

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

**R1,00** Price • Prys  
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Vol. 329

PRETORIA, 20 NOVEMBER 1992

No. 14409

## LEGAL NOTICES

## WETLIKE KENNISGEWINGS

**B**

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



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

(COMMENCEMENT: 1 NOVEMBER 1992)

## LIST OF FIXED TARIFF RATES

<i>Standardised notices</i>	<i>Rate per insertion R</i>
<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....	8,60
<b>BUSINESS NOTICES</b> .....	20,60
<b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> Forms J 28, J 29 and Forms 1 to 9 .....	17,30
<b>N.B.:</b> Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL .....	10,40
<b>UNCLAIMED MONEYS</b> —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount") .....	5,10
<i>Non-standardised notices</i>	
<b>COMPANY NOTICES:</b>	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends .....	39,50
Declaration of dividend with profit statements, including notes .....	91,10
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations .....	137,50
<b>LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES</b> .....	31,00
<b>LIQUOR LICENCE NOTICES</b> in extraordinary <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month .....	29,30
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
<b>ORDERS OF THE COURT:</b>	
Provisional and final liquidations or sequestrations .....	51,60
Reductions or changes in capital, mergers, offer of compromise .....	137,50
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i> .....	137,50
Extension of return date .....	17,30
Supersessions and discharge of petitions (J 158) .....	17,30
<b>SALES IN EXECUTIONS AND OTHER PUBLIC SALES:</b>	
Sales in execution .....	79,10
Public auctions, sales and tenders:	
Up to 75 words .....	24,10
76 to 250 words .....	61,90
251 to 350 words (more than 350 words—calculate in accordance with word count table) .....	99,80

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

(INWERKINGTREDING: 1 NOVEMBER 1992)

## LYS VAN VASTE TARIWE

### *Gestandaardiseerde kennisgewings*

	Tarief per plasing R
<b>BESIGHEIDSKENNISGEWINGS</b> .....	20,60
<b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....	8,60
<b>INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS:</b> Vorms J 28, J 29 en Vorms 1 tot 9 .....	17,30
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toe- gevoeg tot die basiese tarief.	

<b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") .....	5,10
<b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL.....	10,40

### *Nie-gestandaardiseerde kennisgewings*

#### **DRANKLISENSIE-KENNISGEWINGS** in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand .....	29,30
<i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i>	

#### **GEREGTELIKE EN ANDER OPENBARE VERKOPE:**

Geregtelike verkope .....	79,10
Openbare veilings, verkope en tenders:	
Tot 75 woorde .....	24,10
76 tot 250 woorde .....	61,90
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	99,80

<b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....	31,00
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#### **MAATSKAPPYKENNISGEWINGS:**

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede- registers en/of verklaring van dividende .....	39,50
Verklaring van dividende met profytstate, notas ingesluit .....	91,10
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies .....	137,50

#### **ORDERS VAN DIE HOF:**

Voorlopige en finale likwidasies of sekwestrasies .....	51,60
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking .....	137,50
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> .....	137,50
Verlenging van keerdatum .....	17,30
Tersydestelling en afwysings van aansoeke (J 158) .....	17,30

**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:

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasinge	Three insertions Drie plasinge
	<b>R</b>	<b>R</b>	<b>R</b>
1 – 100 .....	29,30	41,30	49,90
101 – 150 .....	43,00	61,90	73,90
151 – 200 .....	58,50	82,50	99,80
201 – 250 .....	72,30	103,10	123,80
251 – 300 .....	86,00	123,80	147,90
301 – 350 .....	101,40	144,40	173,60
351 – 400 .....	115,10	165,00	197,60
401 – 450 .....	130,60	185,60	223,50
451 – 500 .....	144,40	206,30	247,50
501 – 550 .....	158,10	226,90	271,60
551 – 600 .....	173,60	247,50	297,40
601 – 650 .....	187,40	268,10	321,40
651 – 700 .....	202,90	288,80	347,30
701 – 750 .....	216,60	309,40	371,30
751 – 800 .....	230,40	330,00	395,40
801 – 850 .....	245,80	350,60	421,10
851 – 900 .....	259,50	371,30	445,10
901 – 950 .....	275,00	391,90	471,00
951 – 1 000 .....	288,80	412,50	495,00
1 001 – 1 300 .....	374,80	536,30	642,90
1 301 – 1 600 .....	462,40	660,00	790,60

**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:

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### 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.

### SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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



**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.

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

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

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

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

(5) In geval van kansellاسies sal die terugbetaling van die koste van 'n kennisgewing ooreweg 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.

**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.

**KOPIE**

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

**BETALING VAN KOSTE**

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

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.



(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 uncanceled 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.

(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 kansellasië 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.



**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.

**BEWYS VAN PUBLIKASIE**

**15.** Eksemplare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende verkooppys 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.

***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 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 ANNOUNCEMENT***Closing times PRIOR TO PUBLIC HOLIDAYS for***LEGAL NOTICES  
GOVERNMENT NOTICES** 1992*The closing time is **15:00** sharp on the following days:*

- ▶ **2 April**, Thursday, for the issue of Friday **10 April**
- ▶ **9 April**, Thursday, for the issue of Thursday **16 April**
- ▶ **15 April**, Wednesday, for the issue of Friday **24 April**
- ▶ **23 April**, Thursday, for the issue of Thursday **30 April**
- ▶ **21 May**, Thursday, for the issue of Friday **29 May**
- ▶ **10 December**, Thursday, for the issue of Friday **18 December**
- ▶ **17 December**, Thursday, for the issue of Thursday **24 December**
- ▶ **22 December**, Tuesday, for the issue of Thursday **31 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

**BELANGRIKE AANKONDIGING***Sluitingstye VOOR VAKANSIEDAE vir***WETLIKE KENNISGEWINGS  
GOEWERMENTSKENNISGEWINGS** 1992*Die sluitingstyd is stiptelik **15:00** op die volgende dae:*

- ▶ **2 April**, Donderdag, vir die uitgawe van Vrydag **10 April**
- ▶ **9 April**, Donderdag, vir die uitgawe van Donderdag **16 April**
- ▶ **15 April**, Woensdag, vir die uitgawe van Vrydag **24 April**
- ▶ **23 April**, Donderdag, vir die uitgawe van Donderdag **30 April**
- ▶ **21 Mei**, Donderdag, vir die uitgawe van Vrydag **29 Mei**
- ▶ **10 Desember**, Donderdag, vir die uitgawe van Vrydag **18 Desember**
- ▶ **17 Desember**, Donderdag, vir die uitgawe van Donderdag **24 Desember**
- ▶ **22 Desember**, Dinsdag, vir die uitgawe van Donderdag **31 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

# SALES IN EXECUTION AND OTHER PUBLIC SALES

## GEREGTELIKE EN ANDER OPENBARE VERKOPE

### SALES IN EXECUTION . GEREGTELIKE VERKOPE

#### TRANSVAAL

Case 13639/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The African Bank Ltd**, Plaintiff, and **Masekiane David Namane**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Nigel, at Magistrate's Court, Church Street, Nigel, on 11 December 1992 at 09:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Site 4458, Duduza, Registration Division IR, Transvaal, measuring 625 square metres, held by Virtue of Certificate TL28291/87.

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

A dwelling consisting of a kitchen, dining-room, three bedrooms, two toilets, two bathrooms and two garages.

**Terms:** The sale is with reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Nigel within fourteen (14) days after the sale.

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

Dated at Pretoria this 2nd day of November 1992.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/21292.)

Case 21931/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Sentra Gardens (Pty) Ltd**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Pretoria South at the office of the Sheriff, at 142 Struben Street, Pretoria on 9 December 1992 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff prior to the sale:

**Certain:** Portion 85 (a portion of Portion 4), of the farm Olievenhoutbosch 389, Registration Division JR, Transvaal, measuring 8,5653 hectares, held under and by virtue of Deed of Transfer T55951/90.

The following further information is furnished, although in this respect nothing is guaranteed:

**Improvements:** The property is unimproved.

**Reserve price:** Without reserve.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer to be secured by a bank or building society or other guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale.

**Auctioneer's charges:** Payable on the date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 and a minimum fee of R50.

Dated at Pretoria on this the 30th day of October 1992.

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/T277.)

Case 26970/92  
PH388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Moegamat Immerand Anders**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 10 December 1992 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

**Certain:** Erf 4496, Eldoradopark Extension 8 Township, Registration Division IQ., Transvaal, area 317 (three hundred and seventeen) square metres, situation 20 Abraham Andrews Street, Eldoradopark Extension 8.



*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, shower, kitchen, lounge with wire fence around property.

*Terms:* 10% of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 29 October 1992.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. Foreclosures N5:NT227.)

### Saak 1132/92

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

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Mev. F. Smit** (Eksekuteur van boedel F. C. Bester), Verweerder

Ingevolge vonnis van die Landdroshof Meyerton, en lasbrief vir eksekusie gedateer 2 Oktober 1992, sal die ondervermelde eiendom op 10 Desember 1992 om 10:00, by die kantoor van die Balju, Lochstraat 6, Meyerton, aan die hoogste bieder verkoop word.

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

Sekere erf 71, Riversdal, Hoofweg 68, Registrasieafdeling IR, Transvaal, groot 4 047 m<sup>2</sup> (vier nul vier sewe).

*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% van die koopprys of R500 watter bedrag ookal 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 bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Geen verbeterings.

Aldus gedoen en geteken te Meyerton op hede die 27ste dag van Oktober 1992.

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

### Case 47774/89

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

In the matter between **Sandton Finance (Pty) Ltd**, Plaintiff, and **Johannes Andreas Jacobus Blaauw**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and a warrant of execution, dated 6 July 1992, the following property will be sold in execution on 4 December 1992 at 15:00, at the office of the Sheriff for the Magistrate's Court, at 66 Fourth Street, Springs, to the highest bidder:

*Certain:* 161 Selection Park Township.

*Measuring:* 1 115 square metres.

*Known as:* 29 Nigel Road, Selection Park, Springs.

*Conditions of sale:*

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

2. The following improvements on the property have been reported, but nothing is guaranteed: Zoned special residential.

3. *Terms:* The purchase price shall be paid as to ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the First Mortgage Bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Springs, immediately prior to the sale, may be inspected at his office, Springs, and at the offices of Bredell Murray & Ronbeck, 26th Floor, Kine Centre, Commissioner Street, Johannesburg.

Dated at Johannesburg on this the 26th day of October 1992.

E. A. Ronbeck, for Bredell Murray & Ronbeck, Plaintiff's Attorneys, 25th Floor, Kine Centre, Commissioner Street, Johannesburg. Ref. Mrs Mazzola/Mrs van Zyl/91/BLAAJA/B09.

Saak 18233/91

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

In die saak tussen **Pretorium Trust**, Eiser, en **D. J. Gouws**, Verweerder

Ingevole uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 27 April 1992, sal hierdie ondervermelde eiendom geregtelik verkoop word op 9 Desember 1992 om 10:00, te Strubenstraat 142, Pretoria, aan die persoon wie die hoogste bod maak:

Die eenheid bestaan uit Deel 12, soos getoon en volledig beskryf op Deelplan SS394/85, in die gebou of geboue bekend as Carbenet, geleë te Erf 1342, Eldoraigne-uitbreiding 1, in die dorp Verwoerdburg, plaaslike bestuur van Verwoerdburg, van welke deel die vloeroppervlakte volgens genoemde deelplan 98 (aght-en-negentig) vierkante meter groot is, tesame met 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond of gebou of geboue soos getoon en volledig beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken, en gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST394/1085 (12) (Unit).

Geleë te: Cabernet 12, Janweg, Eldoraigne, Pretoria.

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

Siersteengebou, grondvloer en twee verdiepings.

Woonstel bestaan uit twee slaapkamers, sitkamer, eetkamer, badkamer met stort en toilet en kombuis.

Die eiendom word sonder met reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% word vereis en die balans by wyse van 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping.

Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju se kantore.

Geteken te Pretoria op hede die 30ste dag van Oktober 1992.

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

Saak 11467/92

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

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. 87/05437/06), Eiser, en **Sipho B. Ngubane**, Verweerder

Ingevolge 'n vonnis in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie, gedateer 8 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie veroop op Donderdag, 10 Desember 1992 om 10:00, by die Balju-kantore, Parkstraat 10, Kempton Park, aan die hoogste bieder:

**Sekere:** Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 780, dorpsgebied Umfuyaneni, Registrasie-afdeling IR, Transvaal, in die distrik Kempton Park.

**Groot:** 352 (driehonderd twee-en-vyftig) vierkante meter.

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

Woonstel gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, twee slaapkamers, kombuis en oprit.

**Voorwaardes van verkoping:**

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park.

'n Substansiële bouverenigingslening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 29ste dag van Oktober 1992.

J. H. B. Schnetler, vir Badenhorst-Schnetler, Hennop & Barnard, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. Mev. Elias/S1086/CDS124.)

Saak 11499/92

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

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. 87/05437/06), Eiser, en **R. Ziqubu**, Eerste Verweerder, en **N. E. Makhoba**, Tweede Verweerder

Ingevolge 'n vonnis in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie, gedateer 8 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Desember 1992 om 10:00, by die Balju-kantore, Parkstraat 10, Kempton Park, aan die hoogste bieder:

**Sekere:** Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 770, dorpsgebied Umfuyaneni, Registrasie-afdeling IR, Transvaal, in die distrik Kempton Park.

**Groot:** 300 (driehonderd) vierkante meter.

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

Woonstel gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, twee slaapkamers en kombuis.



*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park.

'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 29ste dag van Oktober 1992.

J. H. B. Schnetler, vir Badenhorst-Schnetler, Hennop & Barnard, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. Mev. Elias/S1087/CDS125.)

**Saak 11448/92****IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. 87/05437/06), Eiser, en **S. M. Mokaba**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie, gedateer 6 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Desember 1992 om 10:00, by die Balju-kantore, Parkstraat 10, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 316, dorpsgebied Tlamatlama, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park.

Groot: 263 (tweehonderd drie-en-sestig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, sinkdak, bestaande uit sitkamer, badkamer, toilet, twee slaapkamers en kombuis.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park.

'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 29ste dag van Oktober 1992.

J. H. B. Schnetler, vir Badenhorst-Schnetler, Hennop & Barnard, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1083/CDS121.)

**Saak 11466/92****IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. 87/05437/06), Eiser, en **M. E. Mbhele**, Eerste Verweerder, en **P. Nkabane**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie, gedateer 8 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Desember 1992 om 10:00, by die Balju-kantore, Parkstraat 10, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 276, dorpsgebied Esiziba, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park.

Groot: 239 (tweehonderd nege-en-dertig) vierkante meter.

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

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park.

'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 29ste dag van Oktober 1992.

J. H. B. Schnetler, vir Badenhorst-Schnetler, Hennop & Barnard, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1084/CDS122.)

**Saak 11427/92****IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. 87/05437/06), Eiser, en **M. Z. Manamela**, Eerste Verweerder, en **B. F. Manamela**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie, gedateer 8 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Desember 1992 om 10:00, by die Balju-kantore, Parkstraat 10, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 304, dorpsgebied Esiziba, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park.



Groot: 191 (eenhonderd een-en-negentig) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, twee slaapkamers en kombuis.

*Voorwaardes van verkoping:*

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park.

'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 29ste dag van Oktober 1992.

J. H. B. Schnetler, vir Badenhorst-Schnetler, Hennop & Barnard, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1085/CDS123.)

#### Saak 11464/92

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

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. 87/05437/06), Eiser, en **De Walt Visser**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie, gedateer 8 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 10 Desember 1992 om 10:00, by die Balju-kantore, Parkstraat 10, Kempton Park, aan die hoogste bieder:

Sekere: Erf 2848, dorpsgebied Birch Acres-uitbreiding 17, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park.

Groot: 800 (agthonderd) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis en oprit, omhein met asbes mure.

*Voorwaardes van verkoping:*

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park.

'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 29ste dag van Oktober 1992.

J. H. B. Schnetler, vir Badenhorst-Schnetler, Hennop & Barnard, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1090/CDS128.)

#### Saak 4307/92

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

In die saak tussen **ABSA Bank Bpk.**, No. 86/04794/06 (Allied Bank Divisie), Eiser, en **D. J. L. Reichert**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 4 Desember 1992 om 10:00:

Sekere Erf 1021, geleë in die dorpsgebied Sonlandpark, Registrasieafdeling IQ, Transvaal, (Reg Oliverstraat 10), groot 1.418 vierkante meter.

*Verbeterings:* Ingangsportaal, sitkamer, eetkamer, kombuis, opwaskamer, drie slaapkamers, badkamer/toilet, toilet/stort en stoep.

*Terme:* Een-tiende ( $\frac{1}{10}$ ) van die koopprijs sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 17,25% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-/bouvereniging of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, te Vereeniging, binne veertien (14) dae vanaf datum van verkoping.

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

Gedateer te Vereeniging op hierdie 4de dag van Oktober 1992.

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

Saak 6334/91

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

In die saak tussen **Nedperm Bank Ltd** (51/00009/06), Eiser, en **Masikizi Frank Bikitsha**, Eerste Verweerder, en **Mamokete Elizabeth Bikitsha**, Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 28 Oktober 1991 sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 11 Desember 1992 om 10:00 by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 61805, in die dorpsgebied Sebokeng-uitbreiding 17, Registrasieafdeling IQ, Transvaal, groot 337 (driehonderd sewe-en-dertig) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborge gegee word nie.

*Verkoopvoorwaardes:*

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 42 van 1944, soos gewysig, en die regte van die verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Gedateer te Vanderbijlpark op hede die 5de dag van November 1992.

P. G. S. Uys, vir Rooth & Wessels, Prokureurs vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak 2588/92

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

In die saak tussen **Eskom Finance Co. (Pty) Ltd**, Eiser, en **Gordon Richard Mudrovcic**, Eerst Verweerder, en **Julianne Rosemary Mudrovcic**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 25 September 1992, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof, op 25 September 1992, sal die ondervermelde vaste eiendom op 10 Desember 1992 om 11:00, voor die Landdroskantoor te Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word aan die persoon wat die hoogste bod maak, nl:

Resterende Gedeelte van Erf 84, geleë in die dorp Ermelo, Registrasieafdeling IT, Transvaal, groot 1 844 (eenduisend agthonderd vier-en-veertig) vierkante meter.

Die eiendom is verbeter.

*Woonhuis bestaan uit:* Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort en toilet.

*Aparte woonstel bestaan uit:* Kamer, kombuis, badkamer met stort en toilet.

*Buitegeboue:* Bediendekamer, garage en toilet.

*Voorwaardes:*

Volledige verkoopvoorwaardes wat onmiddellik voor die verkoping deur die Balju van die Landdroshof, Ermelo, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Ermelo, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 5de dag van November 1992.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo. (Verw. Mnr. Papenfus/SPM014.)



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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Eric Peter Lowe**, First Defendant, and **Maria Magdalena Catharina Louw**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 13 October 1992, the property listed hereunder will be sold in execution on Friday, 18 December 1992 at 09:00, in the entrance hall of the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

Erf 156, Ferryvale Township, Registration Division IR, Transvaal, measuring 1 277 (one thousand two hundred and seventy-seven) square metres, known as 4 Bridlington Road, Nigel.

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

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

*Main building:* Brick building under tiles, detached residence comprising kitchen, dining-room, lounge, three bedrooms, bathroom and toilet. Wall to wall carpets..

*Outbuildings:* Carport. Outside room with toilet.

*Fencing:* Concrete walls and wire.

*The material conditions of sale are:*

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 29 Third Avenue, Nigel.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value Added Tax (if applicable).

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% of the sale price and Value Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) The property shall be sold subject to any existing tenancy.

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

Dated at Benoni on this the 3rd day of November 1992.

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.)

Saak 520/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOUD TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **J. Posin**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 25 September 1992, sal die ondervermelde eiendom op 10 Desember 1992 om 10:00 by die kantoor van die Balju, Lochstraat 6, Meyerton, aan die hoogste bieder verkoop word:

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

Sekere Gedeelte 24, Erf 177, Meyerton Farms, Marmotstraat 11, Registrasieafdeling IR, Transvaal, groot 1 160 m<sup>2</sup> (een een ses nul).

*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 koopprijs sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprijs of R500 watter bedrag ookal die grootste is en die balans van die koopprijs binne 14 dae daarna in kontant of verseker te wod deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie:

Geen verbeterings.

Aldus gedoen en geteken te Meyerton op hede die 2de dag van November 1992.

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



Saak 2556/92

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

In die saak tussen **NBS Mortgage Nominees Ltd**, Eksekusieskuldeiser, en **Johann Marais**, Eksekusieskuldenaar

Ten gevolge van 'n vonnis deur die Landdroshof vir die distrik Krugersdorp, en eksekusieslasbrief gedateer 11 September 1992 sal die Balju, Landdroshof, Krugersdorp, die hiernavermelde eiendom op 2 Desember 1992 om 10:00 te die Baljukantoor, Klaburnhof, Ockersestraat 22B (hoek van Rissikstraat), Krugersdorp, aan die hoogste bieder verkoop word:

**Beskrywing:** Resterende Gedeelte van Erf 838, Rant-en-Dal, Registrasieafdeling IQ, Transvaal, groot 3 234 (drieduisend tweehonderd vier-en-dertig) vierkante meter, gehou kragtens Akte van Transport T12011/1990, geleë te Cecil Knightstraat 48, Rant-en-Dal, Krugersdorp.

*Die volgende inligting word verskaf aangaande die verbeterings, alhoewel geen waarborg daaromtrent gegee kan word nie:*

'n Enkelverdieping baksteengebou met betonvloer en dak van IBR plate onder kleiteëls. Gedeeltelike plafon en sisalasië. Totale vloeroppervlak 358 vierkante meter. Akkommodasie bestaan uit kantore, voorplein, verkoopsarea, werkswinkel, stoorplek en ablusie. Ander verbeterings sluit in staal voorplein afdak, onderdak parkeerareas en ekstensiewe plaveisel.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Ockersestraat 22B, Krugersdorp, en sal dit onmiddellik voor die verkoping uitgelees word.

*Die basiese verkoopvoorwaardes is kortliks die volgende:*

1. Die eiendom sal vir kontant aan die hoogste bieder verkoop word, en die verkoping sal onderworpe wees aan die bepalinge en regulasies van die landdroshofwet en titelakte van die eiendom waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

2.1 Tien persent (10%) daarvan in kontant op die dag van die verkoping.

2.2 Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne dertig (30) dae na datum van verkoping.

2.3 Besit en okupasie sal aan die koper verleen word vanaf datum van verkoping, onderhewig aan die regte van enige huurders.

Geteken te Krugersdorp op die 3de dag van November 1992.

Swart Redelinghuys Nel & Vennote Ing., Nedbank Mediese Sentrum 501, hoek van Human- en Krugerstraat, Posbus 705, Krugersdorp. (Tel. 953-1112.) (Verw. ADUP/AC/VN147/EN0056.)

Case 04210/92

PH 388

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Peter Benjamin Paul Bantham**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, at 10:00, on Thursday, 10 December 1992, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 4082, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal.

Area 300 (three hundred) square metres.

**Situation:** 11 Neptune Crescent, Ennerdale Extension 5.

**Improvements** (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen and lounge, with wire fencing around the property.

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

Dated at Johannesburg on 5 November 1992.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. ForeclosuresN5/NT52.)

Case 6277/87

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division) (formerly Allied Building Society Ltd), Plaintiff, and **Mahomed Suliman**, Defendant

In pursuance of a warrant of execution dated 14 February 1992, the following will be sold by public auction, voetstoots and without reserve, to the highest bidder on Wednesday, 9 December 1992 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Section 30 and 31, as shown and more fully described on Sectional Plan 165/1982 (the sectional plan) in the building or buildings known as Rynsoord Village of which section the floor area according to the sectional plan is 84 (eighty-four) square metres and 18 (eighteen) square metres in extent (the mortgaged section) 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 (the common property) apportioned to the mortgaged section in accordance with the participation quota of the mortgaged section, held under Certificate of Registered Sectional Title ST165/82 (30 and 31), situate at Unit 30, Rynsoord Village, Helena Street, Rynsoord, Benoni.

*Improvements:* Lounge, dining-room, two bedrooms, kitchen and bath/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 or by a bank or building society guarantee.

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court office, Benoni.

*Date:* 28 October 1992.

M. M. Weiner, Attorney, First Floor, C.J.S. Centre, 80 Woburn Avenue, Benoni. (Tel. 54-6101.)

Case 7982/88

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division) (formerly Allied Building Society Ltd), Plaintiff, and **Adam Suliman**, Defendant

In pursuance of a warrant of execution dated 11 November 1991, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 9 December 1992 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Section 12 as shown and more fully described on Sectional Plan No. 165/1982 (the sectional plan) in the building or buildings known as Rynsoord Village of which section the floor area according to the sectional plan is 150 (one hundred and fifty) square metres, in extent (the mortgaged section); 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 (the common property) apportioned to the mortgaged section in accordance with the participation quota of the mortgaged section.

Held under Certificate of Registered Sectional Title ST165/82.

*Situate at:* 12 Rynsoord Village, Benoni.

*Improvements:* Lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., bathroom/w.c. and single garage.

*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 Magistrate's Court Office, Benoni.

*Dated:* 27 October 1992.

M. M. Weiner, First Floor, C.J.S. Centre, 80 Woburn Avenue, Benoni. (Tel. 54-6101.)

Saak 6022/92

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

In die saak tussen **Nedcor Bank Bpk.**, Eksekusiekrediteur, en **Leon le Maitre**, Vonnisskuldenaar

Al die verkopings sal gehou word by die kantore van die Balju, Lochstraat, Meyerton, op Donderdag, 3 Desember 1992 om 10:00.

*Eiendom:* Erf 1287, Henly on Klip-dorpsgebied, Registrasieafdeling IR, Transvaal.

*Grootte van eiendom:* 4 047 vierkante meter.

*Beskrywing van eiendom:* Onverbeterde eiendom.

*Straatadres van eiendom:* Erf 1287, Henley on Klip.

*Rente op vonnisskuld:* 21%.



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

Geen waarborg op versekering met betrekking tot die aard van die verbeterings word gegee nie.

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

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

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die plaaslike owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% van die koopprys, 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 bepalinge van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

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

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays-sentrum, Lesliestraat 29, Posbus 38, Vereniging, 1930. (Verwys: Mev. Davel/6/404.)

**Saak 4373/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bpk.** (United Divisie), Eiser, en **Benjamin van Wyk**, Eerste Verweerder, en **Maria Cecilia van Wyk**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof Evander, en lasbrief vir eksekusie gedateer 2 November 1992, sal die eiendom hieronder genoem verkoop word in eksekusie op 4 Desember 1992 om 10:00, by die Balju se kantoor, Evander, aan die hoogste bieder vir kontant, naamlik:

*Eiendomsbeskrywing:* Ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, motorhuis, afdak, bediendekamer en toilet.

*Eiendom:* Erf 4904, Secunda-uitbreiding 12-dorpsgebied, Registrasieafdeling IS, Transvaal.

*Groot:* 949 (negehonderd nege-en-veertig) vierkante meter.

Gehou kragtens Akte van Transport T30699/90.

Geleë te Oranjerivierstraat 25, 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 bieder vir kontant.

Gedateer te Secunda op 5 November 1992.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verwys. Jacobs/IM/U406.)

**Saak 606/92**

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

In die saak tussen **ABSA Bank Bpk.**, No. 86/04794/06, Eiser, en **Jan Johannes Jacobus Coetzee**, Verweerder

Ingevolge 'n vonnis in die hof van die Landdros Klerksdorp, gedateer 6 Februarie 1992, word die ondergemelde eiendom op Vrydag, 4 Desember 1992 om 10:00, verkoop by die kantore van die Balju van die Landdroshof, Klerksdorp, te Leaskstraat 23, Klerksdorp:

Erf 13, geleë in die dorp Elandsheuwel, Registrasieafdeling IP, Transvaal.

*Groot:* 625 (seeshonderd vyf-en-twintig) vierkante meter.

*Gehou:* Kragtens Akte van Transport T56393/90.

*Ook bekend as:* Elandsheuwelstraat 51, Elandsheuwel.

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

Woonhuis en buitegeboue.

Die voorwaardes van verkoop, wat onmiddellik voor die verkoping gelees sal word, is ter insae by die kantoor van die Balju van die Landdroshof, Klerksdorp.

Geteken te Klerksdorp op hierdie 4de dag van November 1992.

S. J. M. Osborne, vir M. E. Rood, Osborne & Van Zyl, Eerste Verdieping, Alliegebou, Kerkstraat 66, Klerksdorp.



Saak 3121/92

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

In die saak tussen **Eskom Finance Company (Pty) Ltd**, Eksekusieskuldeiser, en **Mhleisan Philemon Nkosi**,  
Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 24 Julie 1992, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 8 Desember 1992 om 10:00, voor die Landdroskantoor te Kerkstraat, Hendrina:

Erf 585, geleë in die dorp KwaZamokuhle, Hendrina-uitbreiding 1, Registrasieafdeling IS, Transvaal.

Groot: 421 (vierhonderd een-en-twintig) vierkante meter.

Gehou kragtens Akte van Transport van Huurpag TL78484/88.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 2de dag van November 1992.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg.

Case 17479/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Edward Joseph McFadden**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held in front of the main entrance to the Magistrate's Court, Van Riebeeck Street, Potchefstroom on Friday, 4 December 1992 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 2386, situate in the Town of Potchefstroom Extension 12, Registration Division IQ, Transvaal (also known as 5 Waterbok Street, Potchefstroom Extension 12).

Measuring 1 053 (one thousand and fifty-three) square metres.

Held under Deed of Transfer T39570/91.

Subject to all the conditions mentioned in the said Deed of Transfer and especially subject to the reservation of Mineral Rights.

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

A fairly new clinker brick dwelling with metal roof consisting of entrance-hall, lounge/dining-room, family room, study, kitchen, laundry, four bedrooms, two bathrooms/w.c./shower, w.c., double garage, concrete swimming-pool, pre-cast fencing and brick paving.

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

Dated at Pretoria on this 4th day of November 1992.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. (Tel. 320-8500.) (Ref. EME/ep S1174/92.)

Saak 7883/91

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

In die saak tussen **Dominus**, Eksekusieskuldeiser, en **Patrick Dennis Foley**, Eksekusieskuldenaar

Ten gevolge van 'n vonnis deur die Landdroshof vir die distrik Krugersdorp en eksekusielasbrief gedateer 25 Junie 1992, sal die Balju, Landdroshof, Krugersdorp, die hiernavermelde eiendom op 2 Desember 1992 om 10:00, te die Balju se kantore, Klabburn Hof, Ockersstraat 22B, Krugersdorp, aan die hoogste bieder verkoop word:

Beskrywing: Erf 124, Dan Pienaarville-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 797 (sewehonderd sewe-en-negentig) vierkante meter.

Gehou: Kragtens Akte van Transport T2175/1991.

Die volgende inligting word verskaf aangaande die verbeterings, alhoewel geen waarborg daaromtrent gegee kan word nie: Standplaas met gewone woonhuis en buitegeboue.

Die verkoopvoorwaardes lê ter insae by die Balju Landdroshof, Klaburn Hof, Ockersestraat 22B, Krugersdorp en sal dit onmiddellik voor die verkoping uitgelees word. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. Die eiendom sal vir kontant aan die hoogste bieder, verkoop word, en die verkoping sal onderworpe wees aan die bepalings en regulasies van die Landdroshofwet en titelakte van die eiendom waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

2.1 Tien persent (10%) daarvan in kontant op die dag van die verkoping.

2.2 Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne dertig (30) dae na datum van verkoping.

2.3 Besit en okupasie sal aan die koper verleen word vanaf datum van verkoping, onderhewig aan die regte van enige huurders.

Geteken te Krugersdorp op die 30ste dag van Oktober 1992.

Swart Redelinghuys Nel & Vennote Ing., Nedbank Mediesesentrum 501, hoek van Human- en Krugerstraat, Posbus 705, Krugersdorp. (Tel. 953-1112.) (Verw. J. Lubbe/DLS/CS144.)

### NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 10 Park Street, Kempton Park, on Thursday, 3 December 1992 at 10:00.

Execution Creditor: **Nedperm Bank Ltd.**

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% of the purchase price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates 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.

Case: **7611/92.**

Judgment Debtors: **Abel Zion Mabuza and Juki Hendrica Mabuza.**

Property: Right of leasehold in respect of Erf 570, Umthambeka Township, Registration Division IR, Transvaal, situate at 570 Umthambeka Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, kitchen, toilet and three bedrooms.

Outbuildings consisting of two outside rooms.

File ref.: L292/92.

Case: **7745/90.**

Judgment Debtor: **Mokhalatsi Krisan Mokwena.**

Property: Right of leasehold in respect of Erf 12 Moteong Township, Registration Division IR Transvaal, situate at 12 Moteong Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, kitchen, toilet and two bedrooms.

Outbuildings consisting of single garage.

File ref.: L203/90.

L. J. v.d. Heever, for Schumann, Van den Heever & Slabbert, Permanent Plaza, Voortrekker Street, P.O. Box 67, Kempton Park.

**Saak 4245/90**

### IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Natal Building Society Ltd**, Eiser, en **Lucas Snaja Mahlangu**, Verweerder

Ter uitvoering van 'n vonnis wat op 27 Junie 1991 deur die bovermelde Agbare Hof in hierdie saak gegee is, sal die onroerende eiendom geregistreer in die naam van die Verweerder, sonder 'n reserweprys om 10:00 op 11 Desember 1992 vir kontant aan die hoogste bieder verkoop word te Cornellstraat 21, Evander.

Erf 2011, Embalnhele, Registrasieafdeling IS, Transvaal, grootte 386 vierkante meter (drie agt ses), ook bekend as Erf 2011, Embalnhele, Akte van Transport TL41183/85.

**Verkoopvoorwaardes:** Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, W. A. de Klerk, Cornellstraat 21, Evander, onder andere moet 10% kontant betaal word op die dag van verkoping asook die Baljukoste en die balans van die koopsom moet binne veertien (14) dae deur 'n bank of bougenootskap gewaarborg word.

Geteken te Evander op hede hierdie 30ste dag van Oktober 1992.

O. J. Els, Eerste Verdieping, Lastindagebou, Posbus 59, Evander, 2280. (Verw. mnr. Els/ev.)



Saak 2487/92

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

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06), Eiser, en **Anna Wilhelmina Mienie**, Eerste Verweerder, **Jacob Christoffel Mienie**, Tweede Verweerder, en **Hester Sifia de Noon**, Derde Verweerder

Ingevolge 'n vonnis in die Hof van die Landdros van Klerksdorp, gedateer 24 Maart 1992, word die ondergemelde eiendom om 10:00 op Vrydag, 4 Desember 1992, verkoop by die kantore van die Balju van die Landdroshof, Kerkdorp, te Leaskstraat 23, Klerksdorp.

Erf 241, geleë in dorp Freemanville, Registrasieafdeling IP, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T84908/90, ook bekend as Dawkinstraat 40, Freemanville.

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

Woonhuis en buitegeboue.

Die voorwaardes van verkoop, wat onmiddellik voor die verkoping gelees sal word, is ter insae by die kantoor van die Balju van die Landdroshof, Klerksdorp.

Geteken te Klerksdorp op hierdie 5de dag van November 1992.

S. J. M. Osborne, vir M. E. Rood, Osborne & Van Zyl, Alliegebou, Eerste Verdieping, Kerkstraat 66, Klerksdorp.

Saak 12 226/92

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

In die saak tussen **Nedcor Bank**, Eiser, en **Mathys Machiel Johannes Clark**, Eerste Verweerder, en **Johanna Corneulia Clark**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 2 Oktober 1992, sal die ondervermelde eiendom op Vrydag, 4 Desember 1992 om 09:00, te Balju van die Landdroshof, Championstraat 25, Orkney, 2620, aan die hoogste bieder verkoop word, naamlik:

Erf 818, in die dorpsgebied Orkney, Registrasieafdeling IP, Transvaal, groot 1 995 (eenduisend negehonderd vyf-en-negentig) vierkante meter, ook bekend as Byronweg 169, Orkney, onderhewig aan die volgende voorwaardes:

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

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 22,75% 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:

'n Enkelverdiepingwoonhuis bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer.

Buitegeboue: Motorhuis en swembad.

4. Voorwaardes van verkoop: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Championstraat 25, Orkney, 2620, nagesien word.

Gedateer te Klerksdorp op hierdie 3de dag van November 1992.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanentegebou, Boomstraat 27, Posbus 22, Klerksdorp, 2570.

Case 6401/92

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

In the matter between **Eskom Finance Co. (Pty) Ltd**, Plaintiff, and **Soza Samson Voloyi**, Defendant

In pursuance of a judgment by the Magistrate's Court, Kempton Park, and writ of execution, the property listed herein will be sold in execution on Thursday, 17 December 1992 at 10:00, at the offices of the Sheriff of the Magistrate's Court, 10 Park Lane, Kempton Park, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 981, Tembisa Extension 4 Township, Registration Division IR, Transvaal, measuring 423 square metres, situate at Stand 981, Tembisa Extension.

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

Improvements: Dwelling-house under tile roof consisting of dining-room, kitchen, three bedrooms, bathroom and toilet.

Zoning: Residential.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and by 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 of the 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 of the Magistrate's Court, Kempton Park.

Dated on this 23rd day of October 1992.

Wright, Rose-Innes, Plaintiff's Attorneys, First Floor, Sanlamhof, 22 Pine Avenue, Kempton Park.



## Case 12798/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Kenneth Harold Raymons**, First Defendant, and **Eva Raymons**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 10 December 1992 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 3639, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, area 313 (three hundred and thirteen) square metres, situation 6 Dioriet Street, Ennerdale Extension 5.

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

*Terms:* 10% of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 2nd day of November 1992.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. Foreclosures N5:NT136.)

## Case 22284/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Winston Leonard Grandells**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 10 December 1992 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

*Certain:* Portion 5 of Erf 377, Mid-Ennerdale Township, Registration Division IQ, Transvaal, area 496 (four hundred and ninety-six) square metres, situation 377E Second Street, Mid-Ennerdale, Johannesburg.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, with pre-cast and brick walls around property.

*Terms:* 10% of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 2nd day of November 1992.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. Foreclosures N5:NT205.)

## Case 1458/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Benedict Moorosi**, First Defendant, and **Maureen Mereotlhe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Brakpan, at 439 Prince George Avenue, Brakpan, on 4 December 1992 at 11:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

All right, title and interest in the property described as Lot 18161, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 300 square metres, known as 18161 Tsakane, 1548, held under Certificate of Registered Grant of Leasehold TL23532/1990.

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

A house under tiled roof consisting of lounge, two bedrooms, bathroom and kitchen.

**Terms:** The sale is with reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Brakpan, within fourteen (14) days after the sale.

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, 439 Prince George Avenue, Brakpan.

Dated at Pretoria this 3rd day of November 1992.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.  
(Ref. Mrs Beach/jm/54540.)

**Saak 1373/92**

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

In die saak tussen **Stadsraad van Nigel**, Eiser, en **Dunnottar Mansions (Pty) Ltd**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Nigel, gehou te Nigel in bogemelde saak, sal 'n verkoping deur die Geregsbode van Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel op Vrydag, 8 Januarie 1993 om 09:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusiaafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Geregsbode, Derde Laan 29, Nigel, voor die verkoping ter insae sal lê:

**Sekere** Erf 546, Dunnottar-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 943 vierkante meter, geleë te 45 Chartersweg, Dunnottar.

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

Leë en onontwikkelde perseel.

**Terme:** Tien persent van die koopprys en afslaaersgelde 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 veertien (14) dae na datum van verkoping aan die Geregsbode verskaf word.

Aldus gedoen en geteken te Nigel op hierdie 29ste dag van Oktober 1992.

L. Etsebeth, vir Lockett & Etsebeth, Eerste Verdieping, hoek van Breytenbachstraat en Tweede Laan, Nigel, 1490.

**Case 2717/91**

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Moeketsane Alfred Ramollo**, First Defendant, and **Lydia Mamorena Ramollo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Westonaria and writ of execution dated 27 January 1992, the following property will be sold in execution on 4 December 1992 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

The Defendants' right, title and interest in and to their right of leasehold in respect of Erf 2955, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 280 square metres.

**Held by:** Certificate of Registered Grant of Leasehold TL14216/1989, situated at Erf 2955, Bekkersdal, Westonaria.

**Improvements:** Single storey dwelling under tiled roof comprising two bedrooms, bathroom, kitchen and lounge/dining-room, in regard to which, however, nothing is guaranteed.

**Terms:**

1. R5 000 or 10% 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 bank or building society 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.

J. E. Truter, for Truter Crous Wiggill & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Mr Truter/eb/N P202.)

**Saak 2708/91**

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

In die saak tussen **Saambou-Nasionale Bouvereniging Bpk.**, Eiser, en **Jan Daniel Jordaan**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die onderge-noemde eiendom as 'n eenheid op 4 Desember 1992 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

**Sekere:** Erf 128, Bonane-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 500 (een vyf nul nul) vierkante meter, gehou kragtens Akte van Transport T63280/88.



**Bestaande uit:** Enkelverdiepingwoonhuis, portaal, sitkamer, eetkamer, drie slaapkamers, bad/toilet, bad/toilet en kombuis, twee motorhuise en toilet.

**Verkoopvoorwaardes:**

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van artikel 66 van die Landdroshoewet, No. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente skuldeisers.

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende Bank- of Bougenootskapswaarborg gelewer te word binne veertien (14) dae na die dag van die verkoping en welke waarborg vry van kommissie aan die Balju van die Landdroshof te 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 van die Landdroshof te Vanderbijlpark en by die Eiser se prokureurs en sal deur die afslaer voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark hierdie 28ste dag van Oktober 1992.

G. A. Roper, vir De Klerk, Vermaak en Vennote Ing., Derde Verdieping, Omegagebou 301, F. W. Beyersstraat, Vanderbijlpark, 1911.

**Saak 37149/92**

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

In die saak tussen **Pretorium Trust**, Eiser, en **J. H. Schoeman**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 10 Julie 1992, sal hierdie ondervermelde eiendom geregtelik verkoop word op 10 Desember 1992, om 10:00, te Kamer 603A, Sesde Verdieping, Olivetihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die persoon wie die hoogste bod maak:

Gedeelte 1 van Erf 287, Daspoort, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T19336/92, groot 807 vierkante meter, geleë te Tulbachstraat 535, Hercules.

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

Mure is siersteen, 'n staandak met teëls, drie slaapkamers, sitkamer, eetkamer — volvloermatte, badkamer, toilet en stort, kombuis en opwaskamer — novilon vloer. Buitegeboue bestaan uit dubbel garage, toilet en swembad. Eiendom is omhein met voorafvervaardigde betonmure.

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

Geteken te Pretoria op hede die 30ste dag van Oktober 1992.

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

**Case 14122/92**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Times Media Ltd**, Plaintiff/Execution Creditor, and **Mervyn Roderick Harris** (trading as Sunshine Distributors), Defendant/Execution Debtor

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendant and a warrant of execution issued on 22 September 1992, a sale without reserve of the following property will be held at First Floor, 131 Marshall Street, Johannesburg, on 10 December 1992 at 10:00, viz:

**Description:** Unit 34, in the sectional scheme known as Kelemborg, measuring 107 (one hundred and seven) square metres, and an undivided share in the common property in the scheme, apportioned to the said unit in accordance with the participation quota, held under Certificate of Registered Sectional Title ST276/1987.

**Situate at/known as:** Flat 902, Kelemborg, 40 Joel Road, Berea, Johannesburg.

**Improvements** (nothing in this respect is guaranteed):

**Terms:** 10% (ten per cent) of the purchase price in cash on the first 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 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 R10 000 (ten thousand rand) and thereafter 2,5% (two and a half per cent) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, First Floor, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 30th day of October 1992.

Bell Dewar & Hall, Plaintiff/Execution Creditor's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel. 838-8830.) (Ref. Mr Robinson/je/36043.)

#### Saak 5313/92

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

In die saak tussen **Saambou-Nasionale Bouvereniging Bpk.**, Eiser, en **P. D. Mofokeng**, Verweerder

Kragtens uitspraak van die Landdroshof, Vanderbijlpark, gedateer 2 September 1992, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Vrydag, 4 Desember 1992 om 10:00, in eksekusie aan die hoogste bieder verkoop deur die Balju van die Landdroshof, Vanderbijlpark, te Landdroskantoor, Vanderbijlpark:

Erf 3133, Beverly Hills, Evaton-Wes.

Die eiendom word verkoop onderhewig aan die bepalings van die Wet op Groepsgebiede en Landdroshowe. Tien persent (10%) van die koopprys is kontant en betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n goedgekeurde waarborg binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie:

Die volle verkoopvoorwaardes wat vir die koper bindend sal wees lê gedurende kantoorure ten kantore van die Balju van die Landdroshof, Vanderbijlpark, ter insae.

Geteken te Vanderbijlpark hierdie 29ste dag van Oktober 1992.

De Klerk, Vermaak en Vennote Ing., Omegagebou 301, F. W. Beyersstraat, Posbus 875, Vanderbijlpark. (Verw. mev. Oosthuizen.)

#### Saak 51339/91

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. N. Kruger Beleggings BK**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 16 Julie 1992, sal die onderstaande eiendom om 10:00 op 10 Desember 1992, te die kantoor van die Balju, Pretoria-Wes, Kamer 603, Sesde Verdieping, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit gedeelte van Erf 84, geleë in die dorpsgebied Mayville, Registrasieafdeling JR, Transvaal, bekend as Paul Krugerstraat 842, Mayville.

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

**Verbandhouer(s):** Trustbank, Sentraalstraat, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% 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 Oktober 1992.

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

#### Saak 55924/91

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **106 Lynnwood Manor Prop CC**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 17 Februarie 1992, sal die onderstaande eiendom op 9 Desember 1992 om 10:00, te die kantoor van die Balju Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 106, geleë in die dorpsgebied Lynnwood Manor, Registrasieafdeling JR, Transvaal, bekend as Barnstablestraat 31, Lynnwood Manor.

**Beskrywing:** Dubbelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, drie toilette, twee badkamers, vyf slaapkamers, studeerkamer, twee motorhuise, bediendekamer, badkamer en toilet, swembad, lapa, takusi, sauna, volle badkamer en aantrekkamer.

**Verbandhouer(s):** NBS, NBS-gebou, Pretoriusstraat 101, Pretoria (Eerste Verbandhouer) RCG Trade & Finance (Pty) Ltd, Posbus 78292, Sandton (Tweede Verbandhouer).

**Terme:** Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Oos, Strubenstraat 142, 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 3de dag van November 1992.

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

**Saak 45627/92**

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Erf 31, Wapadrand (Edms.) Bpk.**,  
Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 3 Augustus 1992, sal die onderstaande eiendom op 2 Desember 1992 om 10:00, te die kantoor van die Balju Pretoria-Oos, Strubenstraat 142, Pretoria, geregteik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 33, geleë in die dorpsgebied Wapadrand-uitbreiding 1, Registrasieafdeling JR, Transvaal, bekend as Watentsingel 64, Pretoria.

**Beskrywing:** Onbeboode erf.

**Verbandhouer(s):** Saambou, Andriesstraat 227, Pretoria.

**Terme:** Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Oos, Strubenstraat 142, 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 29ste dag van Oktober 1992.

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

**Saak 50291/92**

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **P. C. Vorster**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 21 Augustus 1992, sal die onderstaande eiendom op 10 Desember 1992 om 10:00, te die kantoor van die Balju Pretoria-Wes, Kamer 603, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregteik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 1402, geleë in die dorpsgebied Danville-uitbreiding 1, Registrasieafdeling JR, Transvaal, bekend as Du Plessisstraat 203, Danville-uitbreiding 1.

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

**Verbandhouer(s):** RSA, N-Tvl Afdeling, hoek van Pretorius- en Van der Waltstraat, Pretoria.

**Terme:** Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603, 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 30ste dag van Oktober 1992.

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



Saak 8100/91

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **B. D. van Niekerk**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n Lasbrief vir eksekusie gedateer 3 Desember 1991, sal die onderstaande eiendom op 4 Desember 1992 om 11:00, te die kantoor van die Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule) ou Warmbadpad, Bon Accord, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 304, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, bekend as Hornstraat 359, Pretoria-Noord.

**Beskrywing:** Kompleks bestaan uit dubbelverdieping, besigheidsentrum en aangeboude twee werksinkels. Eerste verdieping: Drie slaapkamerwoonstel. Grondverdieping: Twee slaapkamerwoonstel, drie slaapkamer woonstel. Huisves drie besighede. Groot burgererf met masiewe store agter en swembad.

**Verbandhouer(s):** SA Perm (Eerste Verbandhouer) en Trust Bank (Tweede Verbandhouer).

**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, Bon Accord.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 2de dag van November 1992.

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

Saak 9511/91

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **B. D. van Niekerk**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 5 Maart 1992 sal die onderstaande eiendom op 4 Desember 1992 om 11:00, te die kantoor van die Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Gedeelte 1 van Erf 302, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, bekend as Hornstraat 365, Wolmer.

**Beskrywing:** Onbeboede pypsteel erf.

**Verbandhouer(s):** Barclays Kerkplein.

**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, Bon Accord.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 2de dag van November 1992.

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

Saak 443/92

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

In die saak tussen **Stadsraad van Bronkhorstspuit**, Eksekusieskuldeiser, en **D. Nolan**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstek vonnis wat in bogemelde saak op 2 Junie 1992, toegestaan is op 4 Desember 1992 om 10:00, te die betrokke perseel naamlik, Landdroskantoor Bronkhorstspuit in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju kantoor, Cornelisstraat 41, Bronkhorstspuit, vir 'n tydperk van 28 (ag-en-twintig) dae voor die verkoping, te wete:

**Sekere:** Erf 411, Riampark, Bronkhorstspuit.

**Groot:** 1 072 (eenduisend twee-en-sewentig) vierkante meter.

**Gehou:** Gehou deur die verbandgewer kragtens Akte van Transport T44122/91.

**Die verkoping is onderhewig aan die volgende voorwaardes:**

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprijs is sal dit op die dag van die veiling bekend gemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 20ste dag van Oktober 1992.

Geo Kilian, Prokureurs vir Eksekusieskuldeiser, Amandasentrum, Krugerstraat, Posbus 402, Bronkhorstspuit. [Tel. (012) 2-2911/2.] (Verw. Mev. Swart SB 228.)

#### Saak 7559/92

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

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), Eiser, en **J. S. Potgieter**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 9 Oktober 1992, die onderstaande eiendom te wete:

Erf 165, Sunair Park-dorpsgebied, geleë te Sunairstraat 5, Sunair Park, Brakpan, bestaande uit 1 005 m<sup>2</sup> vierkante meter, met sonering Residensieel 1, in eksekusie verkoop sal word op 8 Januarie 1993 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

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

Woning gebou van steen met teëldak, bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis.

Buitegeboue bestaande uit motorhuis en afdak.

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

Gedateer te Brakpan op hierdie 29ste dag van Oktober 1992.

Frank le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. Mev. Goosen/N 835.)

#### Saak 6623/92

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

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), Eiser, en **J. M. K. Schreuder**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 1 September 1992, die onderstaande eiendom te wete:

Erf 480, Minnebron-dorpsgebied, geleë te Davystraat 26, Minnebron, Brakpan, bestaande uit 538 m<sup>2</sup> vierkante meter, met sonering Residensieel 1, in eksekusie verkoop sal word op 8 Januarie 1993 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

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

Woning gebou van steen met sinkdak, bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue bestaande uit pakkamer.

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

Gedateer te Brakpan op hierdie 29ste dag van Oktober 1992.

Frank le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. Mev. Goosen/N 821.)

#### Saak 10986/92

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

In die saak tussen **Saambou Bank Bpk.**, Vonnisskuldeiser, en **Ethien Johan van der Merwe**, Eerste Vonnisskuldenaar, en **Stephne van der Merwe**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief gedateer 1 Oktober 1992, sal die volgende eiendom verkoop word in eksekusie op 14 Januarie 1993 om 10:00, by die Balju se kantoor, Parkstraat 10, Kempton Park, naamlik:

Erf 697, Terenure-uitbreiding 15-dorpsgebied.



*Geleë te:* Aldosstraat 22, Uitbreiding 15, Terenure.

*Grootte:* 1 308 vierkante meter.

*Verkoopvoorwaardes:*

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie:  
Woonhuis met buitegeboue.

3. Die koopprys is betaalbaar soos volg: 20% van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)

**Saak 5724/92**

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

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), Eiser, en **D. W. Maritz**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 1 Oktober 1992, die onderstaande eiendom te wete:

Erf 436, Dalview-dorpsgebied, geleë te Devonlaan 33, Dalview, Brakpan, bestaande uit 967 vierkante meter, met sonering Residensieel 1, in eksekusie verkoop sal word op 8 Januarie 1993 om 11:00, te kantore van die Balju Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

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

Woning gebou van siersteen en gepleisterde steen met sinkdak, bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis.

Buitegeboue bestaande uit motorhuis, bediendekamer en toilet.

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

Gedateer te Brakpan op hierdie 29ste dag van Oktober 1992.

Frank le Roux Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. Mev. Goosen/N 724.)

**Case 28103/90**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Owen Raymond Meyer**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging at 10:00 on 10 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale.

*Certain:* Erf 1095, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal.

*Area:* 338 square metres.

*Situation:* 22 Cancer Street, Ennerdale Extension 1.

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

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

Dated at Johannesburg on 29 October 1992.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/ SAPE 7156-125.)

Saak 12981/90

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **O.T.K. (Koöperatief) Bpk.**, Eiser, en **Willem Christiaan Theron**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 18 September 1990, sal die hieronder vermelde eiendom gereguleer verkoop word op Vrydag, 4 Desember 1992 om 10:00, te die Landdroshof, Bronkhorstspuit aan die persoon wat die hoogste aanbod maak:

(a) 2/7 aandeel van Resterende Gedeelte van Gedeelte 5 ('n gedeelte van Gedeelte 2) van die plaas Leeuwfontein 487, Registrasieafdeling JR, Transvaal.

Groot: 81,3595 hektaar.

(b) 2/7 aandeel van Resterende Gedeelte van Gedeelte 7 ('n gedeelte van Gedeelte 2) van die plaas Leeuwfontein 487, Registrasieafdeling JR, Transvaal.

(c) 2/7 aandeel van Resterende Gedeelte van Gedeelte 12 ('n gedeelte van Gedeelte 6) van die plaas Leeuwfontein 487, Registrasieafdeling JR, Transvaal.

Die volgende inligting word verstrek maar nie gewaarborg nie:

Die eiendom is onverbeterd.

**Voorwaardes:** Die volledige voorwaardes van hierdie verkoping lê ter insae by die kantoor van die Balju, Bronkhorstspuit, Cornelisstraat 41, Bronkhorstspuit.

Gedateer te Pretoria op hierdie 2de dag van November 1992.

E. J. V. Penzhorn, vir MacRobert De Villiers Lunnon & Tindall Ing., Unitedgebou 501, Andriesstraat 263, Pretoria. (Verw. H257903/lc.)

Saak 5316/92

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

In die saak tussen **Saambou Nasionale Bouvereniging Bpk.**, Eiser, en **S. Mofokeng**, Verweerder

Kragtens uitspraak van die Landdroshof Vanderbijlpark gedateer 2 September 1992, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Vrydag, 4 Desember 1992 om 10:00, in eksekusie aan die hoogste bieder verkoop deur die Balju van die Landdroshof, Vanderbijlpark, te Landdroskantoor, Vanderbijlpark:

Erf 3118, Beverley Hills, Evaton-Wes.

Die eiendom word verkoop onderhewig aan die bepalings van die Wet op Groepsgebiede en Landdroshowe. Tien persent van die koopprys in kontant is betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n goedgekeurde waarborg binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie:

Die volle verkoopvoorwaardes wat vir die koper bindend sal wees lê gedurende kantoorure te kantore van die Balju van die Landdroshof, Vanderbijlpark, ter insae.

Geteken te Vanderbijlpark hierdie 29ste dag van Oktober 1992.

G. A. Roper, vir De Klerk, Vermaak & Vennote Ing., Omegagebou 301, F. W. Beyersstraat, Posbus 875, Vanderbijlpark. (Verw. Mev. Oosthuizen.)

Saak 5314/92

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

In die saak tussen **Saambou Nasionale Bouvereniging Bpk.**, Eiser, en **M. S. Mbotho**, Verweerder

Kragtens uitspraak van die Landdroshof Vanderbijlpark, gedateer 7 September 1992 en die daaropvolgende Lasbrief vir Eksekusie, word die volgende eiendom op Vrydag, 4 Desember 1992 om 10:00, in eksekusie aan die hoogste bieder verkoop deur die Balju van die Landdroshof, Vanderbijlpark, te Landdroskantoor, Vanderbijlpark:

Erf, 3181 Beverley Hills, Evaton-Wes.

Die eiendom word verkoop onderhewig aan die bepalings van die Wet op Groepsgebiede en Landdroshowe. Tien persent van die koopprys in kontant is betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n goedgekeurde waarborg binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie:

Die volle verkoopvoorwaardes wat vir die koper bindend sal wees lê gedurende kantoorure te kantore van die Balju van die Landdroshof, Vanderbijlpark ter insae.

Geteken te Vanderbijlpark hierdie 29ste dag van Oktober 1992.

G. A. Roper, vir De Klerk, Vermaak & Vennote Ing., Omegagebou 301, F. W. Beyersstraat, Posbus 875, Vanderbijlpark. (Verw. Mev. Oosthuizen.)



## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **UAL Merchant Bank Ltd**, Plaintiff, and **Petrus Johannes Fourie**, Defendant

1. The undermentioned property will be sold on 10 December 1992 at 10:00, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, in execution of a judgment obtained in the above matter on 22 September 1992:

Erf 187, Klipwater Township; Registration Division IR, Transvaal; measuring 1 487 (one thousand four hundred and eighty-seven) square metres; held under Deed of Transfer T48384/90, and situate at 187 Cedar Street, Klipwater, Kliprivier, Transvaal. ("the property").

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

Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two garages and servants' quarters.

Terms:

3. 10% of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale calculated as follows: 5% on the proceeds of the sale up to an amount of R15 000 and thereafter 2,5% up to a maximum charge of R5 000 with a minimum charge of R50.

4. The conditions of sale may be inspected at the office of the Sheriff, Overvaal Building, 28 Kruger Avenue, Vereeniging, during normal office hours.

Dated at Johannesburg on 27 October 1992.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. J. A. Louw 55/U 10/92.)

## Case 08920/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Catherine Maria Mitchell**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, at 10:00 on 10 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3368, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, area 528 square metres, situation 22 Socrates Street, Ennerdale Extension 3, Vereeniging.

Improvements (not guaranteed): A house under tile roof comprising three bedrooms, bathroom, kitchen, lounge with brick and wire fence around the property.

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 26 October 1992.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-115.)

## Case 3550/91

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

In the matter between **Natal Building Society Ltd**, Plaintiff, and **P. C. van der Merwe**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 13 January 1991 and subsequent warrant of execution the following property will be sold in execution at 09:00 on 4 December 1992, at the offices of the Magistrate, Nigel, namely:

Stand 1465, Dunnottar, also known as 30 Rudd Avenue, Dunnottar.

Kindly take 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. Ten per cent (10%) of the purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on the 22nd October 1992.

L. Etsebeth, for Lockett & Etsebeth, Attorney's for Plaintiff, Plesam Building, Second Avenue, Nigel. (Ref. Mrs Horak/ N575.)

**Saak 15377/92  
PH 507**

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

In die saak tussen **Bankorp Bpk.**, Eiser, en **Wilfred Gabriel Joel Wentzel**, Eerste Verweerder, en **Audrey Patricia Wentzel**, Tweede Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping gehou word op 11 Desember 1992 om 10:00, by die kantore van die Balju, Roodepoort, te Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

*Sekere:* Erf 4, Fleurhof-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 869 (agthonderd nege-en-sestig) vierkante meter, geleë te Sinklienelaan 13, Fleurhof, Florida.

*Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:*  
'n Drieslaapkamerhuis met staalvensters, teëldak, baksteenmure, baksteenomheining en 'n mooi tuin.

*Bestaande uit:* Sitkamer, eetkamer, studeerkamer, twee badkamers, gang en kombuis.

*Buitegeboue bestaande uit:* Bediendekamer, twee motorhuise en swembad.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Roodepoort, Progressweg 182, Technikon, Roodepoort, of die Eiser se prokureurs, Blakes, Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 14de dag van Oktober 1992.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. mnr. Rens/ IVD/BDW001.)

**Case 7375/92**

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

In the matter between **Natal Building Society**, Plaintiff, and **Meshack Raphalane Mogafe**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 16 September 1992, and a warrant of execution, the undermentioned property will be sold on 4 December 1992 at 15:00 at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 11256, kwaThema Township, Registration Division IR, Transvaal, known as Erf 11256, kwaThema, measuring 360 (three hundred and sixty) square metres held under Deed of Transfer TL33352/87.

*Improvements:* Brick building, tiled roof, three bedrooms, lounge, dining-room, kitchen, walk-in cupboard and garage.

*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 Magistrates' 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 this 21st day of October 1992.

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 7845/92**

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

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Volkskas Bank Bpk., Eiser, en **P. J. J. Stassen**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 18 Augustus 1992 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju vir die Hooggeregshof, Pretoria-Wes, op 12 November 1992 om 10:00, voor die Balju se kantoor te Sesde Verdieping, Olivettgebou, hoek van Schubart- en Pretoriusstraat, Pretoria, verkoop sonder reserwe/met reserwe.

*Sekere* Erf 1238, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, met straatadres Zeilerstraat 391, Pretoria-Wes.



Groot: 714 vierkante meter (sewe een vier vierkante meter).

Die eiendom is verbeter en bestaan uit:

1. Woonhuis van baksteen onder staan teëldak.

2. Bestaande uit:

A. Drie slaapkamers.

B. Sit-/eetkamer.

C. Kombuis met ingeboude kaste.

D. Waskamer.

E. Stoepkamer.

F. Badkamer met stort.

G. Aparte toilet.

H. Volvloermatte.

I. Bediendekamer met toilet.

J. Erf met betonmure omhein.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju vir die Hooggeregshof se fooie en agterstalige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju vir die Hooggeregshof, 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 vir die Hooggeregshof, ten tyde van die verkoping, welke verkoping nagegaan kan word by die kantore van die Balju vir die Hooggeregshof.

Geteken te Pretoria op hede die 21ste dag van Oktober 1992.

W. D. Saayman, Burgerstraat 249, Pretoria-Noord. (Tel. 546-0153.) (Verw. mev. Grobler. BV 201.)

**Saak 3971/92**

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

In die saak tussen **Natal Bouvereniging Bpk.**, Eiser, en **Magiel Josias Human Maree**, Verweerder

In uitvoering van 'n vonnis in die Landdroshof van Pietersburg, toegestaan op 8 September 1992, en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 9 Desember 1992 om 12:00, te Krugerstraat 27A, Pietersburg, naamlik:

Resterende gedeelte van Erf 101, geleë in die dorp Pietersburg, Registrasieafdeling LS, Transvaal.

Groot: 713 (sewe een drie) vierkante meter.

Gehou kragtens Akte van Transport T47076/86.

Geleë te Krugerstraat 27A, Pietersburg.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie:

Die eiendom is 'n woonhuis bestaande uit eetkamer, sitkamer, kombuis, drie slaapkamers, een en 'n half badkamers met stort, twee toilette, matte en motorhuis.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingswaarborg binne 30 (dertig) dae vanaf datum van verkoping.

Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die kantoor van Noordelike Eiendomme, Vorsterstraat 19, Pietersburg.

Geteken te Pietersburg op hierdie 20ste dag van Oktober 1992.

M. Botha, vir Botha Horak Ing., Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 91-2147/8.) (Verw. mnr. Botha/pvdH/4001.)

**Saak 63813/91**

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **P. C. L. Cordier**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 12 Maart 1992, sal die onderstaande eiendom op 10 Desember 1992 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 bieder, naamlik:

Die eiendom wat verkoop word bestaan uit:

Gedeelte 33 van Erf 3364, geleë in die dorpsgebied Elandspoor, Registrasieafdeling JR, Transvaal, bekend as Castalettostraat 252, Elandspoor.

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

**Verbandhouer:** 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% 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 27ste dag van Oktober 1992.

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

#### Case 37767/92

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

In the matter between **OK Bazaars (1929) Ltd**, trading as The Hyperama, Plaintiff, and **P. J. Lerm**, Defendant

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 2 July 1992, the undermentioned immovable property, which is presently under attachment, will be sold in execution on 10 December 1992 at 10:00, by the Sheriff of the Court, Kempton Park, at the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder:

**Description:** Erf 54, Clayville, Registration Division JR, measuring 1 115 (one thousand one hundred and fifteen square metres, held under Deed of Transfer T40820/92.

Situate at 8 Mills Street, Olifantsfontein.

The following improvements are situate on the property, although nothing in this respect is guaranteed:

Lounge, bathroom, dining-room, toilet, three bedrooms, kitchen, garage, all under a tin roof, property completed surrounded.

The purchase price shall be paid subject to the following conditions:

2.1 10% (ten per cent) of the purchase price in cash on the day of sale.

2.2 The balance payable against registration of transfer to be secured by any bank, building society or other financial institution, or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

2.3 Auctioneer's charges payable on the date of sale to be calculated at 4% (four percent) of the proceeds of the sale.

Conditions of sale:

The conditions of sale can be inspected at the offices of the Sheriff of the Court, Kempton Park, at 8 Park Street, Kempton Park.

Dated at Pretoria on this the 20th day of October 1992.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G3078.)

#### Case 7357/92

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

In the matter between **ABSA Bank Ltd**, trading as United Bank Ltd, Plaintiff, and **Dineke Janny Lankamp**, First Defendant, and **Lydia Alberta Potgieter**, Second Defendant

A sale in execution of the property described hereunder will take place on 2 December 1992 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf 879, Township of Alberton, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres.

Property known as 29 Martinus Oosthuisen Street, Alberton, situated in a residential area.

Improvements: Entrance hall, lounge, dining-room, family room/bar, three bedrooms, bathroom/w.c., sewing room, kitchen, carport, store-room/w.c., swimming-pool and walls.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 16th day of October 1992.

Jack Sherman, Plaintiff's Attorneys, Second Floor, United Building, 24 Voortrekker Road, Alberton, 1450.

#### Saak 11383/92

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

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 2 April 1992, sal die onderstaande eiendom op 10 Desember 1992 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 bieder, naamlik:

Die eiendom wat verkoop word bestaan uit:

Gedeelte 1 van Erf 48, geleë in die dorpsgebied Booysens, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Wilhelmstraat 1146, Booysens.



**Beskrywing:** Woonhuis bestaande uit sit/eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, bediende-kamer en toilet.

**Verbandhouer:** Santam, Sanlamsentrum, 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% van die koopprijs 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 27ste dag van Oktober 1992.

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

**Saak 54843/92**

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **G. E. Esterhuysen**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 10 Augustus 1992, sal die onderstaande eiendom op 10 Desember 1992 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 bieder, naamlik:

Die eiendom wat verkoop word bestaan uit:

Gedeelte 12 van Erf 3345, geleë in die dorpsgebied Elandspoor, Registrasieafdeling JR, Transvaal, bekend as Bou-saam-oord 8, Elandspoor.

**Beskrywing:** Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, afdak, bediende-toilet en teëldak.

**Verbandhouer:** Saambou, Andriesstraat 227, 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% van die koopprijs 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 27ste dag van Oktober 1992.

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

**Saak 10885/92**

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Doors Willem Erasmus**, Eerste Verweerder, en **Beverley Vivienne Erasmus**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Desember 1992 om 10:00:

Erf 814, Strubensvallei-uitbreiding 3 dorpsgebied, Registrasieafdeling IQ, Transvaal.

Geleë te Sikspensweg 979, Strubensvallei-uitbreiding 3, distrik Roodepoort.

Bestaande uit 'n woonhuis onder teëldak, staal vensters, gepleisterde mure en draadomheining.

Die huis bestaande uit sitkamer, badkamer, drie slaapkamers, gang, kombuis en stoorkamer.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% van die koopprijs asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprijs betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureur vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

**Saak 11429/92**

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Kevin Michael Koster**, Eerste Verweerder, en **Carren-Lea Koster**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 11 Desember 1992 om 10:00:

Erf 25, Georginia-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Geleë te Balfourstraat 13, Georgia, distrik Roodepoort.

Bestaande uit 'n woonhuis onder sinkdak, staal vensters, baksteen mure en beton omheining.

Die huis bestaande uit sitkamer, eetkamer, badkamer, twee slaapkamers, gang, kombuis, bediendekamer, stookkamer en karafdak.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet, dat 10% van die koopprys asook afslaaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureur vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

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**Saak 2862/91****IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK**

In die saak tussen **Botha Sand**, Eiser, en **J. H. P. Boukontrakteurs**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank, en 'n lasbrief vir eksekusie gedateer 8 September 1992, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, President Krugerstraat, Middelburg op Vrydag, 4 Desember 1992 om 10:00.

Erf 3921, Uitbreiding 11, Middelburg.

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

Gedateer te Witbank op hierdie 2de dag van November 1992.

Van Heerden, Marais & Brummer Ing., Prokureurs vir die Eiser, Derde Verdieping, Disagebou, Escombestraat; Posbus 6, Witbank, 1035. (Verw. mej. Robinson: 2418-51521.)

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**Saak 10880/92****IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **Peter Lionel Holland**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 5 Oktober 1992, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 10, Kempton Park, aan die hoogste bieder op 21 Januarie 1993 om 10:00:

Erf 614, Croydon-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 563 (eenduisend vyfhonderd drie-en-sestig) vierkante meter, bekend as 19 Limonietweg, Croydon-uitbreiding 1, Kempton Park.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

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

*Woonhuis:* Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en een en 'n half badkamer/toilet.

*Buitegeboue:* Losstaande motorafdak.

*Ander:* Betonmuur en plaveisel.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Negende Verdieping, Unitedgebou, 16A Centralaan; Privaatsak 53, Kempton Park, 1620. (Ref. Mr McKenzie/GB/DB.)

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**Case 10436/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT**

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Jacques Coetzer**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 18 September 1992, the following property will be sold in execution on Friday, 11 December 1992, at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

(a) Section 1 as shown and more fully described on Sectional Plan ST21879/1991, in the building or buildings known as Marlou of which the floor area, according to the Sectional Plan is 90 (ninety) 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 said section in accordance with the participation quota of the said section, held by Deed of Transfer ST21879/1992, known as 20 Marlou, corner of West Lake and Sandpiper Streets, Florida Lake, District of Roodepoort, said to contain a lounge, two bedrooms, kitchen and bathroom in regard to which, however, nothing is guaranteed.

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

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

**Date:** 30 October 1992.

Louw & Heyl—Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/920921/10098.)

#### Saak 333/92

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

In die saak tussen **Stadsraad van Lichtenburg**, Eiser, en **J. J. van der Merwe**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros, Lichtenburg, en lasbrief tot geregtelike verkoping, gedateer 31 Augustus 1992, word die ondergemelde eiendom op 4 Desember 1992 om 10:00, voor die Geregsbodekantoor, Scholtzstraat 111, Lichtenburg, geregtelik verkoop aan die persoon wie die hoogste aanbod maak:

Gedeelte 2 van Erf 660, geleë in die dorp Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 904 vierkante meter, vry van reserwe.

Die voorwaardes van verkoop sal ter insae wees by die Landdros, Lichtenburg, en by ondergetekende en bepaal kortliks dat 10% van die koopprijs op die dag van die verkoping betaalbaar sal wees en die koopprijs tesame met rente daarop gereken teen 10% per jaar vanaf datum van die verkoping tot datum van registrasie van transport van die eiendom, ten name van die koper, gewaarborg moet word binne 14 dae vanaf datum van die verkoping, dat besit van die eiendom aan die koper gegee sal word sodra gemelde balans koopprijs verseker is soos voormeld, dat die uitsluitlike risiko, wins en verlies ten opsigte van die eiendom by die koper sal berus sodra die bod daarvoor op hom toegeslaan word, dat die koper self sal moet reël vir okkupasie, dat die koper verantwoordelik sal wees vir alle kostes, insluitende alle agterstallige belastinge en fooie en verkoopskommissie, dat die eiendom voetstoots verkoop word en dat alleen 'n lid van die Blanke Groep, soos omskryf in die Wet op Groepsgebiede No. 77 van 1957, soos gewysig, geregtig sal wees om die eiendom te koop.

Gedateer hierdie 29ste dag van Oktober 1992.

J. J. Sauer, vir Bosman & Bosman, Prokureur vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg. (Verw. 267/92E.)

#### Saak 21574/92

##### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

##### Saambou Bank Bpk. versus Dennis Jabulani Msibi

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 8 September 1992, sal die volgende eiendom op 9 Desember 1992 om 10:00, deur die Balju, Johria Hof, Du Plessisweg 5, Florentia, Alberton, per publieke veiling verkoop word:

Die Verweerder se reg, titel en belang in Erf 2486, Spruitview, Katlehong-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 2486, Spruitview, met alle verbeteringe daarop.

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

Gedateer hierdie 5de dag van November 1992.

Otto Hayes, St Albansstraat 38, Brixton.

#### Case 405/92

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

In the matter between **Natal Building Society**, Plaintiff, and **W. C. B. Nimmo**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 March 1992 and subsequent warrant of execution, the following property will be sold in execution on 4 December 1992 at 09:00, at the offices of the Magistrate, Nigel, namely:

Stand 43, Visagiepark, Nigel, also known as 6 Violet Street, Visagiepark, Nigel.

Kindly further take 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. Ten per cent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on the 19th day of October 1992.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, Nigel. (Ref: Mrs Horak/N603.)

#### Saak 1672/92

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Johannes Butana Tshabangu**, Verweerder

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

Erf 13922, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 4 Desember 1992 om 15:00, aan die hoogste bieder, by die kantore van die Balju Landdroshof, Vierde Straat 66, Springs.

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

*Verbeteringe:* Woonhuis van baksteen gebou onder teëldak bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

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

Gedateer te Springs op hede die 14de dag van Oktober 1992.

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

#### Saak 5579/92

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Nobahle Rhoda Qongo**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 20 Augustus 1992 die onderstaande eiendom te wete:

Erf 13412, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 4 Desember 1992 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

*Verbeteringe:* Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

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

Gedateer te Springs op hede die 15de dag van Oktober 1992.

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

#### Case 760/91

#### IN THE SUPREME COURT OF SOUTH AFRICA (Natal Provincial Division)

In the matter between **Natalse Landboukoöperasie Bpk.**, Plaintiff, and **Johannes Hendrickus von Beneke**, Defendant

Pursuant to an order of the Supreme Court of South Africa (Natal Provincial Division), Pietermaritzburg, and writ of execution dated 17 May 1991 the following property will be sold by public auction to the highest bidder on 10 December 1992 at 11:00, in front of the Magistrate's Court Volksrust, namely:

Industrial Plot 1076, Volksrust, Registration Division HS, in extent 1 269 square metres and held under Deed of Transfer T12795/91.

*Conditions of sale:*

The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Volksrust, or at the offices of the Plaintiff's Attorneys, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg, 3200. (Ref. WE/N1X.)



Saak 1085/91

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

In die saak tussen **Santam Bank**, 'n divisie van Bankorp Bpk., Eiser, en **F. Laubscher**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 Desember 1992 sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op Saterdag, 19 Desember 1992 om 10:00, deur die Balju van die Landdroshof, op die perseel, Roodstraat 1, Springcol, Vereeniging:

**Sekere:** Erf 30, Springcol-dorpsgebied, Vereeniging, groot 917 vierkante meter.

**Verkoopvoorwaardes:**

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof te Vereeniging en by die Eiser se prokureur en sal deur die afslaer voor die verkoping uitgelees word.

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

Geteken te Vereeniging hierdie 2de November 1992.

M. P. Coetzer, vir De Klerk, Vermaak & Vennote, Oorvaalgebou, Krugerlaan, Vereeniging, 1930.

Saak 1047/92

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

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **J. H. A. Rousseau**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 28 Oktober 1992, sal die ondervermelde eiendom op 10 Desember 1992 om 10:00, by die kantoor van die Balju, Lochstraat 6, Meyerton, aan die hoogste bieder verkoop word:

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

**Sekere:** Erf 488, Golf Park, Populierweg 65, Registrasieafdeling IR, Transvaal.

**Groot:** 1 160 m<sup>2</sup> (een een ses nul).

**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% van die koopprys of R500 watter bedrag ookal 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 bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie:

Die eiendom is verbeter met 'n drieslaapkamerwoning met aantrekkamer, studeerkamer, twee badkamers, dubbelmotorhuis en bediendekwartiere.

Aldus gedoen en geteken te Meyerton op hede die 29ste dag van Oktober 1992.

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

Saak 11869/92

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

In die saak tussen **Saambou Bank Bpk.** (Reg. No. 87/05437/06), voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **N. D. Maluleke**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 17 Desember 1992 om 10:00, by die Baljukantore, Parkstraat 10, Kempton Park, aan die hoogste bieder:

**Sekere reg, titel en belang in huurpag** gehou deur die Verweerder in Erf 582, dorpsgebied Maokeng-uitbreiding 1, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 238 (tweehonderd agt-en-dertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:  
Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, twee slaapkamers en kombuis. Omhein met draad.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 4de dag van November 1992.

J. H. B. Schnetler, vir Badenhorst-Schnetler, Hennop & Barnard, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. Verw. mev. Elias/S1099/CDS135.

**Saak 11870/92**

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

In die saak tussen **Saambou Bank Bpk.** (Reg. No. 87/05437/06), voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **H. F. Bisiwe**, Eerste Verweerder, en **T. M. Bisiwe**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 17 Desember 1992 om 10:00, by die Baljukantore, Parkstraat 10, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerders in Erf 1036, dorpsgebied Tembisa-uitbreiding 4, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 278 (twee honderd agt-en-sewentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:  
Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, twee slaapkamers en kombuis. Omhein met draad.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 4de dag van November 1992.

J. H. B. Schnetler, vir Badenhorst-Schnetler, Hennop & Barnard, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. Verw. mev. Elias/S1100/CDS134.

**Saak 1374/92**

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Sadile Nelson Mkhuma**, Eerste Eksekusieskuldenaar, en **Matshediso Susan Mkhuma**, Tweede Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1925, Lethlabile, groot 250 vierkante meter.

*Verbeterings:* Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

*Terme:* Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. Verw. mev. Botha: KH46.



Saak 1661/92

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **William Jantjies**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1150, Lethabile, groot 216 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev. Botha:KH46.)

Saak 2842/91

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Petrosi Stevens Semelane**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 3522, Lethabile, groot 400 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev. Botha:KH46.)

Saak 664/90

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Maphea Wilson Matsepene**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1971, Lethabile, groot 460 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev. Botha:KH46.)

Saak 1372/92

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **David Moroma Mankgane**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1930, Letlhabile, groot 250 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev. Botha:KH46.)

Saak 1370/92

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Michael Monaheng Lebeko**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelike verkoop al word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1926, Lethlabile, groot 250 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH46.)

Saak 1373/92

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Laurence Tshotsho Mbungela**, Eerste Eksekusieskuldenaar, en **Sarah Veleleni Mbungela**, Tweede Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1860, Lethlabile, groot 216 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH46.)



Saak 1375/92

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Mosimanegape Talbot Monyere**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1939, Lethlabile, groot 249 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH46.)

Saak 1376/92

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Matsobane Jonas Ranyako**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 2051, Lethlabile, groot 448 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH46.)

Saak 1368/92

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Velaphi William Dhlamini**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1798, Lethlabile, groot 300 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH46.)

Saak 1369/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Jeremaih Fourie Khunoana**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1955, Lethlabile, groot 239 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH46.)

Saak 1367/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Dumisa Abednego Jacobs**, Eerste Eksekusieskuldenaar, en **Ntombekhaya Louisa Jacobs**, Tweede Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1928, Lethlabile, groot 250 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH70.)

Saak 357/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Charles Mokeke Sethebe**, Eerste Eksekusieskuldenaar, en **Jeanette Dimakatso Sethebe**, Tweede Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1503, Lethlabile, groot 216 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.



**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH68.)

**Saak 3053/92**

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser en **Phillp Chimane Legobye**, Eerste Eksekusieskuldenaar, en **Ouma Nancy Legobye**, Tweede Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1111, Lethlabile, groot 216 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskap waarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Mev. Botha:KH82.)

**Saak 2452/92**

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Mkhishwa Samuel Ngcobo**, Eerste Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1383, Lethlabile, groot 250 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Mev. Botha: KH80.)

**Saak 1639/90**

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Raditsibana Jan Dirole**, Eerste Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 3471, Lethlabile, groot 480 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Mev. Botha: KH46.)

**Saak 1675/90**

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Ntshonyana Daniel Kwadi**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00 voor die Landdroshof, Van Veldenstraat, Brits, geregteelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

**Sekere Erf 1015**, Lethlabile, groot 318 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Mev. Botha: KH47.)

**Saak 591/90**

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Gazane Daniel Hlungwane**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

**Sekere:** Erf 614, Lethlabile, groot 300 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n Bank- of Bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev Botha: KH46.)

**Saak 1371/92**

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Setemere Joseph Lesole**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

**Sekere:** Erf 1938, Lethlabile, groot 249 vierkante meter.



**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n Bank- of Bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev. Botha: KH46.)

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**Saak 2847/91****IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS**

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Sello Jacob Moduto**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

**Sekere:** Erf 3977, Lethlabile, groot 600 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n Bank- of Bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev. Botha: KH46.)

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**Saak 85/92****IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS**

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **Ramokwena Velly Masinamela**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

**Sekere:** Erf 127, Lethlabile, groot 300 vierkante meter.

**Verbeterings:** Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

**Terme:** Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n Bank- of Bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 29ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. Mev. Botha: KH46.)

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**Saak 4333/91****IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN**

In die saak tussen **Stadsraad van Randfontein**, Eiser, en **Gisela Cornelius**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en Lasbrief tot Geregtelike Verkoop met datum, 19 November 1991, sal die ondervermelde eiendom geregtelik verkoop word op 11 Desember 1992 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 116, Wheatlands-landbouhoewes, Registrasieafdeling IQ, Transvaal.

*Groot:* 3,7130 hektaar.

*Gehou kragtens:* Akte van Transort T31842/86.

*Bekend as:* Hoewe 116, Wheatlands-landbouhoewes, met verbeterings.

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

*Voorwaardes:* R5 000 of 10% 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, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw: CJO/CC/S524.)

#### Case 7679/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Hendrik Johannes Chrisstoffel Esterhuizen**, Execution Debtor

In pursuance of a Judgment of the above Honourable Court, and a warrant of execution, the property described as Holding 140 at Ivydale Agricultural Holdings Extension 1, Registration Division LS, Transvaal. In extent 4,2389 hectare. Held by Deed of Transfer T57750/81, will be sold at Holding 140, Ivydale Agricultural Holdings, Extension 1, Pietersburg, at 11:00 on 20 January 1993, without reserve and to the highest bidder.

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

Four bedroomed brick dwelling under iron roof with one and a half bathroom, kitchen, lounge and dining-room. Outbuildings consist of store-room and servant's room. Property fenced.

*The material conditions of the sale are:*

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

2. The sale is voetstoots and subject to:

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

2.2. The conditions of the title deed, and

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

Signed at Pietersburg on this the 2nd day of November 1992.

L. F. de Lange, for Meyer, Pratt & Luyt, P.O. Box 152, Pietersburg, 0700. Legnum Park, 20 Market Street, Pietersburg 0699. [Tel. (01521) 7-1133.] Docex 5. [Fax. (01521) 7-4161.]

#### Case 19086/92

PH 342

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom**, Plaintiff, and **Yeko Siyo**, Defendant

1. The undermentioned property will be sold on 9 December 1992 at 10:00, at the Sheriff's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, in execution of a judgment obtained in the above matter on 11 August 1992:

The Defendant's right, title and interest in and to the Leasehold of Erf 10103, Tokoza, Extension 5 Township.

Registration Division IQ, Transvaal.

*Measuring:* 252 (two hundred and fifty-two) square metres.

*Held by:* Certificate of Registered Grant of Leasehold TL47239/89.

*Situate at:* 10103, Tokoza Extension 5, Alberton, Transvaal.

*The property:*

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

Lounge, kitchen, bathroom, toilet and two bedrooms.



*Terms:*

3. 10% of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% on the proceeds of the sale up to an amount of R20 000 and thereafter 3% up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, during normal office hours.

Dated at Johannesburg on the 4th day of November 1992.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. Dennett/mm 301/E 35/92.)

**Saak 20679/92**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Gamat Ebreim Baron**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 10 Desember 1992 om 10:00, verkoop word deur die Balju te Overvaal-gebou, Eerste Verdieping, Krugerlaan 28, Vereniging, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 2 van Erf 5401, Ennerdale, Uitbreiding 9, Dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 375 vierkante meter.

Geleë te: Van Rooyensingel 20, Ennerdale-uitbreiding 9.

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

Enkelverdieping woonhuis met sitkamer, twee slaapkamers, badkamer en toilet, stort en toilet en kombuis.

Datum: 4 November 1992.

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

**Saak 15207/91**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Pretoria Bank Bpk.**, Eiser, en **P. J. de Waal, N.O.**, Eerste Verweerder, en **J. A. Nel**, Tweede Verweerder, en **Morrison Etienne Smit**, Derde Verweerder, en **M. G. Steenkamp**, Vierde Verweerder

Ingevolge 'n uitspraak van bogemelde Hof en 'n lasbrief tot beslaglegging, gedateer 23 Julie 1992, sal die ondergemelde eiendom op Woensdag, 9 Desember 1992 om 10:00, in eksekusie verkoop word te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria:

Gedeelte 1 van Erf 480, geleë in die dorpsgebied van Lynnwood, Registrasieafdeling JR, Transvaal, groot 1 350 vierkante meter, gehou kragtens Akte van Transport T61490/1989, ook bekend as Flindersteegstraat 450, Lynnwood.

Die volgende verdere inligting word verskaf, alhoewel niks in hierdie verband gewaarborg word nie:

Woonhuis met vier slaapkamers, sitkamer, eetkamer, studeerkamer, familiekamer, kombuis en opwaskamer, drie badkamers, twee toilette, twee buitekamers en motorhuis.

Die verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae te die kantore van die Balju, Pretoria-Oos, Pretoria. [Tel: (012) 326-2305/7.]

Gedateer te Pretoria hierdie 23ste dag van Oktober 1992.

P. R. Greyling, vir Couzyn, Hertzog & Horak, Prokureurs vir Eiser, Trustbankgebou, Sentraalstraat, Pretoria. (Verw: mnr. Greyling/HO/P301.)

**Saak 2079/92**

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

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Mervin Andries Hogins**, Eerste Verweerder, en **Ivy Roseline Hogins**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 28 Julie 1992, sal die ondervermelde eiendom geregtelik verkoop word op 11 Desember 1992 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1952, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 438 vierkante meter, gehou kragtens Akte van Transport T55104/1991, bekend as Stormrivierstraat 23, Toekomsrus, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sement teëldak wat bestaan uit twee slaapkamers, badkamer, kombuis, gekombineerde sit- en eetkamer, daar is geen buitegeboue nie en geen omheining. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

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

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

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N430.)

**Saak 7317/91**

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

In die saak tussen **Khayelethu Home Loans (Pty) Ltd**, Eiser, en **Malefetsane Lazarus Limapo**, 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 4 Desember 1992 om 10:00, by die Landdroskantoor te Vanderbijlpark, per publieke veiling deur die Balju verkoop word:

Erf 1516, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Stretford, gehou kragtens Grondbrief BL73527/1990, grootte 252 vierkante meter.

**Verbeterings** (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

**Die wesentlike voorwaardes van verkoop is:**

1. Voetstoots en sonder reserve.
2. Deposito van 5% 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 Vereeniging hierdie 4de dag van November 1992.

Jonker Verster & Vennote, Prokureur vir Eiser, Lesliestraat 6, Posbus 2183, Vereeniging. (Verw. mnr. Verster/DC/B.)

**Case 17710/92**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Christos Katsapas**, First Defendant, and **Nico Savva Thomas**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment, dated 12 October 1992, the undermentioned property will be sold in execution on Wednesday, 9 December 1992 at 10:00, at the Offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Portion 315 of the farm Randjesfontein 405, Registration Division JR, Transvaal, measuring 2,1115 hectares, held by the Defendants under Deed of Transfer T52530/1984, known as Ever Fair, Randjesfontein.

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

Vacant unimproved land.

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

Signed at Pretoria on this the 9th day of November 1992.

M. S. L. Coetzee, c/o Findlay & Niemeyer, Plaintiff's Attorneys, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

**Case 12383/91**

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

In the matter between **Trust Bank**, Plaintiff, and **Ulrich T. Heer**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 21 April 1992, the property listed herein will be sold in execution on 3 December 1992 at 10:00, at the Messenger's office, 8 Park Street, Kempton Park, to the highest bidder:

Certain: Erf 576, Glen Marais Township, Registration Division IR, Transvaal, held under Deed of Transfer T8139/85, measuring 1 832 square metres.



Situated: 24 Otto Avenue, Glen Marais, Kempton Park.

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

*Improvements:* Two houses on property which is surrounded by four walls.

*Terms:* The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 22% per annum within 30 (thirty) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Kempton Park.

Dated the 30th day of October 1992.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs. Swanepoel/KK422.)

#### Case 7697/92

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

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Reg. 87/01384/06), Plaintiff, and **Fairleads Properties CC**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 31 August 1992 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 January 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Holding 25, Fairlead Agricultural Holdings, Registration Division IR, Transvaal, situate on 25 Pretoria Road, Fairleads, in the Township of Fairleads, District of Benoni, measuring 1,1137 (one comma one one three seven) hectares.

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, family room, dining-room, kitchen, breakfast room, scullery, five bedrooms, dressing-room, three bathrooms, two showers, three toilets, double garage, patio, barbeque and jacuzzi.

*Conditions of sale:*

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

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

Dated at Benoni on this the 5th day of November 1992.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7446P/Mrs. Mattheys.)

C/o Hammond Pole & Dixon, First Floor, Regional House, 75 Elston Avenue, Benoni.

#### Case 7799/92

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

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Reg. 87/01384/06), Plaintiff, and **George Dlongolo**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 31 August 1992 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 January 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 14451, Daveyton Extension 3, formerly Site 51, Daveyton Extension 3 Township, Registration Division IR, Transvaal, situate on 51 Dzingwa Crescent, Daveyton, in the Township of Daveyton, District of Benoni, measuring General Plan L140/80, Land Surveyor's Plan, area of jurisdiction of the Chief Commissioner, Witwatersrand.

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

Building built of brick and plaster, tiled roof, comprising lounge, kitchen, three bedrooms, bathroom, toilet and utility room.

*Conditions of sale:*

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

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

Dated at Benoni on this the 9th day of November 1992.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7447P/Mrs. Mattheys.)

C/o Hammond Pole & Dixon, First Floor, Regional House, 75 Elston Avenue, Benoni.

**Saak 18333/92****IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(Witwatersrandse Plaaslike Afdeling)**Saambou Bank Bpk. versus Lawrence Shibiri**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 1 September 1992, sal die volgende eiendom op 9 Desember 1992 om 10:00, deur die Balju, Johria Hof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Die eiendom genaamd Erf 234, Spruitview-uitbreiding 1 dorpsgebied, Registrasieafdeling IR, Transvaal.

Geleë te Erf 234, Spruitview, met alle verbeteringe daarop.

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

Gedateer die 5de dag van November 1992.

Otto Hayes, St Albansstraat 38, Brixton.

**Saak 16615/92****IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(Witwatersrandse Plaaslike Afdeling)**Saambou Bank Bpk. versus Ntinos Stavrou**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 21 Julie 1992, sal die volgende eiendom op 10 Desember 1992 om 10:00, deur die Balju, Marshallstraat 131, Johannesburg, per publieke veiling verkoop word:

Die eiendom genaamd Erf 1497, Glenvista-uitbreiding 1 dorpsgebied, Registrasieafdeling IR, Transvaal.

Geleë te Norwichrylaan 44, Glenvista-uitbreiding 3, met alle verbeteringe daarop.

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

Gedateer die 4de dag van November 1992.

Otto Hayes, St Albansstraat 38, Brixton.

**Saak 21572/92****IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(Witwatersrandse Plaaslike Afdeling)**Saambou Bank Bpk. versus Malose Frans en Ledile Rebecca Rankapole**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 1 September 1992, sal die volgende eiendom op 9 Desember 1992 om 10:00, deur die Balju, Johria Hof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

'n Bevel dat die Verweerder se reg, titel en belang in Erf 1219, Likole-uitbreiding 1 dorpsgebied, Registrasieafdeling IR, Transvaal.

Geleë te Stand 1219, Likole-uitbreiding 1, Kattlehong, met alle verbeteringe daarop.

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

Gedateer die 3de dag van November 1992.

Otto Hayes, St Albansstraat 38, Brixton.

**Saak 21570/92****IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(Witwatersrandse Plaaslike Afdeling)**Saambou Bank Bpk. versus Bryce Thomas Bezuidenhout en Mariana de Almeida**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 8 September 1992, sal die volgende eiendom op 8 Desember 1992 om 10:00, deur die Balju, Johria Hof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Die eiendom genaamd Erf 51, Roodebult-dorpsgebied, Registrasieafdeling IR, Transvaal.



Geleë te Fire Thornstraat 21, Roodebult-uitbreiding 51, met alle verbeteringe daarop.

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

Gedateer die 3de dag van November 1992.

Otto Hayes, St Albansstraat 38, Brixton.

Case 748/87

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, previously Nedbank Ltd, Plaintiff, and **Ernest Haig Ewing**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), and writ of execution, dated 9 March 1988, the property listed herein will be sold in execution on Thursday, 3 December 1992 at 10:00, at the office of the Sheriff of the Supreme Court, 49 Kempston Avenue, Benoni, to the highest bidder:

Certain Holding 1, Norton's Home Estates A/Holdings, Registration Division IR, Transvaal, measuring: 1,8358 (one comma eight three five eight) hectares, situate on: Plot 1, Umtata Road, Norton Home Estates, Benoni.

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

*Improvements:* Dwelling consisting of entrance hall, family room, study, lounge, playroom, three bedrooms, two bathrooms, dressing-room, kitchen.

Flatlet consisting of entrance hall, kitchen, lounge, dining-room, three bedrooms, bathroom and toilet.

*Outbuildings:* Three servants' rooms, toilet and two store-rooms.

*Terms:* The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance against transfer to be secured by a bank- or building society guarantee, to be furnished to the Sheriff of the Supreme Court within thirty (30) days after the date of sale.

If transfer of the property is not registered within one month after the sale, the purchaser shall be liable for payment of interest to the Plaintiff at 20,5% per annum and to the bondholders at the rate applicable to the bonds on the respective amounts of the award to the Plaintiff and the bondholder in the plan of distribution as from the expiration of one month after the date to date of transfer.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court at 49 Kempston Avenue, Benoni.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, P.O. Box 367, Kempton Park. (Fax. 394-1987.) (Tel. 970-1000/6.) (Ref. Mr. Katz/mr.)

Saak 1580/90

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Bethuel Daysen Shimane Legoete**, Eerste Verweerder, en **Annie Makeromang Legoete**, Tweede Verweerder

Ingevolge uitspraak van die Landdros Randfontein, en lasbrief tot geregtelike verkoop met datum, 23 Augustus 1992 sal die ondervermelde eiendom geregtelik verkoop word op 4 Desember 1992 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 4045, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 416 vierkante meter, gehou kragtens Sertifikat van Geregistreerde Huurpag T49506/89.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

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

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

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N33/90.)

Saak 1357/91

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

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Gisela Cornelius**, Verweerder

Ingevolge uitspraak van die Landdros Randfontein, en lasbrief tot geregtelike verkoop met datum 24 September 1992, sal die ondervermelde eiendom geregtelik verkoop word op 11 Desember 1992 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 116, Wheatlands-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 3,7130 hektaar, gehou kragtens Akte van Transport 31842/1986, bekend as Hoewe 116, Wheatlands-landbouhoewes waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sement teëldak wat bestaan uit vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, familiekamer, 4 motorhuise, 'n boorgat en die perseel is omhein met draad.

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

**Voorwaardes:** R5 000,00 of 10% van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, 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 kantoor-ure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N215.)

Saak 2780/92

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Louis George Mokoena**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum, 27 Augustus 1992, sal die ondervermelde eiendom geregtelik verkoop word op 11 Desember 1992 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 4389, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 284 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL35892/1989.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet. Verbetering: Omheining.

**Voorwaardes:** 10% van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, 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 kantoor-ure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N39/92.)

Saak 4162/92

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

In die saak tussen **Allied Bank Bpk.**, Eiser, en **N. V. Ndamase**, Eerste Verweerder, en **M. N. Matsie**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp, en lasbrief vir geregtelike verkoping met datum 4 Mei 1992 sal die ondergemelde eiendom op Vrydag, 11 Desember 1992 om 09:00 by die kantoor van die Balju, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 1041, Kanana, Registrasie Afdeling IP, Transvaal, groot 403 (vierhonderd en drie) vierkante meter, gehou kragtens Akte van Transport TL60437/91.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserve verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Landdroshofwet 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, die Allied Bouvereniging Bpk.

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- en/of bougenootskapwaarborg.

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

4. **Voorwaardes:** Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Bode van die Hof, te Orkney nagesien word.

Geteken te Klerksdorp hierdie 5de dag van November 1992.

D. J. Joubert, vir Meyer Van Sittert & Kropman, Prokureurs vir Eiser, S A Permanentegebou, Boomstraat, Klerksdorp.



Saak 8682/89

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

In die saak tussen **Allied Bank Bpk.**, Eiser, en **P. J. H. Blom**, Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp, en lasbrief vir geregtelike verkoping met datum 6 Oktober 1989, sal die ondergemeinde eiendom op Vrydag, 4 Desember 1992 om 10:00, by die kantore van die Balju, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 1249, Klerksdorp, Registrasieafdeling IP, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T2367/86.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 'n bedrag van 10% van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- en/of bougenootskapwaarborg.

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

4. *Voorwaardes:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Bode van die Hof, te Klerksdorp, nagesien word.

Geteken te Klerksdorp hierdie 6de dag van November 1992.

D. J. Joubert, vir Meyer Van Sittert & Kropman, Prokureurs vir Eiser, S A Permanentegebou, Boomstraat, Klerksdorp.

Saak 173/86

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, Eiser, en **H. F. Klein**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 18 Maart 1986, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprijs, deur die Balju in eksekusie verkoop word op 3 Desember 1992 om 10:00:

Resterende gedeelte van Erf 318, geleë in die dorpsgebied Claremont, Registrasieafdeling JR, Transvaal, grootte 1 352 vierkante meter, gehou kragtens Akte van Transport T38117/1970 (die eiendom is ook beter bekend as Weirstraat 845, Claremont, Pretoria).

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Wes, Tweede Verdieping, Olivetti-huis, hoek van Pretorius- en Schubartstraat, Pretoria.

*Vereterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak, bestaande uit vyf slaapkamers, twee badkamers, twee sitkamers, naaldwerkkamer, eetkamer, kombuis, waskamer, buitegebou synde 'n bediendekamer met toilet, swembad.

*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 10de dag van November 1992.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. Mnr. v.d. Burg/avdp/F538/B1.)

Saak 8320/92

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

In die saak tussen **Nedcor Bank**, Eiser, en **Petrus Johannes van der Heever**, Verweerder

Ingevolge 'n uitspraak van die Landdros Klerksdorp, en lasbrief vir eksekusie teen goed met datum 4 Augustus 1992, sal die ondervermelde eiendom op Vrydag, 4 Desember 1992 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 527, geleë in die dorpsgebied, Ellaton, Registrasieafdeling IP, Transvaal, groot 798 (sewehonderd agt-en-negentig) vierkante meter, onderhewig aan die volgende voorwaardes:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 22,75% 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: 'n Enkelverdiepingwoning na bewering bestaande uit drie slaapkamers, twee badkamers, eetkamer, sitkamer en kombuis.

*Buitegeboue:* Motorafdak.

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, nagesien word.

Gedateer te Klerksdorp op hierdie 5de dag van November 1992.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanente Gebou, Boomstraat 27, Posbus 22, Klerksdorp, 2570.

#### Saak 121/92

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

In die saak tussen **Nedcor Bank**, Eiser, en **Papalia Douglas Nxoloza**, Eerste Verweerder, en **Mapule Elizabeth Nxoloza**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros Klerksdorp, en lasbrief vir eksekusie teen goed met datum 6 Junie 1992, sal die ondervermelde eiendom op Vrydag, 4 Desember 1992 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

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

Perseel 1721, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 260 (tweehonderd en ses-tig) vierkante meter, onderhewig aan die volgende voorwaardes:

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

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 22,75% 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: 'n Enkelverdiepingwoonhuis na bewering bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer en sitkamer.

*Buitegeboue:* Twee motorafdakke.

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, nagesien word.

Gedateer te Klerksdorp op hierdie 6de dag van November 1992.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanente Gebou, Boomstraat 27/Posbus 22, Klerksdorp, 2570.

#### Saak 399/92

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

In die saak tussen **ABSA Bank Bpk** (United Divisie), Eiser, en **S. J. N. Kruger** en **S. F. Kruger**, Verweerders

Die Balju van die Landdroshof, Kriel, is van voorneme om te verkoop, na aanleiding van 'n lasbrief uitgereik in bogemelde Agbare Hof vir die voldoening aan 'n vonnis van die Agbare Hof, en sal verkoop word by wyse van openbare veiling aan die hoogste bieder:

Erf 2645, Uitbreiding 11, Registrasieafdeling IS, Transvaal, groot 1 080 (een nul agt nul) vierkante meter ook bekend as Kingfisherstraat 71, Kriel.

*Die verkoping is onderhewig aan die volgende voorwaardes:*

1. (a) Die verkoping sal onderhewig wees aan die voorwaardes en reëls soos neergelê deur die Landdroshofwet, No. 32 van 1944, soos gewysig.

(b) Die eiendom sal sonder reserwe aan die hoogste bieder verkoop word.

2. (a) Indien enige geskil sou ontstaan aangaande enige bod, mag die eiendom, volgens die diskresie van die Balju of Afslaer weer opgeveil word en sy oordeel oor die finale bod sal in alle gevalle finaal wees.

(b) Indien die Balju of Afslaer enigsins sou fouteer in verband met die verkoop van die eiendom, sal sodanige fout nie bindend wees ten opsigte van enige van die partye tot die koop nie en sal sodanige fout reggestel word.

3. Sou die Balju of Afslaer rede hê om te glo dat 'n bieder nie in staat is om die deposito waarna in Klousule 8 verwys word, of die balans van die koopsom te betaal nie, mag hy weier om die bod van so 'n bieder te aanvaar of mag hy dit voorlopig aanvaar, welke aanvaarding slegs finaal sal word wanneer sodanige bieder hom tevrede stel dat hy beide voormelde bedrae kan betaal. In geval van die verwerping van 'n bod in sulke omstandighede, mag die eiendom onmiddellik opgeveil word.

4.1 Die koper moet onmiddellik na die verkoping hierdie voorwaardes van verkoop onderteken nadat hy deur die Balju of Afslaer versoek is om dit te doen en indien hy namens iemand anders gekoop het sal hy die naam en adres van sy prinsipaal en die se skriftelike magtiging toon. Indien sulke skriftelike magtiging nie getoon kan word nie, sal die hoogste bieder self as die koper beskou word.



4.2 Indien die hoogste bod op Eksekusieskuldeiser toegeslaan word, sal die bepaling vervat in Paragraaf 4.1 nie van toepassing wees nie.

5. (a) Die koper sal aan die Plaaslike Owerheid of enige ander liggaam of persoon, geregtig daarop, alle erfbelastings, sanitêre, elektrisiteits- en waterfooie asook padkonstruksiekoste, onbetaalde rioolleninge en elektriese toestelle en enige ander bedrae van watter aard ookal, wat volgens voorskrif betaalbaar is om oordrag van die eiendom in sy naam te bekom, betaal en sal ook sonder versuim aan die Eiser se prokureurs die koste van oordrag, seëlregte, lisensies, koste verbonde aan die verkryging van die Meester se toestemming, indien nodig, sertifikate verwys na die Boedelwet Nommer 66 van 1965, soos gewysig, uitklaringsertifikaat, sanitêre fooie, insluitende rioolgelde en vuilgoedverwyderingsfooie, enige aansluitingsfooie wat betaalbaar mag wees, rente en alle ander bedrae wat benodig mag wees om transport van die eiendom te verkry, betaal.

(b) Die koper sal aanspreeklik wees vir die betaling van en sal betaal aan die Balju of Afslaer, die se fooi en kommissie in verband met die verkoping bereken teen 4% (vier persent) van die koopprys van die eiendom wat verkoop word, asook die koste in verband met advertensies en die koste verbonde aan die voorwaardes en kennisgewing van verkoop.

(c) Nieteenstaande enigiets teenstrydig met voorgenoemde, sal die bedrag betaalbaar in terme van Klousule 5 (a) binne 7 (sewe) dae na die dag van verkoop aan die Eiser se prokureurs betaal word deur die koper. Die bedrag betaalbaar in terme van Klousule 5 (b) aan die Balju of Afslaer sal ook deur die Koper betaal word onmiddellik na die datum van verkoop aan die Balju of Afslaer.

6. Die eiendom word verkoop onderhewig aan enige bestaande geldige huurreg. Indien die bedrag sodoende ingevorder nie voldoende is om die bedrag verskuldig aan die Eksekusieskuldeiser te vereffen nie, dan sal die eiendom verkoop word vry van enige huurooreenkomste aangegaan na die registrasie van die verband gepasseer oor bogenoemde eiendom ten gunste van die Eksekusieskuldeiser. Onderhewig aan die voorgaande sal die koper geregtig wees op okkupasie en besit van die eiendom by die betaling van die deposito verwys na in Klousule 8 (a) hiervan en by die betaling van die koste en bedrae verwys na in Klousule 5 hiervan, onderhewig verder daaraan dat indien die Eksekusieskuldenaar steeds in okkupasie van die eiendom is na datum van hierdie verkoping en sodanige bly, dat die koper op sy eie koste, nadat registrasie van transport in sy naam plaasgevind het, self sy regte tot okkupasie sal laat afdwing, indien nodig. Die risiko van die eiendom sal van die koper wees vanaf datum van ondertekening van hierdie verkoopvoorwaardes deur die koper of sy gevolmagtigde. Ondanks enige iets tot die teendeel hierin, sal die Eksekusieskuldeiser, of sy gevolmagtigde, indien die hoogste bod op die Eiser toegeslaan word, geregtig wees op besit en okkupasie vanaf datum van die geregtelike verkoping.

7. Die Eksekusieskuldeiser, die Balju of Afslaer waarborg nie die toestand van die eiendom wat verkoop word nie en die eiendom word voetstoots verkoop. Die eiendom word verkoop in ooreenstemming met en onderhewig aan al die voorwaardes van die Transportkoste en kaart (indien enige) daarvan en nog die Eiser nog die Balju of Afslaer waarborg die grootte daarvan. Hulle sal nie verantwoordelik wees vir enige tekort of gebrek ten opsigte van die eiendom nie en nog die Eksekusieskuldeiser of Eksekusieskuldenaar sal geregtig wees om aanspraak te maak op enige oorskot wat mag bestaan nie. Die eiendom word verkoop in ooreenstemming met die voorwaardes en serwitute (indien enige) uiteengesit in die oorspronklike en daaropvolgende aktes van transport en die endossemente daarop en alle ander voorwaardes wat ten opsigte daarvan mag bestaan. Die Balju en die Eksekusieskuldeiser sal nie verplig wees om enige grenslyne, penne of bakens ten opsigte van die eiendom uit te wys nie.

8. Die koopprys sal soos volg betaal word:

8.1 10% (tien persent) van die volle koopsom onmiddellik by aangaan van die koop.

8.2 Die volle balans plus rente teen die koers wat betaalbaar is ten tye van die plaasvind van hierdie verkoping aan die Eksekusieskuldeisers op die bedrag van die Eksekusieskuldeiser se eis (en in geval van enige ander Preferenteskuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis op voorwaarde dat sodanige ander Preferenteskuldeiser besonderhede van rente betaalbaar, skriftelik bekend maak aan die oordragprokureurs binne 10 (tien) dae na datum van hierdie verkoop) vanaf datum van verkoop tot die datum van registrasie van transport in die koper se naam, en sal gewaarborg word deur 'n bank- of bougenootskapwaarborg tot die bevrediging van die Balju en die Eiser se Aktebesorgers. Die waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksies van die Balju aan die Eiser se prokureurs oorhandig word en sal voorsiening maak vir betaling van die genoemde volle balans en rente teen registrasie van transport, op voorwaarde dat, indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie, en dat die Eiser die volle koopprys, plus rente, in kontant aan die Balju sal betaal teen oordrag.

8.3 Behoudens bostaande word bepaal, dat indien die koopprys minder is as die bedrag van die Eksekusieskuldeiser se eis, die koper slegs aanspreeklik sal wees vir die betaling van rente op die koopprys teen die koers wat gehef word deur die Eksekusieskuldeiser ten aansien van hul eis.

8.4 Indien die hoogste bod toegeslaan word op Eksekusieskuldeiser, is Eksekusieskuldeiser nie verplig om die deposito waarna verwys word in Paragraaf 8.1 hierbo te betaal nie. Die verpligtinge van die koper waarna verwys word in 8.2 hierbo, sal ook nie afdwingbaar wees teen Eksekusieskuldeiser self as koper nie, maar sal wel betrekking hê op die Eksekusieskuldeiser se genomineerde, soos hierinlater bepaal en sal die tydperke vermeld in Paragraaf 8.2 hierbo, bereken word vanaf datum van sodanig nominasie.

8.5 Die Eksekusieskuldeiser behou die reg voor, om, in geval van 'n genomineerde as Transportnemer, afstand te doen van enige voorwaarde hierin vervat wat verband hou met 'n reg van die Eksekusieskuldeiser, na die volle en uitsluitlike diskresie van die Eksekusieskuldeiser.

9. Die koper sal verantwoordelik vir die betaling van alle assuransiepremies ten opsigte van enige assuransië ten opsigte van verbeterings op bogenoemde eiendom wat verval na ondertekening van hierdie voorwaardes deur die koper. Indien enige verbeterings nie verseker is nie, sal die koper verplig wees om onmiddellik sulke verbeterings te verseker op sy eie koste, by gebreke waarvan die Balju dit mag doen op die koste van die koper.

10. Die lewering van die eiendom hierin vermeld aan die Transportnemer daarvan sal vir alle doeleindes geag word 'n private lewering te wees en nie 'n lewering in die loop van besigheid nie. Ongeag enige iets tot die teendeel hierin vervat word ooreengekom dat die transportnemer, indien belasting of toegevoegde waarde betaalbaar is ten opsigte hiervan, aanspreeklik sal wees vir sodanige betaling.

11. (a) Indien die koper in gebreke bly om te voldoen aan enige van die voornoemde voorwaardes sal die verkoping in so 'n geval na die keuse van die Vonniskskuldeiser gekanselleer word by wyse van 'n skriftelike kennisgewing deur die Balju aan die koper. Sodanige kennisgewing sal gestuur word aan die koper na die adres van die eiendom hiermee verkoop ongeag of die koper die okkupant van sodanige eiendom is, alternatiewelik, deur die keuse van die Balju aan die Koper by enige ander adres wat voorheen deur die koper aangewys is.

(b) Indien die verkoping gekanselleer word soos hierbo uiteengesit, sal die koper die deposito verbeur as vooruitbrekende en gelikwideerde skadevergoeding.

(c) Nieteenstaande enigiets tot die teendeel hierin vermeld, sal die Vonniskskuldeiser die reg hê om van die koper enige verlies wat opgedoen mag word as gevolg van die verbreking van die voorwaardes hierin deur die koper, te verhaal. Sodanige verlies sal geag word in te sluit maar sal nie noodwendig beperk word tot, die verskil tussen die koopprys en die verkoopprijs verkry deur enige daaropvolgende koste van watter aard ookal verbonde aan hierdie verkoping en enige daaropvolgende verkoping van die eiendom (behalwe in soverre sodanige koste verhaal mag word van enige latere koper).

(d) Indien enige verlies voortvloei as gevolg van kansellering hiervan sal sodanige verlies geag word deur die Vonniskskuldeiser gelyk te word, ongeag die feit dat die Vonniskskuldeiser nie 'n party tot die koop-ooreenkoms is nie en die Vonniskskuldeiser sal die reg hê om enige stappe te neem om voorgenoemde bedrae te verhaal in terme van voorgaande.

(e) Indien die Vonniskskuldeiser in gebreke bly om die Balju binne 3 (drie) dae na die ondertekening hiervan tot die teendeel mee te deel, sal die Vonniskskuldeiser geag word die voordele hierin verleen, te aanvaar.

12. Transport sal so spoedig moontlik na die verkoping of na die nominasie van die koper deur die Eksekusieskuldeiser en na voldoening aan hierdie verkoopvoorwaardes gegee word en sal geregistreer word deur die Vonniskskuldeiser se Transportbesorger.

13. Enige kennisgewing wat aan die koper gegee word ingevolge hierdie verkoopvoorwaardes, sal geag word afgelewer te wees indien dit per vooruitbetaalde geregistreerde pos aan hom gestuur is by die eiendom hiermee gekoop, welke eiendom die koper hiermee kies as sy *domicillium citandi et executandi* vir alle doeleindes ingevolge hierdie ooreenkoms.

14. Die eiendom word verkoop onderhewig aan die bepalinge van artikel 3 van die Wet op die Beperking en Bekendmaking van Finansieringskoste, No. 90 van 1980, soos gewysig.

15. Indien die vonnis en/of lasbrief teen die Eksekusieskuldenaar of die geregtelike verkoping tersyde gestel word, om welke rede ookal, erken die koper dat daar geen reg van verhaal van watter aard ookal bestaan in verband met sodanige tersydestelling nie, behalwe vir sover die koper geregtig sal wees op terugbetaling, sonder rente, van die gelde wat hy betaal het in verband met die koopprys en in verband met die koste van die Afslaer, in geval van sodanige tersydestelling.

16. Dit word bepaal dat indien die hoogste bod op die Eksekusieskuldeiser toegeslaan word, die volgende voorwaardes sal geld:

16.1 Die Eksekusieskuldeiser sal binne 30 (dertig) dae na datum hiervan die belastinge betaalbaar aan die Plaaslike Owerheid ten opsigte van die eiendom hiermee verkoop betaal en sodanige betalings in stand hou totdat 'n genomineerde in terme hiervan aangewys is.

16.2 Sodanige inkoop sal geskied op die basis dat die Eksekusieskuldeiser vir 'n genomineerde koop en die genomineerde sal dan vir alle doeleindes in terme hiervan as koper geag word.

16.3 Hierdie ooreenkoms sal slegs bindend word op die Eksekusieskuldeiser indien die Eksekusieskuldeiser nie 'n koper nomineer wat by wyse van ondertekening hiervan, die nominasie aanvaar binne 12 (twaalf) maande na datum hiervan nie.

16.4 Die genomineerde is, bo en behalwe die terme van hierdie voorwaardes, verplig om 'n verdere bedrag van R100 te betaal aan die Eksekusieskuldeiser, voor datum van registrasie van die transport van die eiendom in die naam van die genomineerde, met betrekking tot sy/haar nominasie. Die genomineerde aanvaar aanspreeklikheid vir die betaling van enige hereregte wat betaalbaar mag wees met betrekking tot sodanige addisionele betaling aan die Eksekusieskuldeiser.

Frank le Roux, Eerste Verdieping, Mega Plaza, Walterstraat, Posbus 149, Kriel. [Tel. (013638) 2238/9.] [Fax. (013638) 4806.] (Verw. Frank le Roux/vdh.)

Saak 10836/91

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

In die saak tussen **Nedcor Bank**, Eiser, en **Legana Trading Enterprise BK**, Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 26 November 1991 sal die ondervermelde eiendom op Vrydag, 11 Desember 1992 om 09:00 te Balju van die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

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

Erf 1487, Kanana-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 446 (vierhonderd ses-en-veertig) vierkante meter onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, Nedperm Bank Bpk.



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 22,75% 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:

'n Slaghuis.

**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, 2620, nagesien word.

Gedateer te Klerksdorp op hierdie 6de dag van November 1992.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanente-gebou, Boomstraat 27, Posbus 22, Klerksdorp.

**Saak 13284/89**

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

In die saak tussen **Nedcor Bank**, Eiser, en **Motshaena Boy Lao**, Eerste Verweerder, en **Sisi Kate Lao**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 9 September 1992 sal die ondervermelde eiendom op Vrydag, 4 Desember 1992 om 10:00 te die Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

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

Perseel 747, Jouberton-dorpsgebied-uitbreiding 2, Registrasieafdeling IP, Transvaal, groot 261 (tweehonderd een-en-sestig) vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, Nedperm Bank Bpk.

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 22,75% 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:

'n Enkelverdieping woning na bewering bestaande uit:

Vier slaapkamers, badkamer, sitkamer, eetkamer en kombuis.

*Buitegeboue:* Motorafdak.

**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, 2620, nagesien word.

Gedateer te Klerksdorp op hierdie 3de dag van November 1992.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanente-gebou, Boomstraat 27, Posbus 22, Klerksdorp.

**Saak 2119/92**

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

In die saak tussen **Eskom Finance Company (Edms.) Bpk.**, Eiser, en **Ezekiel Vilane**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie gedateer 7 Oktober 1992, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, te Witbank, op 27 November 1992 om 10:00:

Erf 4289, kwa-Guqa-uitbreiding 7, Witbank.

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

Gedateer te Witbank op hede die 6de dag van November 1992.

Van Heerden, Marais & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Posbus 6, Witbank. (Verw. Mev. De Jager/4875-52848.)

Saak 1026/92

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

In die saak tussen **Eskom Finance Company (Edms.) Bpk.**, Eiser, en **B. B. Shabangu**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie gedateer 17 September 1992, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, te Witbank, op 27 November 1992 om 10:00:

Erf 1120, kwa-Guqa-uitbreiding 3, Witbank.

Die eiendom synde 'n woonhuis, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal, rente op Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Balju, Landdroshof, Witbank, en by die Eiser se prokureurs, Van Heerden, Marais & Brummer Ingelyf.

Gedateer te Witbank op hede die 6de dag van November 1992.

Van Heerden, Marais & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Posbus 6, Witbank. (Verw. Mev. De Jager/4672-52736.)

Saak 457/92

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

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **Hendrik David Combrinck**, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 20 Oktober 1992, word die hiernavermelde eiendom op Dinsdag, 15 Desember 1992 om 11:00, voor die Landdroskantoor, Carolina geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Resterende gedeelte van Erf 385, in die dorp Carolina, Registrasieafdeling IT, Transvaal.

Groot 2 676 (twee ses sewe ses) vierkante meter.

Gehou kragtens Akte van Transport T32539/85.

Die eiendom is verbeter en bestaan uit drie slaapkamers, kombuis, badkamer en sitkamer.

**Voorwaardes:** Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju Carolina uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalinge daarvan die volgende:

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 60 (sestig) dae na datum van verkoping.
2. Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.
3. Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 5de dag van November 1992.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. Van der Wath/em SJC 014.)

Saak 23204/91

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Willem Petrus Malan**, Eerste Verweerder, en **Jan Gysbert Malan**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 3 Maart 1992 en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 10 Desember 1992 om 10:00, by die kantore van die Balju, Kempton Park, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Erf 357, Edleen, distrik Kempton Park, Registrasieafdeling IR, Transvaal.

Groot: 991 vierkante meter.

Gehou: Kragtens Akte van Transport T16042/1977.

**Verbeterings:** Sitkamer, twee en 'n half badkamer, eetkamer, drie toilette, vier slaapkamers, twee motorhuise, kombuis, studeerkamer, familiekamer of TV-kamer, swembad, geplaveide oprit, alles is onder sinkdak en is omring deur vier wit mure.

**Terme en voorwaardes:**

**Terme:** Die koopprijs 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 Balju van die Hooggeregshof van Kempton Park, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Balju Kempton Park, Parkstraat 8, Kempton Park.

Geteken te Pretoria op hierdie 11de dag van November 1992.

Tim du Toit & Kie. Ingelyf, Prokureurs vir Eiser, 19de Verdieping, Volkskasgebou, Strijdomplein, Pretoria. (Tel. 325-2277/88.) (Verw: mnr. Beukes.RK.)



Saak 14780/92

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Andries Jacobus Schoeman**, Eerste Verweerder, en **Maria Elizabeth Schoeman**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 27 November 1992 om 11:15, verkoop word deur die Balju te Leeuwpootstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 8 ('n gedeelte van Gedeelte 1) van Erf 228, Cinderella-dorpsgebied, Registrasieafdeling IR, Transvaal.

Groot: 1 000 vierkante meter (geleë te Malanstraat 9, Cinderella, Boksburg).

Datum: 6 November 1992.

H. S. B. van Graan, vir Shane Van Graan, Suite 2, IVH Sentrum, Leeuwpootstraat 142, Boksburg. (Tel. 892-1000) (Verw. mnr. Van Graan/EB.)

Case 3395/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **B. R. Khasa**, First Defendant, and **P. M. Khasa**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 7 May 1991 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 09:00, at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

*Property (1):* 646 Duduza, Nigel; Registration Division IR, Transvaal.

*Measuring:* 260 square metres.

*Postal address:* 646 Ntombela Street, Duduza, Nigel.

*Improvements* (but nothing is guaranteed in respect hereof): Brick building with tiled roof, kitchen, lounge, two bedrooms, bathroom/toilet, garage and two outside buildings.

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 9th of November 1992.

J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/N91059.)

Case 8426/89

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **J. P. van der Merwe**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 19 October 1989, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

*Property (1):* 29 Strubenvale, Springs, Registration Division IR, Transvaal, measuring 1 507 square metres.

*Postal address:* 15 Visser Street, Strubenvale, Springs.

*Improvements* (but nothing is guaranteed in respect hereof): Brick building with tiled roof, two bedrooms, lounge, dining-room, kitchen, bathroom two garages and toilet.

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% 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 6th day of November 1992.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr van Heerden/S89172.)

Case 26052/92  
PH 388

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Loganathan Naidoo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, at 10:00 on Thursday, 10 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1165, Zakariyya Park Extension 5 Township, Registration Division IQ, Transvaal, area 851 (eight hundred and fifty-one) square metres, situation 1165 Senna Street, Zakariyya Park Extension 5.

*Improvements* (not guaranteed): A house consisting of four bedrooms, two bathrooms, kitchen and lounge, with garage.

*Terms*: 10% of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 9th day of November 1992.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. Foreclosures N5:NT221.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **Tullis Equipment Finances**, Eiser, en **D. J. van der Merwe**, Verweerder

Die Geregsbode van Bethal, Transvaal, bied aan die volgende eiendom in eksekusie op 'n openbare veiling te die Landdroskantoor, Kriel, op 9 Desember 1992 om 11:00, te verkoop, kragtens 'n beslaglegging deur die Geregsbode van hierdie Hof gemaak:

Sekere Erf 2876, in die dorpsgebied Kriel-uitbreiding 12, Registrasieafdeling IS, Transvaal, groot 1 252 (een twee vyf twee) vierkante meter, gehou kragtens Akte van Transport T42316/89, straatadres, Crowsingel 5, Kriel, Transvaal, tesame met alle verbeterings daarop.

Die verkoop van die eiendom sal onderhewig wees aan die volgende voorwaardes:

1. Die bepalings van artikel 66 van die Landdrosdshofwet, Wet 32 van 1944, soos gewysig, sal ter alle tersaaklike tye van toepassing wees.

2. Die eiendom word voetstoots verkoop en verskaf die afslaer geen waarborge hoegenaamd nie en onderhewig aan alle bepalings van die bestaande Akte van Transport, Munisipale Regulasie en Bywette.

3. Die eiendom sal verkoop word aan die hoogste bieder en is die beslissing van die geregsbode finaal.

4. Die geregsbode sal aanbiedinge in veelvoude van R100 (eenhonderd rand) alleen ontvang. Die geregsbode sal nie verlig wees om enige aanbod te aanvaar nie en is enige beslissing in hierdie verband deur hom geneem op eie diskresie finaal en bindend.

5. Die koper sal verlig wees om 'n deposito van 10% (tien persent) te betaal onmiddellik nadat die bod op hom toegestaan is en hy hierdie skriftelike voorwaardes van verkoop onderteken en aanvaar het. Vir die balans van die koopprys met die koper 'n goedgekeurde bank- en/of bouverenigingwaarborg lewer aan die prokureurs van die Eksekusieskuldeiser, Frank le Roux, binne 30 (dertig) dae na die datum van verkoping.

6. Die koper sal verder verantwoordelik wees vir betaling van die volgende, naamlik:

6.1 Okkupasierente teen 'n koers soos bepaal deur United Bank Bpk. (ELAB), deur die balans koopprys vanaf datum van koop tot datum van registrasie van die eiendom in die naam van die koper.

6.2 Die koste van registrasie van transport in die naam van die koper, waarby in begrepe is hereregte en Akte-vervaardigersfooie.

6.3 Die kommissie van die afslaer, die Geregsbode van Bethal.



6.4 Alle agterstallige belasting verskuldig aan die Stadsraad van Kriel en ook verskuldig vanaf datum hiervan. Tot en met datum hiervan beloop die agterstallige belasting die bedrag van ongeveer R..... en kan die korrekte bedrag verkry word by die Stadsraad van Kriel of by die Eksekusieskuldeiser.

7. Die prokureurs van die Eksekusieskuldeiser, Frank le Roux, Kriel, sal toesien tot die registrasie van die eiendom in die naam van die koper. Die koper sal verplig wees om alle koste van die transport te betaal by die genoemde prokureursfirma binne 7 (sewe) dae nadat 'n rekening daarvoor skriftelik aan die koper gelewer is. Die koper sal met ondertekening hiervan 'n skriftelike adres verskaf waar sodanige rekening gelewer kan word. Die gemelde prokureur sal voortgaan met registrasie van die Transport nadat die koper aan alle voorwaardes van die verkoping voldoen het.

8. Die Eksekusieskuldeiser sal besit en okkupasie van die eiendom aan die koper gee teen ondertekening van hierdie ooreenkoms en sal die koper vanaf die datum van ondertekening hiervan okkupasiehuur betaal gelykstaande aan die heersende bouverenigingrentekoers.

9. Nieteenstaande hierdie bepalings gaan die risiko van die eiendom oor op die koper nadat hy hierdie voorwaardes aanvaar en onderteken het.

10. In die geval dat die koper enige of almal van die bepalings hiervan nie stiptelik of enigsins nakom nie, sal die Eksekusieskuldeiser geregtig wees om hierdie verkoping te kanselleer en sal dit van nul en gener waarde wees nie.

11. In daardie geval sal die Eksekusieskuldeiser onmiddellik herbesit van die eiendom neem en sal die Eksekusieskuldeiser 'n bedrag terughou ter delging van die koste van die veiling vir skade wat die Eksekusieskuldeiser gelyk het en erken die koper dat die Eksekusieskuldeiser sodanige bedrag kan terughou van die koper en dat die koper geen eis het teen die Eksekusieskuldeiser vir die terugbetaling van sodanige bedrag nie.

12. Die koper sal alle dokumente wat redelikerwys benodig mag word om gevolg te gee aan hierdie verkoping en die registrasie van die transport in sy naam, onmiddellik onderteken by die kantore van die prokureurs van die Eksekusieskuldeiser nadat hy versoek is om dit te doen.

Frank le Roux, Mega Plaza, Eerste Verdieping, Walterstraat, Posbus 149, Kriel, 2271. [Tel. 013638) 2238/9.] [Fax. (013638) 4806.] (Verw. Frank le Roux/vdh.)

#### Case 16185/91

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Allied Building Society Ltd**, Plaintiff, and **Jabulani Fanny Mahlangu**, First Defendant, and **Sabeth Ngwege Mahlangu**, Second Defendant

A sale will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on 4 December 1992 at 11:00:

*Certain:* All right, title and interest in the leasehold in respect of Erf 1658, Block BB, PB43/89, Soshanguve, situate in the area of the Regional Representative Development Aid, Soshanguve.

*Measuring:* 177 square metres.

*Known as:* Erf 1658, Block BB, Soshanguve.

Held under Certificate of Right of Leasehold 2280/90.

*Improvements:* Lounge, dining-room, two bedrooms, bathroom and kitchen.

Nothing in this respect is guaranteed.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord.

Jacobson & Levy Inc. [Tel. (012) 546-1831/2.]

#### Case 18066/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Kgantshi Samuel Mokwena**, First Defendant, and **Tsholo Felo Salaminah Mokwena**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit a sale will be held at the office of the Deputy Sheriff, Wonderboom, Portion 83, De Onderstepoort, just north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 4 December 1992 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Leasehold Site 935, Block M, together with all erections or structures thereon as shown on General Plan PB151/83, and held by Deed of Transfer T957/91 in the Township of Soshanguve, District of Pretoria, measuring 701 (seven hundred and one) square metres.

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

A basic compact house with tiled roof consisting of lounge, kitchen, three bedrooms and wire fencing.

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

Dated at Pretoria on this the 9th day of November 1992.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. (Tel. 320-8500.) (Ref. EME/ep S1213/92.)

Saak 10637/92

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Bpk.**, Eiser, en **R. C. J. Wagner**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word sonder 'n reserweprys te die kantore van die Adjunkbalju, Wonderboom, Gedeelte 83, De Onderstepoort, net noord van Sasko Meule, ou Warmbadpad, Bon Accord, op 18 Desember 1992 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Adjunkbalju vir die Hooggeregshof, Pretoria-Noord, voor die verkoping ter insae sal lê:

Erf 195, geleë in die dorpsgebied Florauna, Registrasieafdeling JR, Transvaal.

Groot: 4 143 vierkante meter.

Gehou kragtens Akte van Transport T22502/90.

Die eiendom staan bekend as Kamdeboweg 669, Florauna, Pretoria-Noord.

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

*Verbeterings:*

Die gebou is 'n luukse dubbelverdiepinggebou met woonstel bestaande uit ses slaapkamers, twee sitkamers, eetkamer, twee en 'n half kombuise, drie en 'n halwe badkamers, aparte toilet, twee studeerkamers, waskamer, spens en jacussi. Die buitegebou bestaan uit twee bediendekamers, drie motorhuise en het die eiendom 'n toegeruste boorgat.

Geteken te Pretoria op hierdie 12de dag van November 1992.

Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, Sanlamsentrum Middestad, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. Mnr. van der Merwe/RS/EB2 0045.)

Saak 1725/91

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

In die saak tussen **Allied Bouvereniging Bpk.**, Eksekusieskuldeiser, en **Aletta Gertruida de Lange**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Ermelo, sal die eiendom hieronder vermeld, per openbare veiling verkoop word voor die Landdroshof, Jan van Riebeeckstraat, Ermelo, op Donderdag, 10 Desember 1992 om 11:00, naamlik:

Gedeelte 1 van Erf 544, geleë in die dorp Ermelo, Registrasieafdeling IT, Transvaal.

Groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter.

Ook bekend as Smutsstraat 30, Ermelo.

Die eiendom is verbeter.

*Voorwaardes:*

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Ermelo, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys, moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer, binne dertig (30) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik nadat die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, tesame met Belastinge op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer die 10de dag van November 1992.

Dr. M. M. Nolte, De Clercqstraat 11, Posbus 114, Ermelo, 2350.

Case 7884/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Royston Plant**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 23 October 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 09:00 at the premises of the Magistrate's Court, Nigel, Church Street, to the highest bidder:

*Property (1):* Erf 1288, Dunnottar, Nigel, Registration Division IR, Transvaal, measuring 1 963 square metres.



*Postal address:* 142 Prinsep Avenue, Dunnottar, Nigel.

*Improvements* (but nothing is guaranteed in respect hereof):

Brick building with corrugated iron roof, kitchen, lounge/dining-room, three bedrooms, bathroom, toilet, garage, outside room with toilet and swimming-pool.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Court 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 10th day of November 1992.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/N92063.)

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

In the matter between **Jacobus de Jager**, Plaintiff, and **Hendrik Johannes Marthinus Theunissen**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Office, Morgan Street, Tzaneen, on Friday, 4 December 1992 at 10:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

1. Portion 43 of the farm Jaffray 511, Registration Division LT, Transvaal, measuring 74,7088 hectares held by the Defendant by virtue of Deed of Transfer T83996/1990.

*Improved as follows:* Three-bedroomed house, bathroom, lounge, dining-room, kitchen and store-room.

2. Portion 8 of the farm Hamawasha 557, Registration Division LT, Transvaal, measuring 8,5653 hectares held by the Defendant by virtue of Deed of Transfer T56504/1990.

*Improved as follows:* Four-bedroomed house, two bathrooms, lounge, dining-room, kitchen, wooden shed and garage.

3. Erf 576, Tzaneen Extension 6, measuring 2 564 square metres, held by the Defendant by virtue of Deed of Transfer T23858/1987.

*Improved as follows:* Five-bedroomed house, two bathrooms, lounge, dining-room, kitchen, swimming-pool and garage.

*Terms:*

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer's charges on the first R20 000 and 3% (three per centum) thereafter in cash, with a maximum of R6 000 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 Tzaneen on this 6th day of November 1992.

C. D. R. Brits, for Joubert & May, P.O. Box 35, Tzaneen.

**Case 60428/92**

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Johannes Nicolaas Kruger**, First Defendant, and **Margaretha Susanna Kruger**, Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at his offices, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 15 December 1992 at 10:00, to the highest bidder:

*Certain:* Remaining extent of Erf 822, Wonderboom South, Registration Division JR, Transvaal, measuring 1 276 square metres, situated 666 Hertzog Street, Wonderboom South.

*Terms and conditions:*

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

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

Single-storey dwelling.

Lounge, three bedrooms, shower, kitchen, bathroom and w.c.

*Outbuildings:* Double garage, double carport, enclosed stoep, servant's room and laundry.

*Other improvements:* Aircon, borehole, brick/concrete walls, pavings and fitted carpets.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff, NG Sinodale Centre, 234 Visagie Street, Pretoria.

Signed at Pretoria on this 11th day of November 1992.

Shapiro & Partners Inc., 48 Tudor Chambers, Church Street, Pretoria. (Ref. Mrs Kartoudes/N714.)

Case 46327/92

P.H. 23

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

In the matter between **Fritz Werner Klement**, Plaintiff, and **Samuel Frederick Shaw**, Defendant

A sale will be held in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, on Friday, 11 December 1992 at 10:00:

Erf 740, Mondeor Township, Registration Division IR, Transvaal, measuring 848 square metres, held under Deed of Transfer T16333/90 dated 10 May 1990, known as 158 Belvoir Place, Mondeor.

Particulars are not guaranteed:

Lounge, dining-room, kitchen, three bedrooms, two bathrooms, outside room, carport and swimming-pool.

Inspect conditions at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this 11th day of November 1992.

Bowman Gilfillan Haymand Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, P.O. Box 2439, DX 6, Johannesburg. (Tel. 836-2811.) (Fax: 836-6909.) (Ref. Mr T. Gordon-Grant/jm.)

Case 1865/92

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Georgina Khala**, Defendant

On 9 December 1992 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2135 (formerly Erf 770), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, also known as Erf 2135 (formerly Erf 770), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 22% per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of November 1992.

R. C. Clark, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0012/Miss Kent.)



Case 6062/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mpeke Alex Matelle**, Defendant

On 9 December 1992 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 630, Ramakonopi Township, Registration Division IR, Transvaal, measuring 301 (three hundred and one) square metres, also known as Erf 630, Ramakonopi, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 20% per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 10th day of November 1992.

R. C. Clark, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0246/Miss Kent.)

Case 7066/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Mgqibelo Jan Hlongwane**, First Defendant, and **Nozizo Esther Hlongwane**, Second Defendant

On 9 December 1992 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2016, Nhlapo Township, Registration Division IR, Transvaal, measuring 383 (three hundred and eighty-three) square metres, also known as Erf 2016, Nhlapo, Katlehong, Germiston, District of Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising carport, servants' quarters and toilet.

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 21,75% per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 9th day of November 1992.

R. C. Clark, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MH0300/Miss Kent.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM**, Plaintiff, and **Jabulani Abraham Mazibuko**, Defendant

1. The undermentioned property will be sold on 10 December 1992 at 10:00, in front of the Magistrate's Offices, Jan van Riebeeck Street, Ermelo, in execution of a judgment obtained in the above matter on 11 August 1992:

The Defendant's right, title and interest in and to the leasehold of Erf 2710, Township of Wesselton, Registration Division IT, Transvaal, measuring 380 (three hundred and eighty) square metres, held by Certificate of Registered Grant of Leasehold TL8180/1989 situate at 2710, Wesselton, Ermelo, Transvaal.

2. The improvements to the property consist of the following although nothing is guaranteed: Lounge, dining-room, passage, kitchen, three bedrooms and bathroom.

3. *Terms*: 10% of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% on the proceeds of the sale up to an amount of R20 000 and thereafter 3% up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, Trust Building, Joubert Street, Ermelo, during normal office hours.

Dated at Pretoria on this the 6th day of November 1992.

Webber Wentzel, c/o Friedland Hart & Partners, Plaintiff's Attorneys, Second Floor, Van der Stel Building, Pretoria. [Tel: (012) 326-3331.] (Ref. M. Brauer/vc.)

Case 7613/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Thabetsile Joseph Kganye**, and **Thabetsile Joseph Kganye N.O.**,  
Second Defendant

On 9 December 1992 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 7483, Tokoza Township, Registration Division IR, Transvaal, measuring 291 (two hundred and ninety-one) square metres, also known as Erf 7483, Tokoza, Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising carport and toilet.

*The material conditions of sale are:*

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

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

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on 9 November 1992.

R. C. Clark, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MK0034/Miss Kent.)



Case 8285/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Mandla Wellington Mbatha**, Defendant

On 9 December 1992 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Portion 19 of Erf 987, Moseleke East Township, Registration Division IR, Transvaal, measuring 308 (three hundred and eight) square metres, also known as Portion 19 of Erf 987, Moseleke East, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

*The material condition of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on 10 November 1992.

R. C. Clark, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0084/Miss Kent.)

Case 9052/90

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Richard Mxolisi Mgulwa**, First Defendant, and **Lydia Yaliwe Mgulwa**, Second Defendant

On 9 December 1992 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8389, Tokoza Township, Registration Division IR, Transvaal, measuring 309 (three hundred and nine) square metres, also known as Erf 8389, Tokoza, Alberton (hereinafter called the property).

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

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22,75% per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on 9 November 1992.

R. C. Clark, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0125/Miss Kent.)

## Case 6701/89

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Flip Bosha Sebanyoni**, Defendant

On 9 December 1992 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Stret, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

All right, title and interest in the leasehold in respect of Erf 8510, Tokoza Township, Registration Division IR, Transvaal, measuring 333 (three hundred and thirty-three) square metres, also known as Erf 8510, Tokoza, Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and 1,5 bathrooms.

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff, which was 21,75% per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risk and liability shall pass to the purchaser.

Dated at Germiston on this 9th day of November 1992.

R. C. Clark, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (MS0036/Miss Kent 825-1015.)

## Case 526/91

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Andries Everhardus Rheeder** and **Adama Johanna Hendrina Rheeder**, Execution Debtors

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property described as Erf 427 in the Town Duivelskloof Extension 4, Registration Division LT, Transvaal, in extent 979 square metres, and Erf 428, in the Town Duivelskloof Extension 4, Registration Division LT, Transvaal, in extent 1 002 square metres, both properties held by Deed of Transfer T47403/87, will be sold in front of the Court-house of the above Court on 11 December 1992 at 10:00, without reserve and to the highest bidder:

*Improvements* (which are not warranted to be correct and not guaranteed): Double storey three bedroomed brick dwelling with two bathrooms, kitchen, lounge and dining-room. Outbuildings consist of double garage, store-room and servant's room.

*The material conditions of sale are:*

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

2. The sale is voetstoots and subject to:

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

2.2 The conditions of the title deed; and

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

Signed at Pietersburg on the 9th day of November 1992.

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



## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **A. S. A. Vorstman**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde saak, soos deur Nedperm Bank Bpk. verkry, sal 'n verkoping sonder 'n reserweprys gehou word te:

Balju, Pretoria-Wes, Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, op 10 Desember 1992 om 10:00, van die ondervermelde eiendom 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, Pretoria-Wes, voor die verkoping ter insae sal lê:

**Sekere:** Gedeelte 5 van Erf 70, Claremont, Pretoria-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Bezuidenhoutstraat 815, Claremont, Pretoria, groot 729 (sewe twee nege) vierkante meter, gehou kragtens Akte van Transport T47576/91.

Die erf is in 'n Blanke groepsgebied geleë en as woongebied residensieel verklaar.

**Beskrywing:** 'n Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer sitkamer, motorafdak en motorhuis.

**Terme:** Die koper moet 'n deposito van 10% 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 11de dag van November 1992.

Coetzee, 15de Verdieping, Salugebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Ref. Mnr. Coetzee/RL/450/91.)

Saak 623/88

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

In die saak tussen **Venus Marble Works (Pty) Ltd**, Eiser, en **M. J. Makgamathe**, 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 11 Desember 1992 om 11:00, te die kantoor van die Balju, Gedeelte 83, De Onderste-poort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 258, Blok L, tesame met die verbetering of geboue daarop geleë in die Dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag 193/1987, grootte 338 (driehonderd agt-en-dertig) vierkante meter.

**Verbeterings** (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, drie aparte toilette en 'n garage.

*Die wesentlike voorwaardes van verkoop is:*

1. Voetstoots en sonder reserwê.
2. Deposito van 5% kontant by toeslaan van bod. Waarborg vir balans binne dertig (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 op hierdie 6de dag van November 1992.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. Mnr. Van Wyk B297/21/la.)

Case 49860/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Hendrik Erenst Jansen**, Defendant

A sale in execution will be held at 10:00 on 10 December 1992, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Portion 8 (a portion of Portion 2), of Erf 124, situate in the Township of Daspoort, Registration Division JR, Transvaal, known as 780 Ferdinand Street, Daspoort, Pretoria.

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

Single-storey dwelling, corrugated iron roof, fitted carpets, novilon, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., single garages, servant's room with w.c., laundry, concrete walls, gates and concrete paving.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria West.

Dated at Pretoria on this 11th day of November 1992.

C. G. Stolp, for Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney, Seventh Floor, NBS Building, 259 Pretorius Street, Pretoria, 0002; P.O. Box 645, Pretoria, 0001. [Tel. (012) 325-2461.] (Ref. Mr Stolp/RS/M.9463.)

Case 7814/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Zelda Snyman**, Defendant

A sale in execution will be held at 11:00 on 11 December 1992, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 1862, situate in the Township of Doornpoort Extension 1, Registration Division JR, Transvaal, measuring 800 square metres, known as 709 Gambry Avenue, Doornpoort Extension 1.

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

Single-storey dwelling, brick walls, tiled roof, fitted carpets, ceramic tiles, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, family room, entrance hall, double garages, outside w.c., open stoep and courtyard.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria, Wonderboom.

Dated at Pretoria on this 11th day of November 1992.

C. G. Stolp, for Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney, Seventh Floor, NBS Building, 259 Pretorius Street, Pretoria, 0002; P.O. Box 645, Pretoria, 0001. [Tel. (012) 325-2461.] (Ref. Mr Stolp/RS/M.9198.)

Saak 6730/92

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Applikant, en **Andre de Klerk**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 14 April 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 10 Desember 1992 om 10:00, by die kantore van die Balju te Benoni, aan die hoogste bieder:

Erf 345, Morehill-uitbreiding 2, Registrasieafdeling IR, Transvaal, groot 1 319 vierkante meter, gehou kragtens Akte van Transport T38117/1987, geleë te Libralaan 35, Morehill, Benoni.

*Sonering:* Woonhuis.

Die reserweprys is geen en is onderworpe aan bekragtiging.

Die eiendom bestaan uit: Eetkamer, kombuis, opwaskamer, gastetoilet, badkamer, studeerkamer, drie slaapkamers met badkamer tot hoofslaapkamer, TV-kamer, sitkamer, ingangsportaal, speelkamer, koelkamer, toilet, stort en sauna.

*Terme en voorwaardes:*

*Terme:* Die koopprijs 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 onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunkbalju.

Geteken te Johannesburg op hierdie 10de dag van November 1992.

Tim du Toit & Kie. Ing., Eerste Verdieping, Volkskas Hoofkantoor, Kruisstraat 41, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. W. A. du Randt/esl/L45.)

Saak 4588/91

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Koos Essop**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 9 Januarie 1992, sal die ondervermelde eiendom geregtelik verkoop word op 11 Desember 1992 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1397, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 476 (vierhonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T18577/90.

Die volgende verbeterings is verskaf maar nie gewaarborg nie:

Enkelverdiepingwoonhuis onder 'n teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en twee toilette.

*Verbeterings:* Omheining.

*Voorwaardes:* 10% 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, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N57/91.)



Saak 4338/92

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Johannes Petrus Dreyer**, Eerste Verweerder, en **Elizabeth Magdalena Cornelia Dreyer**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, om 10:00 op Vrydag, 11 Desember 1992.

Erf 908, Witpoortjie-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Stumkestraat 37, Witpoortjie, distrik Roodepoort.

Bestaande uit 'n woonhuis onder IBR-dak, staal vensters, siersteen mure en voorafvervaardigde omheining. Die huis bestaan uit sitkamer, gesinskamer, studeerkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer, garage en dubbelmotorafdak.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureurs vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 10886/92

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Zurita Bronkhorst**, Eerste Verweerder, en **Andre Dethioux**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, om 10:00 op Vrydag, 11 Desember 1992.

Erf 749, Strubensvallei-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Florinweg 954, Strubensvallei-uitbreiding 3, distrik Roodepoort.

Bestaande uit 'n woonhuis onder teëldak, staal vensters, gepleisterde mure en draadomheining. Die huis bestaan uit sitkamer, badkamer, drie slaapkamers, gang en kombuis.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureurs vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 12186/92

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Brian Anthony Locke**, Eerste Verweerder, en **Magrietha Cornelia Spies O'Brien**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, om 10:00 op Vrydag, 11 Desember 1992.

Erf 1768, Florida-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Westlaan 21, of die Oupad 25, Florida-uitbreiding 3, distrik Roodepoort.

Bestaande uit 'n woonhuis onder teëldak, staal vensters, gepleisterde en steenmure en beton omheining. Die huis bestaan uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer, stoorkamer en twee motorhuise.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureurs vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

## Saak 11504/92

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Anton Nico Rautenbach**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, om 10:00 op Vrydag, 11 Desember 1992.

Erf 231, Kloofendal-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Veronicastraat 55, Kloofendal-uitbreiding 2, Roodepoort.

Bestaande uit 'n standplaas waarop 'n woonhuis opgerig is onder teëldak, gepleisterde mure en staal vensters. Die woonhuis bestaan uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer en motorafdak.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureurs vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

## Saak 9997/92

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

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Willem Hendrik Botha**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort op Vrydag, 11 Desember 1992 om 10:00:

Erf 730, Witpoortjie-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Rutterstraat 10, Witpoortjie, Roodepoort, bestaande uit 'n standplaas waarop 'n woonhuis opgerig is onder teëldak, gepleisterde mure, staal vensters, beton omheining op kante. Die woonhuis bestaande uit sitkamer, gesinskamer, eetkamer, ingangsportaal, twee badkamers, vier slaapkamers, gang, kombuis, bediendekamer, opwaskamer en drie motorhuise.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl - Phillips & Osmond, Prokureurs vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

## Case 13867/91

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

In the matter between **Realland Realty CC**, Plaintiff, and **Morehill Commercial Township (Pty) Ltd**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Randburg, and a warrant of execution the property listed hereunder will be sold in execution on Wednesday, 9 December 1992 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Remaining extent of Erf 904, Morehill Extension 8 Township, Registration Division IR, Transvaal, measuring 2 929 (two nine two nine) square metres.

No warranty or undertaking is given in relation to the nature of the property, which is described as a vacant stand.

*The material terms of the sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value added tax.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof or if the purchase is less than R10 000 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price and value added tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 21,75% (twenty-one comma seven five per cent) per annum from the date of sale to date of payment, on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the rules of Court, to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.



(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Dated at Sandton on this the 5th day of November 1992.

Hertzberg-Margolis, Ninth Floor, Twin Towers West, Sandton City, 2199. P.O. Box 784740, Sandton, 2146. (Tel. 883-2710.) (Ref. Mr S. Dewey.)

**Saak 24760/92**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **David Maseko**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 11 Desember 1992 om 11:15, verkoop word deur die Balju te Leeuwpootstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 56, Vosloorus-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 315 vierkante meter, geleë te Letsopastraat 56, Vosloorus-uitbreiding 8.

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

Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, badkamer/toilet en kombuis.

Gedateer hierdie 12de dag van November 1992.

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

**Case 7881/91**

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

In the matter between **First National Bank of Southern Africa Ltd** (Reg. No. 05/01225/06), Plaintiff, and  
**Dora Elizabeth Seppie**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 5 September 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 December 1992 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* Portion 43 of Erf 273, Reiger Park Extension 1, situate on 1119 William Street, in the Township of Reiger Park Extension 1, District of Boksburg, measuring 243 (two hundred and forty-three) square metres.

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

Building built of brick and plaster, iron roof, comprising lounge, kitchen, two bedrooms and bathroom.

*The conditions of sale:*

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

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

Dated at Boksburg on this the 11th day of November 1992.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Miss Findlay/BB147 (FB0597).]

**Saak 956/91**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**Saambou Bank Bpk. versus Jotham Venneth Hezekia Myeza**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 12 Februarie 1991, sal die volgende eiendom op 9 Desember 1992 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Die Verweerderse reg, title en belang in Erf 798, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 798, Likole, met alle verbeteringe daarop.

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

Gedateer hierdie 11de dag van November 1992.

Otto Hayes, Adverteerder, St Amandsstraat 38, Brixton.

## Saak 8759/91

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

In die saak tussen **Nedbank Bpk.**, Vonnisskuldeiser, en **M. O. M. de Sousa**, Vonnisskuldenaar

Ten uitvoerlegging van die vonnis toegestaan en daaropvolgende lasbrief vir eksekusie gedateer 7 September 1992, sal die volgende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 4 Desember 1992 om 10:00, by die Landdroskantore te Vanderbijlpark, te wete:

Sekere Erf 389, Vanderbijlpark Central West 1-woongebied, Registrasieafdeling IQ, Transvaal, bekend as Flemmingstraat 8, CW 1, Vanderbijlpark, groot 724 (sewehonderd vier-en-twintig) vierkante meter, gehou kragtens Akte van Transport T67253/90.

**Verbeterings** (nie gewaarborg): Enkelverdiepingwoonhuis, bestaande uit sitkamer, drie slaapkamers, badkamer, kombuis, motorhuis en bediendekamer.

**Terme:**

1. 10% van die koopprijs in kontant, as 'n deposito op die dag van die verkoping en die balans, plus rente teen 21,75% per jaar, betaalbaar vanaf datum van verkoping tot datum van betaling, by registrasie van transport, waarvoor 'n bank- of bouverenigingwaarborg gelewer moet word binne 21 dae vanaf datum van verkoop.

2. Volledige verkoopvoorwaardes, wat direk voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van die Landdroshof, Kamer 102, Rietbokgebou, Genl. Hertzogstraat, Vanderbijlpark, 1900.

Gedateer te Vanderbijlpark hierdie 4de dag van November 1992.

J. D. Bekker, vir Fradgley-Bekker, Prokureurs vir Vonnisskuldeiser, NBS-gebou, Posbus 946, Vanderbijlpark. [Tel. (016) 33-4305/6.] (Verw. /wp51/3-11-14.)

## Saak 13/92

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

In die saak tussen **Santambank Bpk.**, Vonnisskuldeiser, en **F. H. Cronje**, Vonnisskuldenaar

Ingevolge uitspraak van bogemelde Agbare hof, en lasbrief vir eksekusie gedateer 6 Maart 1992, word die hierna-vermelde eiendom op Donderdag, 10 Desember 1992 om 11:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, 2350, geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik;

Resterende gedeelte van Erf 686, geleë in die dorp Ermelo, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T60519/89.

Die eiendom is verbeter en geleë te Cloetestraat 95, Ermelo, 2350.

**Voorwaardes:** Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê in die Balju vir die Landdroshof Ermelo, se kantoor ter insae en is die belangrikste bepalinge daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs aan die Balju vir die Landdroshof Ermelo, betaal en vir die balans van die koopprijs, moet die koper 'n bank- of bouverenigingwaarborg aan die Balju vir die Landdroshof Ermelo, lewer binne 30 (dertig) dae na die datum van verkoping.

(b) Die koper sal aanspreeklik wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, tesame met belasting op toegevoegde waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 11de dag van November 1992.

Dr. M. M. Nolte, De Clercqstraat 11, Posbus 114, Ermelo, 2350. (Verw. mnr. Slabbert/ze 932.)

## Saak 443/92

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

In die saak tussen **Trust Bank** ('n divisie van Bankorp Bpk.), Vonnisskuldeiser, en **Kemp Elektries BK**, Eerste Vonnisskuldenaar, en **Jurie Johannes Kemp**, Tweede Eksekusieskuldenaar

In uitvoering van 'n vonnis in die Landdroshof, Heidelberg, en 'n lasbrief vir eksekusie, en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 9 Desember 1992 om 12:00, te die ondervermelde perseel te Heidelberg, deur Libra Afslaaers BK, aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 408, geleë in die dorp Heidelberg, Registrasieafdeling IR, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, bekend as Marshallstraat 24, Heidelberg.

**Belangrike voorwaardes van verkoping:** 10% deposito van die totale koopprijs in kontant, onmiddellik voor die veiling, en die onbetaalde balans binne 30 (dertig) dae na datum van verkoping deur aanvaarbare waarborge.



Die volgende verbeterings word beweer maar nie gewaarborg nie: Woonhuis en gewone buitegeboue.

Alle verkoopvoorwaardes wat deur Libra Afslaers BK, net voor die verkoping uitgelees word, is in hul kantore te Cederwood 6, Du Toitstraat, Ontdekkers Park, Roodepoort, asook die Baljukantore, Heidelberg, gedurende normale kantoorure, ter insae beskikbaar.

Gedateer te Heidelberg op hede die 9de dag van November 1992.

I. J. du P. van den Berg, vir Viljoen & Meek, Voortrekkerstraat 9, Posbus 21, Heidelberg. [Tel. (0151) 4191.] (Verw. mnr. Oosthuizen.)

**Case 5416/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WITBANK HELD AT WITBANK**

In the matter between **ABSA Bank Ltd** (Allied Bank), Plaintiff, and **Thabo Sonnyboy Nkosi**, Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 7 October 1992 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 24 December 1992 at 10:00, at the Magistrate's Court, Witbank, to the highest bidder:

Erf 1239, KwaGuqa Extension 2, Registration Division JS, Transvaal, dwelling with outbuildings, also known as 1239 Hlagahlagane Street, Kwa-Guqa Extension 2.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court Witbank, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 6th day of November 1992.

John Bailie, First Floor, Allied Building, President Avenue, P.O. Box 913, Witbank, 1035.

**Case 19275/91****IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Theunis Jacobus Petrus Botha**, First Defendant, and **Juliana Lorrette Botha**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the Magistrate's Office, Sealene Avenue, Phalaborwa, on Friday, 4 December 1992 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 2128, Township Phalaborwa Extension 6, Registration Division LU, Transvaal (also known as 23 Lekkerbreek Street, Phalaborwa Extension 6, measuring 1 300 (one thousand three hundred) square metres, held under Deed of Transfer T26062/88, subject to 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 with entrance hall, lounge, dining-room, guest room, study, kitchen, laundry, four bedrooms, bathroom, bathroom/w.c., w.c./shower, w.c., two carports, servant's w.c., concrete paving, brick and pre-cast fencing.

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

Dated at Pretoria on this 11th day of November 1992.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. (Tel. 320-8500.) (Ref. EME/ep S1255/91.)

**Case 24628/92****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Charmaine Charters**, 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, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 1 December 1992 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 Remainder of Erf 300, Witkoppen Township, Registration Division JR, Transvaal.

*Situation:* 60 Pierneef Road, Witkoppen.

*Area:* 995 (nine hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, study, two garages, store-rooms, swimming-pool, under tiled roof, servants' quarters, brick driveway, enclosed with pre-cast walls (85% completed).

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% of the purchase price or (ii) 10% of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 2nd day of November 1992.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref SN036E/ndp.)

**Case 5714/92****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Joanne Mathews**, First Defendant, and **Luis Filipe Marreiros Leandro**, 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, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 10 December 1992 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 502, Dowerglen Extension 2 Township, Registration Division IR, Transvaal.

*Situation:* 84 Fairway Avenue, Dowerglen Extension 2, Edenvale.

*Area:* 1 028 (one thousand and twenty-eight) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms with guest cloak room, kitchen, lounge and entrance hall, dining-room, family room, study, double garage, swimming-pool, under tiled roof, servants' quarters, concrete driveway, enclosed with brick walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% of the purchase price or (ii) 10% of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 3rd day of November 1992.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR121E/ndp.)

**Case 25282/91****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Goolam Chutumia**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 10 December 1992 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 4050, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal.

*Situation:* 23 Malagiet Street, Ennerdale Extension 5.

*Area:* 263 (two hundred and sixty-three) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, concrete driveway, enclosed with pre-cast walls, under tiled roof.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% of the purchase price or (ii) 10% of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 3rd day of November 1992.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. RS007E/ndp.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]



Case 25094/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Johannes Hendrik Vorster**, 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, at 131 Marshall Street, Johannesburg, on Thursday, 10 December 1992 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Portion 21 of Erf 700, Elandspark Township, Registration Division IR, Transvaal.

*Situation:* 17 Van Wyk Louw Street, Elandspark, Johannesburg.

*Area:* 612 (six hundred and twelve) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, under tiled roof, enclosed with wire fencing.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% of the purchase price or (ii) 10% of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 21st day of October 1992.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. RS327E/ndp.)

Case 30116/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Rosalie Daphne Deyzel**, 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, at 131 Marshall Street, Johannesburg, on Thursday, 10 December 1992 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 336, La Rochelle Township, Registration Division IR, Transvaal.

*Situation:* 52 11th Street, La Rochelle, Johannesburg.

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

*Improvements* (not guaranteed): A semi-detached house consisting of 3 x 2 bedrooms, 1,5 x 2 bathrooms, 1 x 2 kitchens, 1 x 2 lounges, carport, under iron roof, servants' quarters, concrete driveway, enclosed with precast and brick walls.

*Terms:* A cash payment immediately on the property being knocked down the purchaser, of either (i) 10% of the purchase price or (ii) 10% of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 23rd day of October 1992.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. RS338E/ndp.)

Case 24505/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mhlava Gladys Msana**, 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, at 131 Marshall Street, Johannesburg, on Thursday, 10 December 1992 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Lot 5671, Chiawelo Extension 1 Township, Registration Division IQ, Transvaal.

*Situation:* 1562A Chiawelo Extension 1, area 234 (two hundred and thirty-four) square metres.

*Improvements* (not guaranteed): Two bedrooms, dining-room, kitchen, three garages and under iron roof.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% of the purchase price or (ii) 10% of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg on this the 21st day of October 1992.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. ND055E/ndp.)

**Case 13809/92**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **John Sobuza**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 11 December 1992 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Lot 547, Vosloorus Extension 3 Township, Registration Division IR, Transvaal.

*Situation:* Lot 547, Vosloorus Extension 3, area 296 (two hundred and ninety-six) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under tiled roof and enclosed with wire fencing.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% of the purchase price or (ii) 10% of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg on this the 4th day of November 1992.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. ND017E/ndp.)

**Case 25230/92**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Norman Moses Moloto**, 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, at 131 Marshall Street, Johannesburg, on Thursday, 10 December 1992 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 916, Zola Township, Registration Division IQ, Transvaal.

*Situation:* Erf 916A, Zola North, Soweto, area 243 (two hundred and forty-three) square metres.

*Improvements* (not guaranteed): Two bedrooms, two bathrooms, dining-room, kitchen, two garages, under iron roof and servants' quarters.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% of the purchase price or (ii) 10% of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg on this the 22nd day of October 1992.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. ND072E/ndp/tf.)



Case 14202/91

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

In the matter between **Allied Building Society Ltd**, Plaintiff, and **Louisa Maria Briel**, Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 11 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Roodepoort.

*Certain:* Erf 2169, Witpoortjie Extension 5 Township, Registration Division IQ, Transvaal, and known as 40 Koeberg Street, Witpoortjie Extension 5, in extent 951 (nine hundred and fifty-one) square metres, held by Deed of Transfer T12780/91.

*Improvements* (none of which are guaranteed) consisting of the following:

Dwelling (chrèche) with a lounge, three bedrooms, passage, kitchen, outbuilding, servants' quarters, store-room, no garage and under a corrugated iron roof with steel framed windows, plastered walls and brick fencing.

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

Auctioneer's charges, payable on the day of 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 R50 (fifty rand).

Dated at Roodepoort on this the 3rd day of November 1992.

T. G. Bosch, for Claassen Coetzee & Bosch, First Floor, City Centre, 8 Luttig Street, Roodepoort. (Tel. 763-6121.) (Ref. T. G. Bosch.)

Case 16492/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allied Bank** (a division of ABSA Bank Ltd), Plaintiff, and **Patrick Sicelo Nogaga**, First Defendant, and **Eunice Nogaga**, Second Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 11 December 1992 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Roodepoort.

*Certain:* Erf 9833, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, in extent 280 (two hundred and eighty) square metres, held by Certificate of Registered Grant of Leasehold TL22210/1989.

*Improvements* (none of which are guaranteed) consisting of the following:

Dwelling with a lounge, two bedrooms, bathroom, kitchen, passage and under a tiled roof with steel framed windows, plastered walls and mesh fencing.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charge R50 (fifty rand).

Dated at Roodepoort on this the 5th day of November 1992.

Claassen Coetzee & Bosch, First Floor, City Centre, 8 Luttig Street, Roodepoort. (Tel. 763-6121.) (Ref. T. G. Bosch.)

Case 2166/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Snyman Ishmael Mohoje**, First Defendant, and **Cynthia Simunda**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Alberton, and writ of execution dated 31 July 1992, the property listed hereunder will be sold in execution on 9 December 1992 at 10:00 at the Office of the Sheriff of the Magistrate's Court, Johria Court, Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of certain residential erf being 460, Siluma View Township, Registration Division IR, Transvaal, situate at 460 Siluma View, Kattlehong, measuring 300 (three hundred) square metres as held by Certificate of Registered Grant of Leasehold TL38286/1990.

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

Residence comprising plaster and painted walls, tiled roof, lounge, kitchen, two bedrooms and bathroom with toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit of 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, Alberton. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Germiston on this 6th day of November 1992.

Herbert Krouse, 209 Rutland Place, Odendaal Street, P.O. Box 112, Germiston. (Tel. 873-8813.)

**Case 9540/91**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Town Council of Randburg**, Plaintiff, and **Sandrock (Pty) Ltd**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, at 10:00, on Tuesday, 8 December 1992 of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Remaining Extent of Erf 320, Johannesburg North Township, Registration Division IQ, Transvaal, area 5 300 square metres.

*Situation:* 239 Market Street, Johannesburg North, Randburg.

*Improvements* (not guaranteed):

Brick and plastered dwelling under tiled roof consisting of three bedrooms, two bathrooms, study, lounge and kitchen. Usual outbuildings, swimming-pool and tennis court. Boundary walled.

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

Dated at Johannesburg on this the 28th day of October 1992.

Dykes, Daly, c/o T. G. Fine, Plaintiff's Attorneys, 84 Louis Botha Avenue, Yeoville. (Tel. 792-5242.) (Ref. P. le Motte/T625.)

**Case 35071/91**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Patricia Edwina Halliday**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, at 10:00 on 9 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

*Certain:* Erf 536, Vorna Valley Township, Registration Division IR, Transvaal.

*Area:* 1 092 square metres.

*Situation:* 536 Elizabeth Fry Street, Vorna Valley, Midrand.

*Improvements* (not guaranteed): A double storey house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, garage, outside ablutions with brick walls around the property.

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

Dated at Johannesburg on this 28th day of October 1992.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7151-013.)



Case 22317/91

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Stephen Kenneth Theron**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg, at 10:00 on 9 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

*Certain:* Erf 563, Morningside Extension 40 Township, Registration Division IR, Transvaal.

*Area:* 1 785 square metres.

*Situation:* 131 Ballyclare Drive, Morningside, Extension 40.

*Improvements* (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, two garages, swimming-pool, servants' quarters and toilet with pre-cast walls around the property.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per 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 28th day of October 1992.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7152-010.)

Case 3317/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **126 East Street Halfway Gardens Extension 4 CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, at 10:00 on 9 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale.

*Certain:* Erf 126, Halfway Gardens Extension 4 Township, Registration Division IR, Transvaal.

*Area:* 1 050 square metres.

*Situation:* 12 East Street, Halfway Gardens Extension 4.

*Improvements* (not guaranteed): A double storey house under tiled roof comprising four bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, two garages, store-room, swimming-pool, servant's quarter and ablutions with brick walls around the property.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per 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 10th day of November 1992.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7151-085.)

Case 20137/91

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Hendrik Jacobus Snyman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on 10 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

*Certain:* Erf 813, Crosby Township, Registration Division IQ, Transvaal.

*Area:* 546 square metres.

*Situation:* 27 Moira Avenue, Crosby, Johannesburg.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage, carport, two servants' quarters and ablutions with pre-cast walls around the property.

*Terms:* 10% (ten per centum) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 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 9th day of November 1992.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-162.)

#### Case 16209/91

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Frances Sophia Petronella Settle**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00, on 10 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

*Certain:* Erf 912, Kenilworth Township, Registration Division IR, Transvaal.

*Area:* 495 square metres.

*Situation:* 16 Diering Street, Kenilworth, Johannesburg.

*Improvements* (not guaranteed): A house under iron roof comprising of three bedrooms, bathroom, kitchen, lounge, carport, swimming-pool, two servants' quarters and ablutions with wire fencing around the property.

*Terms:* 10% (ten per centum) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 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 6th day of November 1992.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-189.)

#### Case 08393/92

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Necor Bank Ltd** (No. 51/00009/06) (formerly known as Nedperm Bank Ltd), Plaintiff, and **Ruphanus Baron Steenkamp**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suite, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on 10 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain:* Portion 1 and Remaining Extent of Erf 1228, Albertskroon, Township, Registration Division IQ, Transvaal.

*Area:* 442 and 441 square metres.

*Situation:* 53 Third Street, Albertskroon, Johannesburg.

*Improvements* (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, kitchen, lounge, dining-room, enclosed stoep with wire fence around the property.

*Terms:* 10% 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 4th day of November 1992.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7154-037.)



Case 28101/90

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

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06) (formerly known as Nedperm Bank Ltd), Plaintiff, and  
**Mary Ann Boyle**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on 10 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain:* Erf 301, Northcliff Township, Registration Division IQ, Transvaal.

*Area:* 4 780 square metres.

*Situation:* 7 Musilus Drive, Northcliff.

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

*Terms:* 10% 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 5th day of November 1992.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/ SAPE 7154.)

Case 13862/91

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

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06) (formerly known as Nedperm Bank Ltd), Plaintiff, and **Calvin Jermaine Delpoit**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on 10 December 1992, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain:* Erf 278, Coronationville Township, Registration Division IQ, Transvaal.

*Area:* 278 square metres.

*Situation:* 91 Harmony Street, Coronationville, Johannesburg.

*Improvements* (not guaranteed): A double storey house and tiled roof comprising five bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages, with outbuildings and wall around the property.

*Terms:* 10% 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 2nd day of November 1992.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/ SAPE 7156.)

Case 06010/92  
PH 124/S118

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Bernard Len**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, at 10:00 on Thursday, 10 December 1992, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Portion 1 of Erf 321, Kew Township, Registration Division IR, Transvaal, being 94 Seventh Road, Kew, Johannesburg, measuring 1 487 square metres.

Improvements described hereunder are not guaranteed:

*Main building:* 140 square metres. Tile roof, entrance hall, lounge, dining-room, study, three bedrooms, kitchen and bathroom/w.c.

*Outbuildings:* 37 square metres. Tile roof, servant's room, bath/w.c., w.c., laundry, storeroom and pool/filter.

*Terms:* 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 26th day of October 1992.

K. J. Braatvedt, vir Smith Jacobus & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatfedt/Id.)

Case 16442/91  
PH 124/S118

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Sonny Cooper van Heerden**,  
First Defendant, and **Rosemarie Helen van Heerden**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, at 10:00 on Thursday, 10 December 1992, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Portion 4 of Erf 801, Kew Extension 1 Township, Registration Division IR, Transvaal, being 110 Fourth Street, Kew Extension 1, measuring 1 487 square metres.

Improvements described hereunder are not guaranteed:

*Main building:* 290 square metres. Metal roof, entrance hall, lounge, dining-room, two family rooms, kitchen, pantry, laundry, three bedrooms, bathroom/w.c., bathroom/w.c./shower, w.c./shower, store-room and jacuzzi.

*Outbuildings:* 96 square metres. Two garages, two carports, bath, w.c., swimming-pool, braai area, brick walls and paving.

*Terms:* 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 26th day of October 1992.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Saak 537/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Bankorp Ltd**, Eksekusieskuldeiser, en **Edward Vivian Cooper**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof vir die distrik Krugersdorp, gedateer 12 Augustus 1991, en 'n lasbrief vir eksekusie gedateer 24 September 1991, sal die volgende eiendom in eksekusie verkoop word te Krugersdorp, op 2 Desember 1992 om 12:00 aan die hoogste bieder:

Gedeelte 212 ('n gedeelte van Gedeelte 15) van die plaas Vlakplaats 160, Registrasieafdeling IQ, Transvaal, grootte 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T28587/1985, ook bekend as Plot 212, plaas Vlakplaats, Tarlton.

Kort beskrywing van eiendom: Sitkamer, gesinskamer, eetkamer, studeerkamer, een of twee badkamers, drie slaapkamers, kombuis, opwaskamer, tuin, dak van teëls, omheining van draad, mure van steen, vensters van staal, stoorkamer en drie motorhuise. Geen waarborge word in die verband gegee nie.

*Terme:* Tien persent (10%) van die koopprijs en afslaerskommissie (indien enige) in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne 30 (dertig) dae daarna.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju te Grond Vloer, Klaburnhof, Ockersestraat 22B, Krugersdorp, besigtig word.

Gedateer te Krugersdorp hierdie 2de dag van November 1992.

Blake Bester Ing., p/a Adrian Engelbrecht & Vennote, Humanstraat 12, Krugersdorp. (Tel. 953-4202.) (Verw. Mnr. Breytenbach/CC/T.114.)



Case 1171/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **S. E. Madinane**, Defendant

On 11 December 1992 at 10:00, a public auction will be held at the Magistrate's Offices, Begeman Street, Heidelberg, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' right, title and interest in certain Site 121, Magagula Heights Township, also known as Site 121, Magagula Heights, Katlehong, measuring 392 (three hundred and ninety-two) square metres.

*Improvements* (these improvements are not warranted to be correct and are not guaranteed): A residence consisting of two bedrooms, bathroom, kitchen and lounge.

*The material conditions of sale are:*

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.
2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% of the price or one thousand rand (whichever is the greater) together with 4% (four per centum) Sheriff's commission and 10% VAT immediately after the sale and the balance of the price and interest shall, without fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

Dated at Heidelberg this the 2nd day of November 1992.

B. L. du Plessis, for Bernard L. du Plessis, c/o Nedcor Bank Ltd, P G Centre, Voortrekker Road, Heidelberg; P.O. Box 1346, Alberton, 1450. (Tel. 869-1321/2.) (Ref. Mr Du Plessis/AS/9154/NEDC/M.)

Case 1170/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **S. P. Mampana**, Defendant

On 11 December 1992 at 10:00, a public auction will be held at the Magistrate's Offices, Begeman Street, Heidelberg, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' right, title and interest in certain Site 191, Magagula Heights Township, also known as Lot 191, Magagula Heights, Katlehong, measuring 384 (three hundred and eighty-four) square metres.

*Improvements* (these improvements are not warranted to be correct and are not guaranteed): A residence consisting of two bedrooms, bathroom, kitchen and lounge.

*The material conditions of sale are:*

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.
2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18,75% per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% of the price or one thousand rand (whichever is the greater) together with 4% (four per centum) Sheriff's commission and 10% VAT immediately after the sale and the balance of the price and interest shall, without fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Heidelberg this the 2nd day of November 1992.

B. L. du Plessis, for Bernard L. du Plessis, c/o Nedcor Bank Ltd, P G Centre, Voortrekker Road, Heidelberg; P.O. Box 1346, Alberton, 1450. (Tel. 869-1321/2.) (Ref. Mr Du Plessis/AS/9331/NEDC/M.)

## Case 1172/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Dannie Kingson Thela**, First Defendant, and **Marina Nombulelo Thela**, Second Defendant

On 11 December 1992 at 10:00, a public auction will be held at the Magistrate's Offices, Begeman Street, Heidelberg, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action, and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' right, title and interest in certain Site 190, Magagula Heights Township, also known as Site 190, Magagula heights, Katlehong, measuring 350 (three hundred and fifty) square metres.

*Improvements* (These improvements are not warranted to be correct and are not guaranteed):

A single storey residence consisting of three bedrooms, kitchen, lounge, bathroom and dining-room. The property is enclosed by a wire fence.

*The material conditions of sale are:*

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

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20% per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The Purchaser shall be obliged to pay a deposit of 10 per centum of the price or one thousand rand (whichever is the greater) together with 4% Sheriff's commission and 10% VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantees payable to the Sheriff of the Magistrate's Court, and/or such person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Heidelberg this the 30th day of October 1992.

B. L. du Plessis, c/o Nedcor Bank Ltd, PG Centre, Voortrekker Road, Heidelberg; P.O. Box 1346, Alberton, 1450. [Tel. (011) 907-8304/5.] (Ref. Mr du Plessis/AS/9283/NEDC/T.)

## Case 3721/92

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

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd, Plaintiff, and **Abdul Kader Fakroodeen**, First Defendant, and **Fathma Fakroodeen**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, and writ of execution dated 12 October 1992, the property listed hereunder will be sold in execution on 9 December 1992 at 10:00, at the Sheriff's Office, Johria Court, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Certain Erf 889, Palm Ridge Township, Registration Division IR, Transvaal, measuring 805 (eight hundred and five) square metres, held under Deed of Transfer T1660/1991 and situate at 117 Combretum Avenue, Palm Ridge, Alberton.

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

A single storey brick, plastered and painted residence, under tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms and outbuildings comprising of nil.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of sale, the balance together with interest at 20% per annum subject to variation in terms of the rates charged by the Plaintiff from time to time, payable against registration of transfer.

2. Auctioneer's charges, payable on the day of sale, to be calculated on the applicable rate.

*Conditions of sale:*

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Bedfordview on this the 4th day of November 1992.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/eg LN0942.)



Case 7469/91

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **Gerhardus Petrus van Heerden**, First Defendant, and **Gerbreg Cornelia Catrina van Heerden**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 12 December 1992, the following property will be sold in execution on 6 January 1993 at 10:00, at the office of the Sheriff for Krugersdorp, Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

Erf 514, Burgershoop Township, Registration Division IQ, Transvaal, in extent 423 (four hundred and twenty-three) square metres, held by the Defendants under Deed of Transfer T6609/1991, known as 3 Kempen Street, Burgershoop, Krugersdorp.

Upon which is erected a detached single-storey dwelling under iron roof consisting of three bedrooms, bathroom, kitchen and lounge.

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

**Terms:** R5 300 or 10% of the purchase price (whichever shall be the greater) in cash or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District, at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's Attorneys.

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

Phillips & Osmond-Louw & Heyl, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 5840/92

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **Gamela Sidwell Motshweni**, First Defendant, and **Margaret Thandiwe Diyana**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 29 September 1992, the following property will be sold in execution on 6 January 1993 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

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

Erf 13934, Kagiso Extension 10 Township, Registration Division IQ, Transvaal, in extent 143 (one hundred and forty-three) square metres, for residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL6097/1992, known as Erf 13934, Kagiso Extension 10, Krugersdorp.

Upon which is erected a single storied detached dwelling under tile roof consisting of two bedrooms, bathroom, kitchen and lounge/dining-room.

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

**Terms:** R5 000 or 10% of the purchase price (whichever shall be the greater) in cash or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District, at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's Attorneys.

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

Phillips & Osmond-Louw & Heyl, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 1904/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Mpumelelo Pherson Phetshane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Alberton and writ of execution dated 7 July 1992, the property listed hereunder will be sold in execution on 9 December 1992 at 10:00, at the office of the Sheriff of the Magistrate's Court, Johria Court, Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of:

*Certain residential erf* being Erf 215, Siluma View Township, Registration Division IR, Transvaal.

*Situate* at 215 Siluma View, Katlehong, measuring 310 (three hundred and ten) square metres.

*As held:* By Certificate of Registered Grant of Leasehold TL L0498/1990.

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

Residence comprising brick and plaster walls, tiled roof, lounge, dining-room, kitchen, two bedrooms, bathroom with toilet.

*The conditions of sale:*

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

Dated at Germiston on this 6th day of November 1992.

Herbert Krouse, 209 Rutland Place, Odendaal Street, P.O. Box 112, Germiston, 1400. (Tel. 873-8813.)

Case 18645/92  
PH 267

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

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Theunis Johannes Booysen**, First Defendant, and **Ronel Louisa Booysen**, 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 for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg on Thursday, 10 December 1992 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 offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 865, Mulbarton Extension 3 Township, Registration Division IR, Transvaal, measuring 1 148 m<sup>2</sup>, held by the Defendants under Deed of Transfer T29566/1986, being 10 Harling Road, Extension 3, Mulbarton, 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, study, three bedrooms, dressing-room, two bathrooms/w.c., separate w.c./shower, kitchen, scullery. Outbuildings: Garages, servants room/w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg on this 4th day of November 1992.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Erasmus/NG/RdS.) (Account No. Z50774.)

Case 16584/92  
PH 267

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

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Rant-en-Dal Motors Kgd Ltd**, First Defendant, and **Johann Marais**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp at 22B Ockerse Street, Krugersdorp, on Wednesday, 9 December 1992 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 offices of the Sheriff for the Supreme Court, Krugersdorp at 22B Ockerse Street, Krugersdorp:

Section 8 as shown and more fully described on Section Plan SS16/1991, in the building or buildings known as Rumani Villas, situate in the Rant-en-Dal Township, local authority Krugersdorp, measuring 91 m<sup>2</sup>, held by the Defendants under Certificate of Registered Sectional Title ST16/1991 (8) (Unit), being Rumani Villas, Mossie Street, Unit 8, Flat 8, Rant-en-Dal.

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

The dwelling consists of entrance hall, lounge/dining-room, two bedrooms, bathroom/w.c. and single garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg this 3rd day of November 1992.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z49475/FCLS/WR/Mr Brewer/Ms Glyn/ab.) (Account No. Z49475.)



Case 10407/92  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Karel Jacobus Erasmus**, 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 10 December 1992 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 756, situate in the Township of Duncanville Extension 1, Registration Division IQ, Transvaal, measuring 1 011 m<sup>2</sup>, held by the Defendant under Deed of Transfer T7912/1991, being 15 Pierneef Street, Duncanville Extension 1, Vereeniging.

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 and separate w.c., single garage, servant's room, outside w.c. and front stoep.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg during November 1992.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z46595/FCLS/WR/Mr. Brewer/ab.) (Account No. Z46595.)

Case 167360/92  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Aranasalam Reddy**, First Defendant, and **Deleyse Brenda Fredericks**, 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 outside the Magistrate's Court in Westonaria, at Van Riebeeck Street, Westonaria, on Friday, 4 December 1992 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 offices of the Sheriff for the Supreme Court, Westonaria, First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1382, Lenasia South Township, Registration Division IQ, Transvaal, measuring 600 m<sup>2</sup>, held by the Defendants under Deed of Transfer T5540/1984, being 1382A Impala Street, Lenasia South, Westonaria.

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., 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 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, minimum of R100,00 (one hundred rand), on the proceeds of the price of R20 000,00 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R100,00 (one hundred rand).

Dated at Johannesburg this 23rd day of October 1992.

Routledge-MacCallums, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z49999/FCLS/Mr Brewer/cvdm.) (Account No. Z49999.)

Case 19500/92  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd (United Bank Division)**, formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Jacobus Johannes van Buuren**, First Defendant, and **Evelyn June van Buuren**, 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 outside the Magistrate's Court in Westonaria, at Van Riebeeck Street, Westonaria, on Friday, 4 December 1992 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 offices of the Sheriff for the Supreme Court, Westonaria, First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1142, Westonaria Township, Registration Division IQ, Transvaal, measuring 2 032 m<sup>2</sup>, held by the Defendants under Deed of Transfer T24624/1989, being 21 Bridges Avenue, Westonaria.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom, w.c., single garage, servant's room and outside w.c.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer to be secured by a bank or 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, minimum of R100,00 (one hundred rand), 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 000,00 (six thousand rand). Minimum charges R100,00 (one hundred rand).

Dated at Johannesburg this 23rd day of October 1992.

Routledge-McCallums, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z51524/FCLS/WR/Mr Brewer/cvdn.) (Account No. Z51524.)

Case 08574/92

PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Thomas Johannes Albertus Prins**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 9 December 1992 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Section 13, as shown and more fully described on Sectional Plan SS99/1986, in the building or buildings known as Disa Court, in the Township of Krugersdorp, measuring 60 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST 99/1986 (13) (Unit), being Unit 13 Disa Court, Viljoen Street, Krugersdorp North.

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

The dwelling consists of entrance hall, lounge, dining-room, bedroom, kitchen, 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 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, minimum of R100,00 (one hundred rand) on the proceeds of the sale up to the price of R20 000,00 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R100,00 (one hundred rand).

Dated at Johannesburg on this the 29th day of October 1992.

Routledge-MacCallums, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z45507/FCLS/WR/Mr Brewer/Ms. Glyn/hl.) (Account No. Z45507.)

Case 2451/92

PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **N. J. Bignaut**, First Defendant, and **C. J. Bignaut**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Parys, in front of the Magistrate's Court, Phillips Street, Parys, on Wednesday, 9 December 1992 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 offices of the Sheriff for the Supreme Court, Vredefort, NV Building, Mare Street, Parys:

Remaining extent of Erf 1002 in the Township of Parys, District of Parys, measuring 1 784 m<sup>2</sup>, held by the Defendants under Deed of Transfer T11480/1987, being 70 Kruis Street, Parys.



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

The dwelling consists of lounge, dining-room, study, three bedrooms, kitchen, two bathrooms, two small stores, single garage 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 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, minimum of R100,00 (one hundred rand), on the proceeds of the sale up to the price of R20 000,00 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R100,00 (one hundred rand).

Dated at Johannesburg on this the 29th day of October 1992.

Routledge-MacCallums, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48718/FCLS/WR/Mr Brewer/Ms Glyn/hl.) (Account No. Z48718.)

Case 15408/92  
PH 267

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

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Marubini Peter Nageli**, First Defendant, and **Thabisa Daphne Nageli**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 9 December 1992 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 offices of the Sheriff for the Supreme Court, Krugersdorp, 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 5648, Kagiso, measuring 341 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL21007/1986, being 5648 Maimane Street, Kagiso.

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

The dwelling consists of lounge, dining-room, kitchen, bathrooms and three bedrooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg this 29th day of October 1992.

Routledge & MacCallums, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48626/FCLS/WR/Mr Brewer/Ms Glyn/hl.) (Account No. Z48626.)

Case 19356/92  
PH 267

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

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Judith Susarah Johanna Anderson**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 9 December 1992 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 45, Dan Pienaarville Township, Registration Division IQ, Transvaal, measuring 833 m<sup>2</sup>, held by the Defendant under Deed of Transfer T7242/1990, being 46 Douglas de Villiers Street, Dan Pienaarville.

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

The dwelling consists of lounge, dining-room, three bedrooms, kitchen, pantry, bathroom, toilet, car-port, servant's room and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg this 29th day of October 1992.

Routledge & MacCallums, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z50391/FCLS/WR/Mr Brewer/Ms Glyn/hl.) (Account No. Z50391.)

Case 13501/92  
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Jugdeesh Soogreem**, First Defendant, and **Estel Belinda Soogreem**, 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 outside the Magistrate's Court in Westonaria, at Van Riebeeck Street, Westonaria, on Friday, 11 December 1992 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 offices of the Sheriff for the Supreme Court, Westonaria, First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Portion 12 of Erf 3315, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, measuring 415 m<sup>2</sup>, held by the Defendants under Deed of Transfer T39709/1989, being Portion 12 of 3315, Migson Manor, Lenasia South Extension 7.

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/shower, separate shower/w.c., patio, kitchen and car-port.

**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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg on this 11th day of November 1992.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/NH/RdS.) (Account No. Z47068.)

Case 17619/92  
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Jan Marthinus Coetzer**, First Defendant, and **Catharina Johanna Coetzer**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Vanderbijlpark, at the Main Entrance Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 11 December 1992 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 offices of the Sheriff for the Supreme Court, Vanderbijlpark, at the Main Entrance Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 774, Vanderbijlpark South West 1 Township, Registration Division IQ, Transvaal, measuring 937 m<sup>2</sup>, held by the Defendants under Deed of Transfer T5133/1988, being 17 Coleridge Street, Vanderbijlpark.

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

The dwelling consist of entrance-hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, laundry and double garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg this 3rd day of November 1992.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z50174/FCLS/WR/Mr Brewer/ab.) (Account No. Z50174.)



Case 20299/92

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Henry George Stopforth**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Vanderbijlpark, at the Main Entrance Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 11 December 1992 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Vanderbijlpark, at the Main Entrance Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Section 1 of Erf 53, Vanderbijlpark South West 5 Township, Registration Division IQ, Transvaal, measuring 2 104 m<sup>2</sup>, held by the Defendant under Deed of Transfer T86223/1988, being 14B Delius Street, Vanderbijlpark SW5.

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

The dwelling consists of entrance-hall, lounge, dining-room, bar, three bedrooms, bathroom, kitchen, scullery, store and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg this 3rd day of November 1992.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z51747/FCLS/WR/Mr Brewer/ab.) (Account No. Z51747.)

Case 23234/91

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Ebenhaezer Esterhuizen**, First Defendant, and **Maria Johanna Catharina Esterhuizen**, 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 for the Supreme Court, Oberholzer, in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 4 December 1992 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 offices of the Sheriff for the Supreme Court, Oberholzer, First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 640, Oberholzer Extension 1 Township, Registration Division IQ, Transvaal, measuring 991 m<sup>2</sup>, held by the Defendants under Deed of Transfer T83525/1989, being 84 Station 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, four bedrooms, kitchen, two bathrooms, w.c., study, single garage, servants' quarters 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg this 6th day of November 1992.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. FCLS/WR/Mr Brewer/Ms Glyn/Cvdm.) (Account No. Z36389.)

Case 9948/92  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Jeremiah Tshoganyetso Mhlanga**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 9 December 1992 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 9764, Kagiso Township, Registration Division IQ, Transvaal, measuring 272 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL21610/1988, being House 9764, Kagiso, Krugersdorp.

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

The dwelling consists of lounge, dining-room, two bedrooms, kitchen 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred Rand).

Dated at Johannesburg this 3rd day of November 1992.

Routledge-MacCullums, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z46448/FCLS/WR/Mr Brewer/Ms Glynn/ab.) (Account No. Z46448.)

Case 17336/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mathebeshana Robson Mathebula**, First Defendant, and **Joyce Zahliwe Mathebula**, 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, 10 Park Street, Kempton Park, on 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 10 Park Street, Kempton Park, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 47, Emfihlweni Township, Tembisa, Registration Division IR, Transvaal, measuring 268 (two hundred and sixty-eight) square metres, situated at Erf 47, Emfihlweni Township, Tembisa.

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

Dwelling consisting of dining-room, toilet, two bedrooms and kitchen.

*Outbuilding:* Two rooms.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 5th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M15384/PC.)

Case 8860/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Isiah Radebe**, First Defendant, and **Pretty Egnés Radebe**, 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, 10 Park Street, Kempton Park, on 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 10 Park Street, Kempton Park, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 417, Emoyeni Township, Tembisa, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 417, Emoyeni Township, Tembisa.



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

Dwelling consisting of two bedrooms, dining-room, kitchen and toilet.

*Outbuildings:* Garage and two rooms.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 4th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R14181/PC.)

**Case 32660/91**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Matshigo Violet Sebeela**, 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 10 December 1992 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 Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 12639, Meadowlands Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 668, Zone 8, Meadowlands Township.

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

Well kept detached single-storey dwelling under tiled roof, three bedrooms, bathroom, kitchen, lounge and dining-room.

*Outbuildings:* Garage and store-room.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 9th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S18756/PC.)

**Case 14029/92**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Nomvula Elizabeth Dube**, 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 10 December 1992 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 Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 8913, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, situated at Erf 8260A, Pimville Zone 6 Township.

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

Well kept semi-detached single-storey dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

*Outbuildings:* Two single garages and bathroom.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 2nd day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D21100/PC.)

**Case 9902/91****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sipho Philemon Zikalala**, First Defendant, and **Madigwele Maria Hilda Zikalala**, 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, Sandton, 13th Floor, Metro Building, Room 1301, 163 Hendrik Verwoerd Drive, Randburg, on 9 December 1992 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 maybe inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale (short description of property, situation and street number):

Erf 847 and Erf 848, Alexandra East Bank Township, Registration Division IR, Transvaal, each measuring 464 (four hundred and sixty-four) square metres, situated at Erf 847 and Erf 848, Alexandra East Bank Township.

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

Vacant land.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 30th day of October 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. Z14396/PC.)

**Case 10071/92****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Devagopal Nayagar**, First Defendant, and **Moganagie Nayagar**, 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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale (short description of property, situation and street number):

Erf 901, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 462 (four hundred and sixty-two) square metres, situated at 901 Cardamine Crescent, Zakariyya Park Extension 4 Township.

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

Well kept detached single-storey dwelling under tiled roof, two bedrooms, two bathrooms, lounge/dining-room and kitchen.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 2nd day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N20632/PC.); c/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]



Case 24940/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Cyril Munsamy Moodley**, First Defendant, and **Shanbagavellie Moodley**, 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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale (short description of property, situation and street number):

Erf 867, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 400 (four hundred) square metres, situated at Erf 867, Origanum Crescent, Zakariyya Park Extension 4 Township.

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

Single-storey dwelling under tiled roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 2nd day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22355/PC.); c/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 19825/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mokgwetsi Daniel Sepako**, First Defendant, and **Nomasonto Lizzie Sepako**, 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 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 4293, Naledi Township, Registration Division IQ, Transvaal, measuring 237 (two hundred and thirty-seven) square metres, situated at Erf 2258A, Naledi Township.

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

Well kept single-storey dwelling, two bedrooms, dining-room and kitchen.

**Outbuildings:** Three single garages.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 6th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S21790/PC.)

Case 22363/90

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mongoni Piet Shabangu**, First Defendant, and **Baby Tsakani Tshabangu**, 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 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 2800, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 323 (three hundred and twenty-three) square metres, situated at Erf 2800, Chiawelo Extension 2 Township.

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

Well kept detached single storey dwelling under asbestos roof and lounge.

*Outbuildings:* Single garage and two servants' quarters.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 6th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S12835/PC.)

#### Case 29991/90

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Khazamula John Hlongwane**, First Defendant, and **Madirane Violet Hlongwane**, 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 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 12921, Meadowlands Township, Registration Division IQ, Transvaal, measuring 244 (two hundred and forty-four) square metres, situated at 8 Rantwetwe Street, Meadowlands Zone 8 Township.

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

Well kept detached single storey dwelling under iron roof, three bedrooms, bathroom, kitchen, lounge and dining-room.

*Outbuilding:* Garage.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 6th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. H17990/PC.)

#### Case 13994/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Kolojane Lydia Gwambe**, 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 10 December 1992 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 Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 20106, Meadowlands Zone 5 Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 281, Meadowlands Zone 5 Township.

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

Well kept detached single storey dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

*Outbuildings:* Two single garages.

The property is zoned residential.

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



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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 6th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. G21097/PC.)

#### Case 27757/92

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Keith Brown**, First Defendant, and **Doris Brown**, 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 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 253, Bosmont Township, Registration Division IQ, Transvaal, measuring 496 (four hundred and ninety-six) square metres, situated at Erf 253, Bosmont Township.

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

Well kept detached single storey dwelling under tiled roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 6th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R22601/PC.)

#### Case 33880/91

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mpe Cornelius Sephiri**, First Defendant, **Molly Emily Sephiri**, Second Defendant, and **Henry Lepile Sephiri**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 844, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, situated at Erf 844, Jabavu Central Western Township.

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

Well kept single-storey dwelling under tiled roof, two bedrooms, lounge and kitchen.

**Outbuildings:** Two garages and servants' quarters.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 6th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S19094/PC.)

## Case 22958/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Murad Allie Ismail**, 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 10 December 1992 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 Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 687, Cyrildene Township, Registration Division IR, Transvaal, measuring 805 (eight hundred and five) square metres, situated at 22 Silas Street, Cyrildene Township.

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

Well kept detached single-storey dwelling under iron roof, three bedrooms, two bathrooms, kitchen, lounge, dining-room and study.

*Outbuildings:* Garage, two store-rooms and swimming-pool.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 4th day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. I22194/PC.)

## Case 22362/90

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Madukoane Jane Diseko**, First Defendant, and **Maphefo Roselina Diseko**, 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 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 1265, Moroka Township, Registration Division IQ, Transvaal, measuring 331 (three hundred and thirty-one) square metres, situated at Erf 1265, Moroka Township.

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

Well kept detached dwelling under asbestos roof, two bedrooms, kitchen and lounge.

*Outbuildings:* Two single garages.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 3rd day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D16743/PC.)

## Case 23939/89

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ngilela Richard Dhladhla**, First Defendant, and **Jani Jostina Dhladhla**, Second Defendant, and **Simon Jabulani Dladla**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 10 December 1992 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 122, Mofolo Central Township, Registration Division IQ, Transvaal, measuring 219 (two hundred and nineteen) square metres, situated at Erf 122, Mofolo Central Township.



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

Well kept semi-detached single-storey dwelling under asbestos roof, bedroom and dining-room.

*Outbuilding:* Servants' quarters.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 3rd day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D18153/PC.)

#### Case 33728/91

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Dinah Terry Nelisiwe Sukazi**, 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 10 December 1992 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 Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 2385, Jabulani Township, Registration Division IQ, Transvaal, measuring 360 (three hundred and sixty) square metres, situated at Erf 1011, Jabulani Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Vacant land.

The property is zoned residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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).

Signed at Johannesburg on the 3rd day of November 1992.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S19083/PC.)

#### Case 12676/92

PH 152

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Basil Evangelos Nalbantis**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suite, a sale with a reserve price to be stated at the auction will be held by the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on 10 December 1992 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

*Description:* The dwelling is walled and consists of three bedrooms, dining-room, two bathrooms, living-room, kitchen, double garage and paved driveway.

*Certain:* Erf 3164, Glenvista Extension 6 Township, Registration Division IR, Transvaal.

*Area:* Measuring 1 679 (one thousand six hundred and seventy-nine) square metres.

*Situation:* 96/98 Kirby Beller Drive, Glenvista Extension 6.

The property is situated in an area zoned residential.

*Terms:* 10% 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.

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 9th day of November 1992.

Silver & Warren, Plaintiff's Attorneys, Ground Floor, 12 Baker Street, Rosebank, Johannesburg. (Tel. 880-1174.) (Ref. Ms Warren.)

Case 31537/91  
PH 206

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Andrew Henry Gustav Rathbone**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held at the sale rooms of the Deputy Sheriff, 131 Marshall Street, Johannesburg, on 10 December 1992 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Deputy Sheriff (short description of property, situation and street number):

Certain: 420 La Rochelle Township, Registration Division IR, Transvaal, also known as 56 Eight Avenue, La Rochelle, measuring 495 square metres.

Improvements consisting of the following:

*Main building:* Area: 135 (one hundred and thirty-five) square metres, comprising entrance hall, lounge, three bedrooms, sunroom, kitchen, bathroom/w.c. Constructed of brick under tile roof.

*Outbuildings:* Area: 35 (thirty-five) square metres, comprising single garage, servant's room, w.c., concrete drives. Constructed of brick under tile roofs.

*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) on the balance up to a maximum fee of R6 000 (six thousand rand). Minimum charge R50 (fifty rand).

Dated at Johannesburg on this the 30th day of October 1992.

Olivier & O'Connor, Plaintiff's Attorneys, 42 Mentz Street, Booyens. (Tel. 433-3810.) (Ref. Mr O'Connor.)

Case 16879/92

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

In the matter between **NBS Bank Ltd** formerly trading as Natal Building Society Ltd, Plaintiff, and **Tshebe Jacob Mbele**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution, dated 27 August 1992, the property listed hereunder will be sold in execution on Friday, 11 December 1992, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg, at 10:00.

*Certain:* The right, title and interest in the leasehold in respect of Erf 4173, Jabavu Extension 3 Township, Registration Division IQ, Transvaal, measuring 371 (three hundred and seventy-one) square metres, held by Deed of Transfer T35206/90.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building with brick walls and tiled roof and consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. The boundary is fenced.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 20,25% per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

*Conditions of sale*

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N73974.)



Case 29549/92

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

In the matter between **NBS Bank Ltd**, formerly trading as Natal Building Society Ltd, Plaintiff, and **Kokuza Heman Mayisela**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution, dated 25 August 1992, the property listed hereunder will be sold in execution on Friday, 11 December 1992, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg, at 10:00:

**Certain:** The right, title and interest in the leasehold in respect of Site 6655, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, held by Certificate of Registered Grant of Leasehold No. TL. 7191/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building with bricks walls, plastered and painted, and tiled room, consisting of a lounge, kitchen, two bedrooms, bathroom, w.c. The boundary is fenced.

**Terms:**

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at the rate of 20% per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

**Conditions of sale:**

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N75959.)

Case 13647/92  
PH 128IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Johannes Nicolaas Snyman** (Id. 5104025055000), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 182 Progress Avenue, Technikon, Roodepoort, on Friday, 11 December 1992 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Roodepoort, prior to the sale:

Erf 323, Constantia Kloof Extension 3 Township, Registration Division IQ, Transvaal, being 83 David Street, Constantia Kloof, measuring 1 505 square metres.

**Use zone:** Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, family room, three bedrooms, two bathrooms, kitchen, two garages, staff quarters and toilet, swimming-pool and jacuzzi.

**Terms:** 10% of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3% up to a maximum fee of R6 000, minimum charges R100.

Dated at Johannesburg on the 27th day of October 1992.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 353314.)

Case 21183/92  
PH 168IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa**, Plaintiff, and **Pieter Lombard**, First Defendant, and **Valerie Lombard**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, on 10 December 1992 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of the property, situation and street number):

Portion 1 of Erf 475, Kew Township, Registration Division IR, Transvaal, measuring 1 487 square metres held under Deed of Transfer T39483/1981 situate at 34 10th Road, Kew, Johannesburg.

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

*Main building:* Detached dwelling, brick under tile, four bedrooms, lounge, study, dining-room, kitchen, two bathrooms, scullery, T.V.-room with bar.

*Outbuildings:* Double garage, servants' quarters, storeroom, swimming-pool.

*Terms:* 10% 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 date 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).

*Date:* 3 November 1992.

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 3586/92**

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk. (No. 86/04794/06), Eiser, en **Nkosana Khanyeza**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Roodepoort, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantoor van die Balju, Roodepoort, te Progresslaan 182, Technikon, Roodepoort, op 11 Desember 1992 om 10:00, van al die reg, titel en belang in die 99 jaar huurpag van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusiafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Roodepoort, voor die verkoping ter insae sal lê:

Erf 10666, Dobsonville-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, ook bekend as 10666 Dobsonville-uitbreiding 3, Roodepoort, groot 308 (driehonderd en agt) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Sertifikaat van Geregistreerde Huurpag TL50878/89.

Vir residensiële doeleindes.

Die volgende verbeterings word vermeld alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis bestaande uit: Sitkamer, badkamer, twee slaapkamers, gang, kombuis en omhein met steenmure.

*Betaling:* 10% (tien persent) van die koopprys in kontant op die dag van verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf datum van verkoping ten gunste van die Balju en betaalbaar te Roodepoort verskaf word. Koper sal afslaaersgelde betaal bereken teen 4% (vier persent) met 'n minimum van R50 (vyftig rand).

Geteken te Roodepoort op hierdie 6de dag van November 1992.

Joe Dunbar, Eksekusieskuldeiser se Prokureur, Ontdekkersweg 141, Horisonpark, Roodepoort. (Tel. 760-3780/1/2/3.) (Verw. mnr. Dunbar.)

**Case 7608/92**

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **V. Naidoo** and Mrs A. Naidoo, Defendants

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 13 October 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 09:00, at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

*Property:* 279 McKenzieville Extension 1, Nigel, Registration Division IR, Transvaal, measuring 663 square metres.

*Postal address:* 279 Sastri Street, MacKenzieville, Nigel.

*Improvements* (but nothing is guaranteed in respect hereof): Brick building with tiled roof, kitchen, dining-room, lounge, three bedrooms, bathroom and toilet.

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% 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 10th day of November 1992.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/N92059.)



Case 5014/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **W. Marais**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 22 October 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 09:00, at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

*Property:* Erf 1471, Dunnottar, Nigel, Registration Division IR, Transvaal, measuring 2 197 square metres.

*Postal address:* 4 Oldroy Road, Dunnottar, Nigel.

*Improvements* (but nothing is guaranteed in respect hereof): Brick building with tiled roof, kitchen, dining-room, lounge, three bedrooms, two bathrooms/toilets, two garages, study room, outside toilet and swimming-pool.

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% 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 10th day of November 1992.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/N92043.)

Saak 2931/91

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

In die saak tussen **G. J. Small**, Esekusieskuldeiser, en **J. G. Welthagen**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 4 Desember 1992 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Gedeelte 67 (gedeelte van Gedeelte 56), van die plaas Groenkloof 464, distrik Brits, groot 8,5653 (agt komma vyf ses vyf drie) hektaar.

*Verbeterings:* 'n Voorafvervaardigde asbeswoning bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en was- en strykkamer, verskeie buitegeboue—een groot staalstoor wat kan sluit, drie toegeruste boorgate en groot sementdam. Daar is duisende nawel-, nartjie-, makadamia-, neut- en advokadobome, maar kan egter nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 26ste dag van Oktober 1992.

R. H. van Onselen, vir Jonker van Onselen & Kie. Ing., Van Veldenstraat 40, Brits. (Verw. M. Botha:S17.)

Saak 60788/90

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

In die saak tussen **Bankorp Bpk.**, Eiser, en **Rouxlé Ferreira**, Verweerderes

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju-Oos, naamlik Strubenstraat 142, Pretoria, op 9 Desember 1992 om 10:00, van die ondervermelde eiendom van die Verweerderes, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tyde van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

*Eiendom:* Erf 758, Waterkloofrif, Registrasieafdeling JR, Transvaal, groot 3 937 (drie nege drie sewe) vierkante meter, beter bekend as Delphinusstraat 233, Waterkloofrif, bestaande uit onbeboude perseel (geen waarborg word in hierdie verband deur ons gegee nie).

**Voorwaardes:** 10% van die koopprijs en afslagsgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aannembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Verw. mnr. Van Rooyen/CV/4238.)

**Saak 77113/91**

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

In die saak tussen **Deonhof Beheerliggaam**, Eiser, en **J. T. du Preez**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 22 Januarie 1992, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieder, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op Dinsdag, 15 Desember 1992 om 10:00, te die kantore van die Balju, Pretoria-Sentraal, Sinodalesentrum 234, Visagiestraat, Pretoria, nl:

Eenheid 18, soos getoon en volledig beskryf op Deelplan SS222/81, in die gebou of geboue wat bekend staan as Deonhof, grootte 71 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en volledig beskryf in die hiervoor gemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreeerde Deeltitel ST81841/1990, bekend as Woonstel 202, 12de Laan 498, Gezina, Pretoria.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie:

'n Woonstel bestaande uit 'n sitkamer, eetkamer, slaapkamer, badkamer en kombuis.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Sinodalesentrum 234, Visagiestraat, Pretoria, waar dit gedurende normale kantoorure ingedien kan word.

Geteken te Pretoria op die 13de dag van November 1992.

E. van der Westhuizen, Prokureur vir Eiser, Jorissenstraat 541, Sunnyside, Pretoria. (Tel. 343-0158/9.) (Verw. EVDW/ET3523/92.)

**Saak 63844/92**

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

In die saak tussen **Valdice Beheerliggaam**, Eiser, en **J. J. van den Berg**, Eerste Verweerder, en **Mev. L. S. P. van den Berg**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 September 1992, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieder, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op Dinsdag, 15 Desember 1992 om 10:00, te die kantore van die Balju, Pretoria-Sentraal, Sinodalesentrum 234, Visagiestraat, Pretoria, nl:

Eenheid 16, soos getoon en volledig beskryf op Deelplan SS192/88, in die gebou of geboue wat bekend staan as Valdice, grootte 91 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en volledig beskryf in die hiervoor gemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens sertifikaat van Geregistreeerde Deeltitel ST76991/1991, gehou kragtens Sertifikaat van Geregistreeerde Deeltitel ST76991/1991, bekend as Woonstel 27, Kerkstraat 552, Arcadia, Pretoria.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie:

'n Woonstel bestaande uit 'n sitkamer, eetkamer, twee en 'n halwe slaapkamers, badkamer en kombuis.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Sinodalesentrum 234, Visagiestraat, Pretoria, waar dit gedurende normale kantoorure ingedien kan word.

Geteken te Pretoria op die 13de dag van November 1992.

E. van der Westhuizen, Prokureur vir Eiser, Jorissenstraat 541, Sunnyside, Pretoria. (Tel. 343-0158/9.) (Verw. EVDW/ET 3523/92.)

**Case 3319/92**

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

In the matter between **N.B.S. Bank Ltd**, formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Mampi Rose Sothoane**, First Defendant, and **Meisina Sothoane**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 30 June 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 January 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder.

Certain all the right, title and interest in the leasehold in respect of Erf 1522, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, situate on 1522 Etwatwa Extension 2, in the township of Etwatwa Extension 2, District of Benoni, measuring 273 (two hundred and seventy-three) square metres.



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

Building built of concrete blocks, tiled roof, comprising lounge, kitchen, dining-room, three bedrooms, bathroom, w.c. and a wire boundary.

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

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

Dated at Benoni on this the 11th day of November 1992.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond Pole & Dixon, 96 Bedford Avenue, Benoni. (Tel. 52-8666.) (Ref. N7382P/Mrs Mattheys.)

#### Case 74022/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Aletta Wilhelmina van Loggerenberg**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 December 1992 at 10:00, of:

Section 29 as shown on Sectional Plan SS 35/81 in the building Esperanto measuring 58 square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered title ST35/1981(29)(Unit), dated 19 February 1981.

Known as Flat 402, Esperanto, 193 Skinner Street, Pretoria.

Particulars are not guaranteed.

One-bedroomed flat with lounge, dining-room, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-349420/JAA/J. S. Herbst.)

#### Case 36447/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Phillipus Jacobus Cronje**, Defendant

A sale will be held at 142 Struben Street, Pretoria on Wednesday, 9 December 1992, at 10:00 of Section 16 as shown on Sectional Plan SS116/87 in the building Manor Ridge, situate at remaining extent of Erf 486, Lynnwood Manor, Extension 1, Local Authority, City Council of Pretoria, measuring 140 square metres; and an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST116/87 (16) (Unit) dated 11 June 1987, known as Flat 16, Manor Ridge, 60 Card Avenue, Lynnwood Manor.

Particulars are not guaranteed: Three bedroomed flat with lounge, dining-room, kitchen, two bathrooms and single garage.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-332914/JAA/J. S. Herbst.)

#### Case 77382/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Anthony Allen Palm**, First Defendant, and **Bernadette Doris Palm**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 9 December 1992, at 10:00:

Erf 1615 in the Town Garsfontein, Extension 8, Registration Division JR, Transvaal, measuring 1 037 (one thousand and thirty-seven) square metres, known as 250 Brian Edwood Street, Garsfontein, Extension 8.

Particulars are not guaranteed: Dwelling-house, living-room, kitchen, two bedrooms and bathroom/toilet.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers, Lunnon & Tindall Inc. (Tel. 28-6770 x 242.) (Ref. N1/B-349484/JAA/M. Oliphant.)

#### Case 66109/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Julius Wilhelm Rahn**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 9 December 1992, at 10:00:

Erf 659, situate in the Township of Constantiapark, Extension 1, Registration Division JR, Transvaal, measuring 1 492 square metres, known as 174 Hayston Street, Constantiapark, Extension 1.

Particulars are not guaranteed: Dwelling-house, entrance-hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, study, scullery, laundry, TV-room, pantry and dressing-room. Single garage, servants' room and toilet.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers, Lunnon & Tindall Inc. (Tel. 28-6770 x 242.) (Ref. N1/B-344531/JAA/M. Oliphant.)

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**Case 73066/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Petro Johanna Tiltmann**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 9 December 1992, at 10:00:

(a) Section 1 as shown on Sectional Plan SS57/91, in the building *Slate Duet*, situate at Erf 1714, Zwartkop Extension 8, measuring 142 square metres, and

(b) an undivided share in the common property in the land and building held under Certificate of Registered Sectional Title ST2752/92, dated 20 January 1992, known as 55A Philite Street, Zwartkop, Extension 8.

Particulars are not guaranteed: Duet: entrance-hall, lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers, Lunnon & Tindall Inc. (Tel. 28-6770 x 242.) (Ref. N1/B-347389/JAA/M. Oliphant.)

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**Case 74575/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Magiel Frederik Jansen**, First Defendant, and **Hester Helena Louisa Jansen**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 December 1992 at 10:00:

Erf 2105, situate in the Township of Danville, Registration Division JR, Transvaal, measuring 684 square metres, known as 258 Japie Krige Street, Danville, 0183.

Particulars are not guaranteed:

Dwelling-house: Lounge, kitchen, three bedrooms, toilet, bathroom, carport, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 242.) (Ref. N1/B-349437/JAA/M. Oliphant.)

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**Case 70250/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Ltd** (Allied Division), Plaintiff, and **B. P. Koloti**, First Defendant, and **P. S. Koloti**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, at 10:00 on 9 December 1992 of:

Erf 186, situate in the Township of Country View Extension 1, Registration Division JR, Transvaal, measuring 770 square metres, known as 186 Fire Lilly Crescent, Country View Extension 1.

Particulars are not guaranteed:

Vacant land.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 227.) (Ref. N1-C/347330/JAA/Miss A. M. Botes.)

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**Case 4546/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM**

In the matter between **United Building Society Ltd**, Plaintiff, and **M. W. Mashiloane**, Defendant

A sale will be held at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, at 11:00 on 11 December 1992, of:

All right, title and interest in the leasehold in respect of Erf 8863 (previously known as Erf 1163), in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 375 square metres, known as ROW, Erf 8863 (previously known as Erf 1163), Mamelodi Extension 2.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 227.) (Ref. N1-C/329424/JAA/Miss A. M. Botes.)



Case 69162/91

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Schalk Johannes Burger**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 9 December 1992 at 10:00, of:

Erf 283, Doringkloof Township, Registration Division JR, Transvaal, measuring 991 square metres, known as 86 Jean Avenue, Doringkloof.

Particulars are not guaranteed:

Dwelling with TV-room, lounge, dining-room, kitchen, three bedrooms, two bathrooms, double garage, servant's room and w.c.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon &amp; Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-317214/JAA/J. S. Herbst.)

Case 6606/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **David Walton**, First Defendant, and **Gillian Elizabeth Walton**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 11 December 1992 at 11:00:

Erf 217, situate in the Township of Karen Park, Registration Division JR, Transvaal, measuring 901 (nine hundred and one) square metres known as 11 Broodboom Street, Karen Park.

Particulars are not guaranteed.

*Dwelling-house:* Entrance hall, lounge, television room, dining-room, kitchen, three bedrooms, two bathrooms and scullery. Double garage and toilet.

Inspection 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 &amp; Tindall Inc. (Tel. 28-6770.) (Ref. N1/B-344534/JAA/M. Oliphant.)

Saak 8710/90

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **O.T.K. (Koöperatief) Bpk.**, Eiser, en **Henri Cecil Richard Gouws**, Eerste Verweerder, **Anna Erasmus (Edms.) Bpk.**, Tweede Verweerder, en **Tafelkoppies Ontwikkelings (Edms.) Bpk.**, Derde Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 22 Oktober 1990, sal die hieronder vermelde eiendom geregtelik verkoop word op Vrydag, 4 Desember 1992 om 10:00 te die Landdroshof, Delvillestraat, Witbank, aan die persoon wat die hoogste aanbod maak:

Erf 266, in die dorp Del Judor, Witbank, Registrasieafdeling JS, Transvaal, groot 1 555 vierkante meter, gehou kragtens Akte van Transport T9519/1969.

*Die volgende inligting word verstrekk maar nie gewaarborg nie:*

Die eiendom is onverbeterd.

Die volledige voorwaardes van hierdie verkoping lê ter insae by die kantoor van die Balju, Witbank, Rhodestraat 3, Witbank.

Gedateer te Pretoria op hierdie 12de dag van November 1992.

E. J. V. Penzhorn, vir MacRobert de Villiers Lunnon &amp; Tindall Inc., Unitedgebou 501, Andriesstraat 263, Pretoria. (Verw. H240541/lc.)

Saak 479/92

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

In die saak tussen **United Bank**, 'n divisie van **ABSA Bank Bpk.**, Eiser, en **Johannes Cornelius Petrus Dreyer**, Eerste Verweerder, en **Marjorie Ann Dreyer**, Tweede Verweerder

'n Verkoping in eksekusie van die eiendom hieronder beskrywe sal gehou word voor die Landdroskantoor, Marble Hall om 10:00 op 4 Desember 1992.

Erf 706, in die dorp Marble Hall-uitbreiding 5, Registrasieafdeling JS, Transvaal, groot 1 600 vierkante meter.

*Die volgende besonderhede word verstrekk maar nie gewaarborg nie:*

1. Hierdie baksteenwoning met 'n sinkdak bestaande uit 'n ingangsportaal, woonkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, familiekamer, studeerkamer, stort, opwaskamer en 'n waskamer. Konstruksie sluit in Compo bord plafonne, mat- en Novilonbedekte vloere en 'n warmwatersisteem.

2. Boorgat. Enkelmotorhuis en bediendekamer en toilet.

'n Aansienlike bouverenigingverband kan gereël word vir 'n goedgekeurde koper.

Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van die Landdroshof, Groblersdal, Eindstraat, Groblersdal.

*Die vernaamste verkoopvoorwaardes is as volg:*

1. Die eiendom sal sonder reserwe aan die hoogte biebër verkoop word.

2. Die koper sal 10% (tien persent) van die volle koopsom onmiddellik by aangaan van die koop betaal en die balans van die koopprys tesame met rente moet binne 14 (veertien) dae na datum van verkoop verseker word deur middel van 'n goedgekeurde bank- en/of bougenootskapwaarborg.

3. Die Eksekusieskuldeiser, die Balju of Afslaer waarborg nie die toestand van die eiendom wat verkoop word nie en die eiendom word voetstoots verkoop. Die eiendom word verkoop in ooreenstemming met en onderhewig aan al die voorwaardes van die transportakte en kaart (indien enige) daarvan en nog die Eiser nog die Balju of Afslaer waarborg die grootte daarvan. Hulle sal nie verantwoordelik wees vir enige tekort of gebrek ten opsigte van die eiendom nie en nog die Eksekusieskuldeiser of die Eksekusieskuldenaar sal geregtig wees om aanspraak te maak op enige oorskot wat mag bestaan nie.

4. Die verkoping sal onderhewig wees aan die bekragtiging van die betrokke verkoop deur alle verbandhouders oor die eiendom.

5. Die verkoping sal verder geskied onderhewig aan die voorwaardes en reëls soos neergelê deur die Wet op Landdroshof, Wet 32 van 1944.

Geteken te Groblersdal hierdie 1ste dag van September 1992.

J. Rautenbach, vir Herman Grobler & Vennote, Van Riebeeckstraat 7C, Posbus 23, Groblersdal.

#### Case 4233/92

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Yagambran Soobramony Govender**, Defendant

A sale in execution of the property described hereunder will take place on 9 December 1992 at 10:00, at the offices of the Sheriff of the Magistrate's court, Johria Court, 4 du Plessis Street, Florentia, Alberton.

Erf 681, Palm Ridge Township, Registration Division IR, Transvaal, measuring 770 (seven hundred and seventy) square metres, property also known as 11 Pincushion Street, Palmridge, Eden Park, District of Alberton.

*Comprising:* Brick under tile dwelling, three bedrooms, lounge, dining-room, kitchen, two bathrooms, toilet, wire and brick fencing.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorneys for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston. (Ref. 14662/KD/PT.)

#### Case 246/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Paul Johannes Els**, First Defendant, and **Chantelle Els**, Second Defendant

A sale in execution will be held at 11:00 on 11 December 1992 at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 615, situate in the Township of The Orchards Extension 10, Registration Division JR, Transvaal, measuring 1 654 square metres known as 23 Scott Street, The Orchards Extension 10.

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

Single storey dwelling with attic floor, clay tiles, brick walls, lounge, dining-room, pantry, three bedrooms, bathroom, shower, w.c., entrance hall, scullary, laundry, covered stoep, two garages, outside w.c., store, brick and screenwalls, brick drive and pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria, Wonderboom.

Dated at Pretoria on this 11th day of November 1992.

C. G. Stolp, for Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys, Seventh Floor, NBS Building, 259 Pretorius Street, P.O. Box 645, Pretoria. [Tel (012) 325-2461.] (Ref. Mr Stolp/RS/M.8927.)



Saak 1178/92

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **J. J. B. Walker**, Verweerder

Ingevolge 'n beslaglegging in eksekusie gedateer 11 September 1992, sal die volgende eiendom by die Balju se kantore, Scholtzstraat 111, Lichtenburg, per publieke veiling verkoop word op 4 Desember 1992 om 10:00:

Resterende Gedeelte van Gedeelte 3 van Erf 168, geleë in die dorp Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 101 (eenduisend eenhonderd-en-een) vierkante meter gehou kragtens Akte van Transport T12568/83.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantoor van die Balju, Scholtzstraat 11, Lichtenburg, asook by die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 9de dag van November 1992.

J. J. Sauer, vir Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg. (Verw. Mnr Nortje/S779/mdk.)

Saak 60265/90

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

In die saak tussen **NBS Bank Bpk.**, Eksekusieskuldeiser, en **D. P. Breedt**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 28 Januarie 1991, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Noord-Wes, te Olivetti Huis 609, hoek van Schubart- en Pretoriusstraat, aan die hoogste biebër op 10 Desember 1992 om 10:00:

Hoewe 84, geleë te Magaliesmoot-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0234 (twee komma nul twee drie vier) vierkante meter, gehou kragtens Akte van Transport T34770/83 (beter bekend as Plot 84, Magaliesmoot).

*Voorwaardes van verkoping:*

1. Die eiendom sal aan die hoogste biebër 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:

Enkelverdieping woonhuis met sit-/eetkamer, kombuis, studeerkamer, drie slaapkamers, badkamer, twee toilette, stort, 'n ingangsportaal en baksteenmure.

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 van die Landdroshof, Pretoria Noord-Wes.

Geteken te Pretoria.

G. Findlay, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. G. Findlay/RE/J01434.)

Saak 18156/92

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Mokgadi Ellen Mamabolo**, Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op die 13de dag van Oktober 1992 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op die 11de dag van Desember 1992 om 11:00 te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

*Sekere:* Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2415, Blok GG, geleë in die woongebied Soshanguve, groot 390 (driehonderd-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit twee slaapkamers, sit-/eetkamer, onttoegeruste badkamer en 'n kombuis.

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

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

Saak 18348/92

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

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Dirk Johannes Booysen**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 13 Oktober 1992, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 11 Desember 1992 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere: Resterende gedeelte van Erf 1122, in die dorp Pretoria-Noord, Registrasieafdeling JR, Transvaal, met straatadres bekend as Britsweg 465, Pretoria-Noord, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, gesinskamer, drie slaapkamers, badkamer, waskamer, kombuis, motorhuis, bediendekamer, stoorkamer en waskamer.

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

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

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

Saak 16300/90

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

In die saak tussen **Saambou-Nasionale Bouvereniging Bpk.**, Eiser, en **Theodorus Louis Kriel**, Eerste Verweerder, en **Ronélie Kriel**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 9 Oktober 1990, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 11 Desember 1992 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 900, geleë in die dorp Theresapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, met straatadres bekend as Rhebucksingel 95, Theresapark-uitbreiding 2, groot 1 019 (eenduisend en negentien) vierkante meter.

Die eiendom is onverbeterd en bestaan uit 'n onbeboude erf.

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

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

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

Saak 16301/90

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

In die saak tussen **Saambou-Nasionale Bouvereniging Bpk.**, Eiser, en **Theodorus Louis Kriel**, Eerste Verweerder, en **Ronélie Kriel**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 9 Oktober 1990, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 11 Desember 1992 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 899, geleë in die dorp Theresapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, met straatadres bekend as Rhebucksingel 104, Theresapark-uitbreiding 2, groot 1 275 (eenduisend tweehonderd vyf-en-sewentig) vierkante meter.

Die eiendom is onverbeterd en bestaan uit 'n onbeboude erf.

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

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

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



Case 18984/91

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

In the matter between **Allied Building Society Ltd**, Plaintiff, and **Drie Josiah Nkosi**, Defendant

A sale will be held by the Sheriff, Pretoria North West at 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 10 December 1992 at 10:00:

*Certain:* The right, title and interest in the leasehold in respect of Erf 2707, situate in the Township of Saulsville, Registration Division JR, Transvaal, measuring 528 square metres, known as 4 Sompane Street, Saulsville, held under Certificate of Registered Grant of Leasehold TL38533/90.

*Improvements:* Dwelling-house comprising three bedrooms, lounge, dining-room, kitchen and bathroom.

*Outbuilding:* A garage, brick fencing and paving.

Nothing in this respect is guaranteed.

Inspect conditions at Sheriff, Pretoria North West, Second Floor, 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Jacobson & Levy. (Tel. 28-7284.)

Saak 6729/92

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

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Jan Breytenbach**, Eerste Verweerder, en **Aletta Susanna Visser**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 19 Mei 1992, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 8 Desember 1992 om 10:00, op die eiendom soos hieronder genoem, aan die hoogste bieder:

Gedeelte 32 ('n gedeelte van Gedeelte 26) van plaas Kareekuil 356, Registrasieafdeling IO, Transvaal, groot 134,9637 hektaar, gehou kragtens Akte van Transport T36538/1972, geleë in die distrik Lichtenburg.

Daar is geen reserweprys nie.

Die eiendom is omhein en verdeel in vier kampe. Dit is verbeter met boorgat met elektriese motor en kragkop en 'n dam. Op die eiendom is 'n vyf slaapkamerwoonhuis, 'n woonstel, vier vertrek buitegebou en sinkstoor. Geen waarborg word in hierdie verband gegee nie.

*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 Balju van die Hooggeregshof, Lichtenburg, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Langstraat 54A, Lichtenburg.

Geteken te Pretoria op hierdie 13de dag van November 1992.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 325-2277/88.) (Verw. mnr. De Vos/mvz.)

Saak 10028/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Paul Malifetsane Lebese**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 28 September 1992, en 'n lasbrief vir eksekusie, gedateer 2 Oktober 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 15 Januarie 1993 om 11:00:

Die reg, titel en belang in huurpag van Erf 21330, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 322 vierkante meter, geleë te Erf 21330, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdieping woonhuis bestaande uit sitkamer, drie slaapkamers, kombuis, badkamer en toilet.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshowewet 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% 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 bank of bouvereniging verseker te word.

Gedateer te Benoni hierdie 12de dag van November 1992.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 845-3216.)

#### Saak 10030/92

#### IN DIE LANDDROSHOF VAN DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Beatrice Mlambo**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 28 September 1992, en 'n lasbrief vir eksekusie, gedateer 2 Oktober 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 15 Januarie 1993 om 11:00:

Die reg, titel en belang in huurpag van Gedeelte 90 van Erf 21669, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 120 vierkante meter, geleë te Gedeelte 90 van Erf 21669, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, drie slaapkamers, kombuis en badkamer.

##### *Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Landdroshofwet 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprys is soos volg betaalbaar:
  - 3.1 Deposito van 10% 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 bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 12de dag van November 1992.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 845-3216.)

#### Saak 9709/92

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

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Miriam Ngwenya**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 28 September 1992, en 'n lasbrief vir eksekusie, gedateer 2 Oktober 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 15 Januarie 1993 om 11:00:

Die reg, titel en belang in huurpag van Gedeelte 93 van Erf 21669, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 115 vierkante meter, geleë te Gedeelte 93 van Erf 21669, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkel verdieping woonhuis bestaande uit sitkamer/eetkamer, drie slaapkamers, kombuis en badkamer.

##### *Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Landdroshofwet 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprys is soos volg betaalbaar:
  - 3.1 Deposito van 10% 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 bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 12de November 1992.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 845-3216.)

#### Case 10117/91

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Evert Philippus Jacobus Benadé**, First Defendant, and **Cornelia Benadé**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Ondertepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 11 December 1992 at 11:00 of:

Erf 348, in the Town Hestepark Extension 1, Registration Division JR, Transvaal, measuring 913 square metres, known as 2 Rotweiler Street, Hestepark Extension 1.



Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom, single garage and toilet.

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. 28-6770.) (Ref. N1/A-347325/JAA/J. S. Herbst.)

**Saak 8264/91**

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

In die saak tussen **Standard Credit Corporation Ltd**, Eiser, en **J. Coetzee**, Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof teen die Verweerder, toegestaan op 4 Oktober 1991, en 'n lasbrief vir eksekusie gedateer 8 Oktober 1991, sal die ondervermelde eiendom verkoop word op 3 Desember 1992 om 10:00, voor die kantore van die Balju, Parkstraat 10, Kempton Park, aan die hoogste bieder.

Sekere Erf 709, Birch Acres-uitbreiding 2, groot 900 (negehonderd) vierkante meter gehou kragtens Akte van Transport T78532/1988.

*Verbeterings:* Sitkamer, twee badkamers, eetkamer, drie toilette, drie slaapkamers, garage, TV-kamer, kombuis, swembad en motorweg.

*Buitegeboue:* —.

*Terme en verkoopvoorwaardes:* Die koper sal 10% (tien persent) van die koopprijs met die koop betaal en die balans van die koopprijs binne veertien dae, of sekuriteit deur 'n bank of bougenootskap verstrek. Die volledige voorwaardes van verkoop is ter insae by die kantoor van die Balju, te Kempton Park.

P. A. Aucamp, Brave Nickelgebou, Pinelaan 5C, Kempton Park. (Verw. Mnr Aucamp/sg/S00160/92.)

**Saak 934/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen **ABSA Bank Bpk.** (United Bank Divisie) (voorheen United Bank Bpk.), Eiser, en **W. du Toit Thomas**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Piet Retief, gedateer 19 Oktober 1992, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 19 Oktober 1992, sal die ondervermelde vaste eiendom op 10 Desember 1992, voor die Landdroskantoor te Piet Retief, deur die Balju van die Landdroshof, Piet Retief, verkoop word aan die persoon wat die hoogste bod maak, naamlik om 09:00:

Gedeelte 1 van Erf 284, geleë in die dorp Piet Retief, Registrasieafdeling HT, Transvaal, groot 2 855 vierkante meter (twee agt vyf vyf), ook bekend as De Jagerstraat 8A, Piet Retief.

Die eiendom is verbeter.

Woonhuis bestaan uit sitkamer, eetkamer, kombuis, ingangsportaal, vyf slaapkamers, drie badkamers, studeerkamer, stoep, opwas- en waskamer.

*Buitegeboue:* Enkel garage, motorafdak, bediendekamer en toilet. Swembad en lapa.

*Voorwaardes:*

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Piet Retief, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Piet Retief, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Piet Retief hierdie 10de dag van November 1992.

J. Grey, Smitsstraat 15, Piet Retief. (Verw. JG/sw/United.)

**Saak 4028/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Bpk.**, Eiser, en **T. C. Taioe**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Evander, toegestaan op 12 Oktober 1992, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 11 Desember 1992 om 10:00, aan die hoogste bieder, naamlik:

Erf 4106, Embalenhle-uitbreiding 5-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 273 vierkante meter gehou kragtens Akte van Transport T3709/92.

**Terme:**

Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, te word versekureer deur 'n goedgekeurde bank- of bouverenigingwaarborg te word gelewer binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornelliweg 21, Evander, besigtig word.

Geteken te Secunda op hierdie 11de dag van November 1992.

E. J. Louw, vir Els Prokureurs, Eerste Verdieping, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. Mev. Louw/evv.)

**Case 2248/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT**

In the matter between **N.B.S Bank Ltd**, Plaintiff, and **John Joseph Lee**, First Defendant, and **Jacqueline Joyce Lee**, Second Defendant

In execution of a judgment in the Magistrate's Court for the District of Roodepoort, held at Roodepoort, dated 31 March 1992, in the above action, a sale as a unit without a reserve price will be held at the offices of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 11 December 1992 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, Roodepoort.

*Description of property:* Single storey dwelling-house under tiled roof consisting of two bedrooms, three bathrooms, lounge, family-room, dining-room, kitchen and passage.

*Being:* Stand 4073, Weltevreden Park Extension 30 Township.

*Measuring:* 1 124 square metres, held by the Defendants under Title Deed T17074/91, Registration Division IQ, Transvaal.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer; guarantee to be furnished with 14 (fourteen) days from the date of sale.

Auctioneer's charges payable on the day of the sale, to be calculated as to 4% (four per centum) on the proceeds of the sale. Minimum charges R50,00 (fifty rand).

Dated at Roodepoort this 12th day of November 1992.

Sharl van Rensburg, for Bezuidenhout Van Zyl Inc., 43 Goldman Street, Florida. (Tel. 472-4502/3.) (Ref. S. P. van Rensburg/cl/30/92.)

**Case 4875/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Jacob Zulu**, Defendant

In execution of a judgment in the Magistrate's Court for the District of Roodepoort, held at Roodepoort, dated 20 May 1992, in the above action, a sale as a unit without a reserve price will be held at the offices of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 11 December 1992 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, Roodepoort.

*Description of property:* Single storey dwelling-house under tiled roof consisting of two bedrooms, bathroom, lounge, kitchen and passage.

*Being:* Stand 9209, Dobsonville Township.

*Measuring:* 260 square metres, held by the Defendant under Title Deed TL12132/1990, Registration Division IQ, Transvaal.

*Terms:* 5% (five per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer; guarantee to be furnished with 30 (thirty) days from the date of sale.

Auctioneer's charges payable on the day of the sale, to be calculated as to 4% (four per centum) on the proceeds of the sale. Minimum charge R50 (fifty rand).

Dated at Roodepoort this 12th day of November 1992.

Sharl Van Rensburg, for Bezuidenhout Van Zyl Inc., 43 Goldman Street, Florida. (Tel. 472-4502/3.) (Ref. S. P. van Rensburg/cl/30/92.)

**Case 11420/91****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Reg. No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Anthony John Nassif**, First Defendant, and **Mary Tina Salima Nassif**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 10 December 1992 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.



Certain Portion 1 of Erf 1120, Mulbarton Extension 3 Township, Registration Division IR, Transvaal, area 1 000 square metres, situation 6 Dalbini Drive, Mulbarton Extension 3.

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

*Terms*: 10% (ten per centum) of the purchase price in cash upon conclusion of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 and thereafter 3% (three per centum), to a maximum fee of R6 000,00 and a minimum of R100,00.

Dated at Johannesburg on this 13th day of November 1992.

E. F. K. Tucker, Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

#### Saak 1033/91

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

In die saak tussen **Saambou-Nasionale Bouvereniging Bpk.**, Eiser, en **T. R. Diale**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 4 Junie 1992, en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 11 Desember 1992 om 09:00, te die Landdroshof te Nigel, geregte verkoop sal word, naamlik:

Erf 8532, Duduza, Nigel, ook bekend as 8532 Duduza, Nigel, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Derde Laan 29, 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.

*Beskrywing van eiendom*: Steengebou met teëldak, kombuis, sitkamer, drie slaapkamers, badkamer met toilet en omheining.

Gedateer te Nigel op hede die 11de dag van November 1992.

Brits Pretorius Kruger & Coetzee Inc., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. JHE/S1135.)

#### Saak 2609/88

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

In die saak tussen **N. S. Wolmarans**, Eksekusieskuldeiser, en **Jacobus Andries Holtzhausen**, Eksekusieskuldenaar

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie, gedateer 30 Maart 1992, sal die ondergenoemde eiendom geregte verkoop word op 3 Desember 1992 om 10:00, te Olivetti House 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder, naamlik:

Hoewe 2, Swacina Park, Agricultural Holdings, Registrasieafdeling JR, Transvaal, groot 2,0254 (twee komma nul twee vyf vier) hektaar, gehou kragtens Akte van Transport T8428/90, ook bekend as Plot 2, Swacina Park-landbouhoeves.

*Verbeterings* (Wat nie as korrek gewaarborg word nie): Drieslaapkamerwoonhuis met sitkamer, T.V.-kamer, twee badkamers en aparte toilet, eetkamer, studeerkamer en opwaskamer asook buitegeboue bestaande uit dubbel motorhuis en bediendekamer met toilet.

*Materiële voorwaardes van verkoping*:

1. Die verkoping sal onderhewig wees aan die Landdroshofwet, No. 32 van 1944, soos gewysig.
2. Die koper sal aanspreeklik wees vir betaling van rente op die koopprys teen die rentekoerse wat betaalbaar is aan preferente skuldeisers vanaf die datum van verkoping tot datum van registrasie van transport van die eiendom in die naam van die koper.
3. 10% (tien persent) van die koopprys en afslaaersgelde, welke betaalbaar is deur die koper, is betaalbaar onmiddellik na die verkoping in kontant of per bankgewaarborgde tjek, en die balans van die koopsom is betaalbaar teen registrasie van oordrag, vir welke bedrag die koper aanvaarbare bank- of bouverenigingwaarborg moet lewer aan die Balju van die Landdroshof, Pretoria-Noord-Wes, binne 14 (veertien) dae na die verkoping of alternatiewelik die gemelde bedrag binne gemelde tydperk in kontant of per bankgewaarborgde tjek moet inbetaal by die Balju van die Landdroshof, Pretoria-Noord-Wes.
4. Oordrag van die eiendom sal geskied deur die Eksekusieskuldeiser se prokureurs. Die koper sal aanspreeklik wees vir die betaling van alle koste verbonde aan die oordrag, insluitende hereregte, seëlregte en alle gelde wat betaal moet word ten einde 'n belastinguitklaringsertifikaat ingevolge artikel 50 van die Ordonnansie op Plaaslike Besture (Transvaal) 1939, of enige wysiging daarvan te verkry.

5. Die volledige voorwaardes van die verkoping sal deur die Balju vir die Landdroshof, Pretoria-Noord-Wes/Afslaer gelees word ten tyde van die verkoping en sal ter insae lê by die kantore van die Balju, vir die Landdroshof, Pretoria-Noord-Wes, te Olivettihuis, Tweede Verdieping, Kamer 202, hoek van Schubart- en Pretoriusstraat, Pretoria.

Gedateer te Hartbeespoort op hierdie 20ste dag van Oktober 1992.

J. F. Kruger, Cassienstraat 89, Schoemansville, vir Smuts, Pretorius, Prokureurs vir Applikant, Van Veldenstraat 37, Brits, 0250, Posbus 570, Hartbeespoort, 0216. [Tel. (01211) 3-0116/7.] (Verw. mnr. Krige.)

#### Case 1567/91

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

In the matter between **Standard Credit Corporation Ltd**, Plaintiff, and **D. J. Masie**, Defendant

In pursuance of a judgment in the Magistrate's Court, Klerksdorp, and a warrant of execution, dated 17 December 1991, the following property will be sold in execution on Friday, 4 December 1992 at 10:00, at the offices of the Sheriff of the Magistrate's Court, at 23 Leask Street, Klerksdorp, to the highest bidder:

Certain Erf 257, Tigane, Township, Registration Division IP, Transvaal, measuring 736 (seven hundred and thirty-six) square metres, held by Certificate of Registered Grant of Leasehold TL20716/1992.

#### Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Grant of Leasehold TL20716/1992 in so far as these are applicable.

2. The following improvements on the property have been reported but nothing is guaranteed: A shebeen.

**Terms:** The purchase price shall be paid as follows: Ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at current mortgage bond rates from date of sale to date of payment to be paid or secured within (30) thirty days by an approved bank or building society guarantee.

4. **Conditions:** The full conditions of sale will be read by the Sheriff of the Magistrate's Court, immediately prior to the sale and may be inspected at this office or at the offices of Waks & Brady (Inc. V. d. Watt & Cohen), W. B. Chambers, 17 Noord Street, Klerksdorp.

Dated at Klerksdorp this the 10th day of November 1992.

I. Cohen, for Waks & Brady (Inc. V. d. Watt & Cohen), W. B. Chambers, 17 Noord Street, Klerksdorp, 2570.

#### Saak 175/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **Mendiwa Samuel Nkosi**, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, gedateer 10 September 1992, word die hiernavermelde eiendom op Dinsdag, 15 Desember 1992 om 10:00, voor die Landdroshof, Hendrina, geregteelk verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 911, in die dorp Kwazamokuhle, Registrasieafdeling IS, Transvaal, groot 312 (drie een twee) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL 36238/91.

Die eiendom is verbeter en bestaan uit twee slaapkamers, kombuis, badkamer en sitkamer.

**Voorwaardes:** Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju, Hendrina, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalinge daarvan die volgende:

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 60 (sestig) dae na datum van verkoping.

2. Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

3. Die koper sal aanspreeklik wees vir hereregte, transporkoste en agterstallige belastinge indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 6de dag van November 1992.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. v. d. Wath/em SJN 030.)

#### Case 3020/92

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

In the matter between **Allied Bank**, a Division of ABSA Bank, formerly Allied Building Society, Execution Creditor, and **Pieter Frederik van der Merwe**, Execution Debtor

The following property will be sold in execution on 10 December 1992 at 10:00, at the Sheriff's Office, 10 Park Street, Kempton Park:

Certain Erf 355, Birch Acres Extension 1 Township, Registration Division IR, Transvaal, situate at 10 Doppertjie Way, Birch Acres Extension 1, Kempton Park, measuring 1 127 (one thousand one hundred and twenty-seven) square metres.



Consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms, garage, family/T.V.-room, bar, kitchen, carport, driveway, pool, all under a tiled roof and the property is surrounded by pre-cast walls, subject to certain servitudes held under Deed of Transfer T69392/91, judgment debt R106 319,00 plus interest at 19% (nineteen per centum) per annum from 9 March 1992 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's Office.

*Dated:* 10 November 1992.

Van Rensburg Schoon & Cronje, 7 Die Eieke, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/AB859.)

#### Saak 4149/92

##### IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Coenraad Frederick Stoltz**, Eerste Verweerder, en **Janette Stoltz**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 26 Oktober 1992, en 'n lasbref vir eksekusie, in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 11 Desember 1992 om 10:00, 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 5035-uitbreiding 12, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

*Adres:* Caledonrivierstraat 18, Secunda.

*Beskrywing van eiendom:*

Drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, motorhuis en motorafdak, groot 918 (nege een agt) vierkante meters.

Geteken te Secunda op hede hierdie 10de dag van November 1992.

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

#### Saak 4148/92

##### IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Jacob Abraham du Plooy**, Eerste Verweerder, en **Maria Susanna du Plooy**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 26 Oktober 1992, en 'n lasbrief vir eksekusie, in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 11 Desember 1992 om 10:00, 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 1249, Uitbreiding 2, Evander, geleë in die dorp Evander, Registrasieafdeling IS, Transvaal.

*Adres:* Glasgowweg 28, Evander.

*Beskrywing van eiendom:*

Drie slaapkamers, een en 'n half badkamer, kombuis, sitkamer, eetkamer en motorhuis, groot 1 070 (een nul sewe nul) vierkante meters.

Geteken te Secunda op hede hierdie 10de dag van November 1992.

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

## CAPE • KAAP

#### Case 307/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Lukas Marthinus Maree**, Defendant

In the above matter, a sale will be held on Thursday, 10 December 1992, at 12:00, at the site of 139 Station Road, Brackenfell, being Erf 3136, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, measuring 944 square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of twenty per centum (20%) 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 tiled roof dwelling comprising three bedrooms, dining-room, lounge, kitchen, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River 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/as.)

**Case 9859/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Sheriffe Robert van der Merwe**, First Defendant and **Eleanor Evangeline van der Merwe**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 28 August 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

*Certain:* Erf 3754, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 385 (three hundred and eighty-five) square metres; held by Deed of Transfer T41803/91; also known as 1 Willow Avenue, Blue Downs, Eerste River, 7100.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, three bedrooms, kitchen, bathroom and w.c.

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 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 26 October 1992.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.]

**Case 3301/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Wilfred Lionel Thomas**, First Defendant, and **Una Thomas**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 25 June 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

*Certain* Erf 4052, Blue Downs, in the Local Area of Lower Kuils River No. 1, Division of Stellenbosch; in extent 364 (three hundred and sixty-four) square metres; held by Deed of Transfer T35512/89; also known as 10 Speyer Drive, Silversands, Blue Downs, 7580.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A tiled roof dwelling comprising a lounge, dining-room, three bedrooms en-suite, kitchen, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 19 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 26 October 1992.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W12482.)



Case 3500/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Poobalan Arumugam**, First Defendant, and **Patricia Wilma Arumugam**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 2 June 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

Certain Erf 4877, Blue Downs, in the Local Area of Lower Kuils River 1, Administrative District of Stellenbosch; in extent 362 (three hundred and sixty-two) square metres; held by Deed of Transfer No. T17065/90; also known as 15 Doddington Place, The Conifers, Blue Downs.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling under a tiled roof comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

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 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 26 October 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP WU5136.)

Case 3481/91

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Jan Bogenhagen**, First Defendant, and **Esmeralda Viola Bogenhagen**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 3 January 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

Certain Erf 1253, Gaylee, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent 300 (three hundred) square metres, held by Deed of Transfer T46159/87, also known as 11 Drakenstein Road, Gaylee, Melton Rose, Eerste River.

*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 the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 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 18,00% (eighteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such Preferent Creditor's claim), from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 26th day of October 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP WU5127.)

Case 391/91

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Judgment Creditor, and **Dirk de Wee**, First Judgment Debtor, and **Eva Evelyn de Wee**, Second Judgment Debtor

In pursuance of a judgment granted on 5 August 1991, in the Calvinia Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 4 December 1992 at 10:00, at the Court-house for the District of Calvinia, to the highest bidder:

*Description:* Erf 2699, Calvinia, in the Municipal area of Calvinia.

*In extent:* Five hundred and twenty (520) square metres;

*Postal address:* 2699 Middle Street, Calvinia.

*Improvements:* Dwelling: Three bedrooms, kitchen, lounge, bathroom/toilet, held by the Defendant in his name under Deed of Transfer T10592/89.

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 Bonholder, 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, Calvinia.

Dated at Parow.

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 3283/92**

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

In die saak tussen **N.B.S. Bank Bpk.**, Eiser, en **Jeffrey Gustav Ross**, Eerste Verweerder, en **Edith Veronica Ross**, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Dinsdag, 8 Desember 1992 om 10:00, te Shirazstraat 20, Nederburg Heights, Paarl.

Erf 17525, in die munisipaliteit en afdeling Paarl, groot 400 vierkante meter, gehou kragtens Transportakte T38695/90.

Die eiendom is geleë te Shirazstraat 20, Nederburg Heights, Paarl, en bevat 'n woonhuis van baksteen met teëldak wat bestaan uit kombuis, sitkamer, drie slaapkamers, badkamer en toilet.

*Veilingvoorwaardes:*

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 20% (twintig persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju, geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

**Case 24820/92**

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

In the matter between **Natal Building Society**, Plaintiff, and **Miss G. S. Scheepers**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Goodwood, and writ of execution, dated 25 September 1992 the property listed hereunder will be sold in execution on 8 December 1992 at 09:00, at 40 Oop Street, Bellville South, Bellville, to the highest bidder.

Certain Erf 30845, Bellville, in the Municipality of Bellville, Division of Cape, known as 40 Oop Street, Bellville South, Bellville, in extent 242 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed, three bedrooms, bathroom/toilet, kitchen and lounge.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 26th day of October 1992.

Heyns & Partners, Voortrekker Road 70, Goodwood, 7460. (Ref. INV/MB/NB68.)



Case 9409/92

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

**ABSA Bank Ltd versus Burnace John Arderne** First Defendant and **Elisha Magdalena Arderne** Second Defendant

The following property will be sold in execution by public auction held at 16 Ninth Avenue, Elsie's River, to the highest bidder on 7 December 1992 at 11:00:

Erf 13826, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T51333/90, situate at 16 Ninth Avenue, Elsie's River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.
3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18% (eighteen 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 Cape Town on this 23rd day of 1992.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 11683/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Peter Anthony Luke Theunissen**, Defendant

In the above matter a sale will be held on Thursday, 10 December 1992 at 11:30, at the site of 8 Vredeloof Road, Brackenfell, being Erf 7769, Brackenfell, in the Municipality of Brackenfell, Stellenbosch Division, measuring 982 square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of twenty per centum (20%) 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 complete dwelling with a tiled roof comprising sitting-room, dining-room, kitchen (open-plan), three bedrooms, bathroom and single garage.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. Mr A. Pepler/as.)

Case 10144/92

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

in the matter between **Nedcor Bank Ltd**, Plaintiff, and **Edward Appollis van Dieman**, Defendant

In the above matter a sale will be held on Tuesday, 8 December 1992, at 11:30, at the site of 4 Tor Close, Elsie's River, being:

Erf 16712, Goodwood, in the Local Area of Elsie's River, Cape Division, measuring 540 square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of twenty per centum (20%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick walled dwelling with a tiled roof comprising kitchen, three bedrooms, three bathroom, separate toilet, store-room, servant room and garage.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

## Case 10270/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Edward Appollis van Dieman**, Defendant

In the above matter a sale will be held on Tuesday, 8 December 1992 at 11:00, at the site of 227 Halt Road, Elsie's River, being:

Erf 22689, Goodwood, in the Local Area of Elsie's River, Cape Division, measuring 692 square metres.

*Conditions of sale.*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of twenty per centum (20%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling with an asbestos roof, comprising kitchen, seven bedrooms, two bathrooms, servants' quarters and a single garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

## Case 5938/92

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred, Judgment Creditor, and **Basil William Daniels**, married in community of property to Lilian Joan Daniels, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Mitchells Plain, in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

Erf 29516, Mitchells Plain, situate in the Municipality of Cape Town, Cape Division, in extent 162 square metres, situate at 58 Buick Crescent, Beacon Valley, Mitchells Plain (hereinafter referred to as "the Property").

The property comprises semi-detached brick dwelling, built with bricks under an asbestos roof, consisting of approximately three bedrooms, bathroom/toilet, kitchen and lounge.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guaranteed.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

## Case 27646/92

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

**Nedcor Bank Ltd**, versus **Clarence Claude Adams**, First Defendant, and **Rowena Dawn Adams**, Second Defendant

In pursuance of a judgment dated 12 October 1992, and an attachment on 3 November 1992, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 December 1992 at 14:15:

Erf 1223, Bloemendal, situate in the Municipality and Administrative District of Port Elizabeth, in extent 312 (three hundred and twelve) square metres, situate at 7 Montague Road, Booyensens Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a concrete tiled roof, consisting of three bedrooms, lounge, dining-room, 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% 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 (4%) are also payable on date of sale.

Dated on this the 5th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 10/91**

**IN THE SUPREME COURT OF SOUTH AFRICA**  
(South-Eastern Cape Local Division)

**Nedperm Bank Ltd versus Lindi Tshume**

In pursuance of a judgment dated 6 February 1991, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 4 December 1992 at 15:00:

Site 13426, kwaFord Stage III, measuring 509 square metres, situate at 122 Ntshekisa Road, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of five rooms, bathroom 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, AA Mutual Building, 15 Rink Street, Port Elizabeth.

**Terms:** 10% 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% on the first R20 000 and thereafter 3% to a maximum of R6 000, with a minimum of R100 plus VAT) are also payable on date of sale.

Dated on this the 4th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 11569/92**

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

**Nedcor Bank Ltd versus Henry Walker**

In pursuance of a judgment dated 8 May 1992 and an attachment on 3 June 1992, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 December 1992 at 14:15:

Erf 11275, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, in extent 278 (two hundred and seventy-eight) square metres, situate at 219 Rensburg Road, Arcadia, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% 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 (4%) are also payable on date of sale.

Dated on this the 5th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 1363/91**

**IN THE SUPREME COURT OF SOUTH AFRICA**  
(South-Eastern Cape Local Division)

**Nedperm Bank Ltd versus Moegamat Noer Moebeen Abrahams**

In pursuance of a judgment dated 9 October 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, 4 December 1992 at 15:00:

Erf 7642, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 450 (four hundred and fifty) square metres, situate at 20 Noonan Street, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey, detached brick dwelling under a concrete tiled roof, consisting of three bedrooms, kitchen, lounge and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

**Terms:** 10% 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% on the first R15 000 and thereafter 2,5% to a maximum of R5 000, with a minimum of R55) are also payable on date of sale.

Dated at Port Elizabeth on this the 4th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 333/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**Nedperm Bank Ltd versus Ernest Charles**

In pursuance of a judgment dated 4 March 1992, 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, 4 December 1992 at 15:00:

Erf 724, Malabar, in the Municipality and Division of Port Elizabeth, in extent 516 (five hundred and sixteen) square metres, situate at 12 Oceanview Drive, Malabar, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof consisting of three bedrooms, lounge, kitchen, bathroom and carport.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

**Terms:** 10% 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% on the first R15 000 and thereafter 2,5% to a maximum of R5 000, with a minimum of R55) are also payable on date of sale.

Dated at Port Elizabeth on this the 5th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 16391/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Ltd versus Lionel Johnson**

In pursuance of a judgment dated 15 July 1992 and an attachment on 31 July 1992, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 December 1992 at 14:15:

Erf 702, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 317 (three hundred and seventeen) square metres, situate at 15 Harrington Street, Salt Lake, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, concrete block dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% 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 (4%) are also payable on date of sale.

Dated on this the 4th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 29014/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedperm Bank Ltd versus Beauty Maureen Damba**

In pursuance of a judgment dated 31 October 1991 and an attachment on 28 January 1992, 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, 4 December 1992 at 14:15:

Erf 32159, Ibhayi at Zwide, in the Administrative District of Port Elizabeth, in extent 264 (two hundred and sixty-four) square metres, situate at 21 Mhlawuli Street, Zwide, Port Elizabeth.



While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% 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 (4%) are also payable on date of sale.

Dated on this the 5th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 1863/91**

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**Nedperm Bank Ltd versus Enoch Mcopela**

In pursuance of a judgment dated 11 March 1992, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 4 December 1992 at 15:00:

Erf 50366, Ibhayi at Elundini, Administrative District of Port Elizabeth, in extent 395 (three hundred and ninety-five) square metres, situate at 133 Dora Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, concrete block dwelling under a tiled roof, consisting of two offices, store-room, two toilets, kitchen, spares room and workshop.

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, AA Mutual Building, 15 Rink Street, Port Elizabeth.

**Terms:** 10% 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% on the first R20 000 and thereafter 3% to a maximum of R6 000, with a minimum of R100 plus VAT) are also payable on date of sale.

Dated on this the 5th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 2174/90**

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**Nedperm Bank Ltd versus Mongameli Matthew Mpolongwana and Nomalungelo Ethel Mpolongwana**

In pursuance of a judgment dated 19 September 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, 4 December 1992 at 15:00:

Erf 1573, kwaMagxaki, Administrative District of Port Elizabeth, in extent 345 (three hundred and forty-five) square metres, situate at 20 Faleni Street, kwaMagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey, detached, brick dwelling under a tiled roof, consisting of three bedrooms, two bathrooms, lounge, dining-room, garage and outside toilet.

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, AA Mutual Building, 15 Rink Street, Port Elizabeth.

**Terms:** 10% 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% on the first R20 000 and thereafter 3% to a maximum of R6 000, with a minimum of R100 plus VAT) are also payable on date of sale.

Dated on this the 4th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 26418/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedperm Bank Ltd versus Goigoira Abel Sinooto**

In pursuance of a judgment dated 31 August 1992 and an attachment on 25 September 1992, 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, 4 December 1992 at 14:15:

Erf 4022 kwaZakhele, Administrative District of Port Elizabeth, in extent 223 (two hundred and twenty-three) square metres, situate at 4022 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial 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, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% 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 (4%) are also payable on date of sale.

Dated on this the 5th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

#### Case 135/92

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

#### **Nedperm Bank Ltd versus Monde Tonqa, and Mandisa Blossom Tonqa**

In pursuance of a judgment dated 29 January 1992 and an attachment on 19 February 1992, 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, 4 December 1992 at 14:15:

Erf 18076, Ibhayi at McNamee Village, in the Administrative District of Port Elizabeth, in extent 220 (two hundred and twenty) square metres, situate at 33 Aggrey Road, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under a tiled roof, consisting of two bedrooms, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court, North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% 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 (4%) are also payable on date of sale.

Dated on this the 4th day of November 1992.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

#### Case 49683/91

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

In the matter between **Nedcor Bank Ltd** (Registration No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Thembekile Norman Mnyaini**, married in community of property to Nontuthuzelo Eleanor Mnyani, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Wynberg, and writ of execution dated 14 September 1992, the property listed hereunder, and commonly known as 21 Lekoma Way, Settlers Road, Langa:

Erf 3755, Langa, in extent 405 square metres, will be sold in execution on 7 December 1992 at 11:30, at Magistrate's Court, Goodwood, to the highest bidder.

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

Single dwelling built with bricks under a tiled roof consisting of approximately lounge, kitchen, three bedrooms, bathroom and toilet.

#### *Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Goodwood.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.



## Case 1954/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd) *versus* **Ian Kenneth Fillis** and **Ursula Juanita Virginia Fillis**

The following property will be sold in execution at the site of the property, 14 Hendricks Street, Vredenburg, Cape, on Friday, 11 December 1992 at 12:00, to the highest bidder:

Erf 3207, Vredenburg, in extent 494 square metres, held by T13133/1982, situate at 14 Hendricks Street, Vredenburg, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-room, kitchen, two bedrooms and bathroom/shower/toilet. Upstairs playroom and 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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

## Case 695/92

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

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Registration No. 87/01384/06), Plaintiff, and **Petrus Mouton**, First Defendant, and **Helena Johanna Maria Mouton**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wellington, and writ of execution, dated 20 July 1992, the property listed hereunder, and commonly known as 13 Amandel Street, Bellview, Wellington, will be sold in execution at the premises on Monday, 14 December 1992 at 10:00, to the highest bidder:

Erf 8820, Wellington, in the Municipality of Wellington, Paarl Division, in extent 331 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% 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 Wellington Magistrate's Court, at Magistrate's Court, Wellington. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 29th day of October 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: V. de Kock/N1044.)

## Case 9189/92

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

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Registration No. 87/01384/06), Plaintiff, and **Latiefa Dienie**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution, dated 7 September 1992, the property listed hereunder, and commonly known as 12 Georgia Crescent, Colorado Park, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder:

Erf 198, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Division Cape, in extent 330 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% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: V. de Kock/N.1242.)

## Case 2892/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Raymond Frederick Cunningham**, First Defendant, and **Jennifer Cunningham**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Somerset West and writ of execution dated 13 August 1992, the property listed hereunder, and commonly known as 20 Tobago Place, New Macassar, will be sold in execution in front of the Magistrate's Court Somerset West on Tuesday, 15 December 1992 at 10:00, to the highest bidder:

Erf 3089, Macassar, in the Local Area of Macassar, Division of Stellenbosch, in extent 277 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% 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, Somerset West, 5 Church Street, Somerset West. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. V. de Kock/N. 1186.)

## Case 9269/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Moegamat Ganief Petersen**, First Defendant, and **Narriman Petersen**, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 3 September 1992, the property listed hereunder, and commonly known as 1 Miami Way, Colorado, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder:

Erf 159, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 364 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% 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 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. V. de Kock/N.1239.)

## Case 8921/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Eugene Joseph Abrahams**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 4 September 1992, the property listed hereunder, and commonly known as 6 Internal Road, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder.

Erf 44283, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 254 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% 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 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. V. de Kock/N. 1216.)



## Case 7204/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Shawn Japhta**, First Defendant, and **Harriet Kathleen Japhta**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 17 August 1992, the property listed hereunder, and commonly known as 27 Bellair Crescent, Westgate, Mitchell's Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder:

Erf 919, Weltevreden Valley, situate in the Local Area, Weltevreden Valley, Cape Division, in extent 375 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% 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 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. V. de Kock/N. 1184.)

## Case 8895/92

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

In the matter between **NBS Bank Ltd** (formerly Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and **Abraham Abe Arivon Damons**, First Defendant, and **Eva Christina Magdalena Damons**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 9 September 1992, the property listed hereunder, and commonly known as 49 Genoa Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder:

Erf 47610, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1221.)

## Case 6042/92

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

In the matter between **NBS Bank Ltd** (formerly Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and **Hubert Leonard Carelse**, First Defendant, and **Mathilda Jane Carelse**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 8 September 1992, the property listed hereunder, and commonly known as 3 Milano Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder:

Erf 44767, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1177.)

## Case 7700/92

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

In the matter between **NBS Bank Ltd** (formerly Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and **Mogamat Salie Amardien**, First Defendant, and **Washiela Amardien**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 19 August 1992, the property listed hereunder, and commonly known as 32 Genoa Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder:

Erf 47718, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 302 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% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1199.)

## Case 8923/92

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

In the matter between **NBS Bank Ltd** (formerly Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and **George Anthony Frans**, First Defendant, and **Elanor Frans**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 9 September 1992, the property listed hereunder, and commonly known as 11 Capri Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder:

Erf 44666, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 334 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% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1219.)

## Case 9188/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Keith George Watson**, First Defendant, and **Laurene Dawn Watson**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 10 September 1992, the property listed hereunder, and commonly known as 18 Internal Road, Wavecrest, Strandfontein Village, will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, 15 December 1992 at 10:00, to the highest bidder.

Erf 44277, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 265 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% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1992.

I. Broodryk, for Syfret Godlonton & Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1231.)



Case 061341/90

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **G. James Prop. CC**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 59098, measuring 540 square metres, held by the Execution Debtor under Deed of Transfer T8566/1989 (dated 14 February 1989), popularly known as Annette, 161 Clive Road, Rondebosch East.

The property consists of single dwelling of brick walls under asbestos roof, consisting of four bedrooms, lounge, kitchen, bathroom, w.c. and TV room.

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 22% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M700.)

Case 15987/91

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Y. de Wet**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 26088, measuring 150 square metres, held by the Execution Debtor under Deed of Transfer T54759/1989 (dated 22 September 1989), popularly known as 48 Leeubekkie Road, Lenteguur, Mitchells Plain.

The property consists of single dwelling of brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen and toilet/bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M733.)

Case 062027/90

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **E. L. de Boer**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Ottery, in the Municipality of Cape Town, Cape Division, Erf 541, measuring 600 square metres, held by the Execution Debtor under Deed of Transfer T20394/1986 (dated 30 May 1986), popularly known as 3 Lodge Road, Ottery.

The property consists of single dwelling of brick walls under an asbestos roof, consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 22% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M500.)

**Case 60544/90****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **K. Claasen**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993, at 10:00 viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 10784, measuring 143 square metres, held by the Execution Debtor under Deed of Transfer T15011/1988, dated 21 March 1988, popularly known as 55 Dafodil Road, Lentegeur, Mitchells Plain.

The property consists of single dwelling brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen and toilet/bathroom.

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 22% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M537.) Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

**Case 21756/89****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Nedcor Bank Ltd**, Reg. No. 51/00009/06 (Formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society having been transferred), Judgment Creditor, and **Daniel Hendricks**, Judgment Debtor

In pursuance of the judgment of the Magistrate's Court of Wynberg, and writ of execution dated 2 January 1990, the property listed hereunder 136 Retreat Road, Retreat, and commonly known as Erf 84362, Cape Town at Retreat, situate in the City of Cape Town, Cape Division, in extent 594 (five hundred and ninety-four) square metres, will be sold in execution on 11 December 1992 at 14:00 at 136 Retreat Road, Retreat, to the highest bidder.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick walls under an asbestos roof, consisting of six bedrooms, two bathrooms, two kitchens, two lounges, two dining-rooms, servants' quarters consisting of bedroom, kitchen, bathroom and toilet and a garage.

**Conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may 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, Wynberg and the offices of Ford & Van Niekerk, Plumstead.

Dated at Wynberg this 26th day of October 1992.

Pincus Matz, Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

**Case 58410/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Nedcor Bank Ltd**, Reg. No. 51/00009/06 (Formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society having been transferred), Judgment Creditor, and **J. Barnes**, First Execution Debtor, and **A. Barnes**, Second Execution Debtor

In pursuance of the judgment of the Magistrate's Court of Wynberg, and writ of execution dated 14 December 1991, the property listed hereunder 2 Perth Road, Constantia, and commonly known as Erf 4462, Constantia, in the area of the Local Council of Constantia Valley, Cape Division, in extent 1 141 (one thousand one hundred and forty-one) square metres, will be sold in execution on 15 December 1992 at 14:00 at 2 Perth Road, Constantia, to the highest bidder.



The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey dwelling built of brick and under a tiled roof consisting of three bedrooms, two bathroom, lounge, dining-room and double garage.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may 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, Wynberg and the offices of Brays Real Estate, Wynberg.

Dated at Wynberg this 26th day of October 1992.

Pincus Matz, Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

**Case 13518/92  
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 Ltd**, Plaintiff, and **Hendrina Hermina Louw**, 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 70 Rissik Street, Parow Valley, at 11:00 on Wednesday, 9 December 1992, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Seventh Floor, 1 Boston Street, Bellville:

Erf 15738 Parow, in the Municipality of Parow, Administrative District of the Cape, in extent 446 square metres, and situate at 70 Rissik Street, Parow Valley.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 111 square metre dwelling consisting of a lounge, kitchen, pantry, three and a half bedrooms and a bathroom with water closet.

*Terms:*

1. 10% (Ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

Dated at Cape Town this 4 November 1992.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S531/1579.)

**Case 13405/92  
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 Ltd**, Plaintiff, and **Nawaal Bastra**, 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 3 Wimbledon Crescent, Weltevreden Valley, on Wednesday, 9 December 1992 at 09:00, 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 2263, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Cape Division, in extent 330 square metres, and situate at 3 Wimbledon Crescent, Weltevreden Valley.

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

A 100 square metres dwelling consisting of a lounge/dining-room, kitchen, three bedrooms, bathroom with water closet and a water closet with shower.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Cape Town this 4th day of November 1992.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S894/2418.)

**Case 017292/91**

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **W. Ludick**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 21686, measuring 156 square metres, held by the Execution Debtor under Deed of Transfer T39993/86, dated 9 October 1986, popularly known as 22 Violtjie, Lentegeur, Mitchells Plain.

The property consists of one single dwelling of brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

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 22% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs. Castle/M683.)

**Case 27372/91**

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **M. J. Flandorp**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 32178, measuring 150 square metres, held by the Execution Debtor under Deed of Transfer T22796/90, dated 24 April 1990, popularly known as 26 Jukskei Singel, Beacon Valley, Mitchells Plain.

The property consists of double storey dwelling consisting of three bedrooms, kitchen, bathroom/toilet and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs. Castle/M759.)

**Case 59379/90**

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

In the matter between **Nedcor Bank Ltd** (Reg. 51/00009/06), formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred, Judgment Creditor, and **Alfred Koopman**, Judgment Debtor

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

Erf 19646, Khayelitsha, in the area of the Town Council of Lingeletu West, Cape Division, in extent 150 square metres.



Situate at 7 Mlangeni Street, Khayelitsha, hereinafter referred to as the property.

The property comprises single dwelling built with bricks under a tiled roof, consisting of approximately two bedrooms, dining-room, bathroom and w.c.

*Conditions of sale*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plein, Symphony Walk, Town Centre, Mitchells Plain.

**Case 6158/91**

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **B. H. D. Carolus**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 15608, measuring 168 square metres, held by the Execution Debtor under Deed of Transfer T35651/85, dated 27 September 1985, popularly known as 30 Golden Gate Way, Portlands, Mitchells Plain.

The property consists of one single residence with three bedrooms, lounge, kitchen and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 22% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M250.)

**Case 060267/90**

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Iris James**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 24680, measuring 165 square metres, held by the Execution Debtor under Deed of Transfer T68660/88, dated 23 November 1988, popularly known as 4 Carnation, Lentegeur, Mitchells Plain.

The property consists of one single dwelling brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M607.)

**Case 060259/90**

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Donald Johnson**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 33866, measuring 480 square metres, held by the Execution Debtor under Deed of Transfer T18218/68, dated 20 August 1968, popularly known as 73 Jupiter Road, Surrey Estate.

The property consists of one single dwelling house under asbestos roof, consisting of three bedrooms, lounge, bathroom and shower and w.c. and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M720.)

**Case 020182/90**

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **S. G. Hugo**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 34132, measuring 253 square metres, held by the Execution Debtor under Deed of Transfer T44546/88, dated 3 August 1988, popularly known as 9 Knobwood Road, Eastridge, Mitchells Plain.

The property consists of one single brick dwelling under tiled roof, consisting of two bedrooms, bathroom/toilet, kitchen and lounge.

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 22% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M785.)

**Case 015809/91**

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **J. P. Karelse**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg.

On Monday, 18 January 1993 at 10:00, viz: Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 34108, measuring 253 square metres.

Held by the Execution Debtor under Deed of Transfer T881/1990 (dated 8 January 1990), popularly known as 24 Sixth Avenue, Eastridge, Mitchells Plain.

The property consists of: Single brick dwelling under asbestos roof, consisting of three bedrooms, bathroom/toilet, kitchen and lounge.



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 22% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given, (b) insure the property against damage by fire, (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M706.)

#### Case 7255/91

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **A. Fillies**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg.

On Monday, 18 January 1993 at 10:00, viz: Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 26726, measuring 240 square metres.

Held by the Execution Debtor under Deed of Transfer T19700/1989 (dated 12 April 1989), popularly known as 23 Luiپرد Crescent, Eastridge, Mitchells Plain.

*The property consists of:* Single brick dwelling under tiled roof, consisting of three bedrooms, kitchen, bathroom/toilet and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given, (b) insure the property against damage by fire, (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M746.)

#### Case 9938/92

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

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Abie Charles Japtha**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 3 September 1992, the undermentioned property will be sold in execution at the premises on Monday, 7 December, 11:00:

Erf 8662 (portion of Erf 8732), Brackenfell, situate in the Local Area of Scottdene, Administrative District of Stellenbosch, measuring 263 (two hundred and sixty-three) square metres, and comprising of brick building with tiled roof, lounge, three bedrooms, kitchen, bathroom and toilet and garage, and known as 9 Pine Mews Crescent, Brackenfell.

#### Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank/building society's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 4th day of November 1992.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

**Saak 6016/91****IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

In die saak tussen **E P Bouvereniging**, Eiser, en **Leonardus Paulus Kirchner**, Tweede Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 17 Oktober 1991, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 3 Desember 1992 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

'n Halwe onverdeelde aandeel in en tot sekere gedeelte van Erf 1830, Kimberley, geleë in die munisipaliteit van die stad van Kimberley, groot 659 (seshonderd nege-en-vyftig) vierkante meter.

Geregistreer in naam van die Tweede Verweerder kragtens Verbandakte B627/1990 (ook bekend as Kaapstadweg 20, Kimberley).

**Voorwaardes:**

1. Betaling van 10% van die koopprijs in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingswaarborg en welke waarborg binne tien (10) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto koopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 5de dag van Oktober 1992.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat, Posbus 609, Kimberley, 8300. (Tel. 2-8134.) (Verw. B. Benade/zlr/EP149.)

**Saak 2401/92****IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG**

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **R. P. Louw**, Vonnisskuldenaar

Die volgende onroerende eiendom sal in eksekusie verkoop word op 11 Desember 1992 om 11:45 te Seemeeustraat 3, Huis 1 000, Louwville, Vredenburg, naamlik:

Erf 2983, Vredenburg, geleë in die munisipaliteit Vredenburg, administratiewe distrik Malmesbury, groot 332 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte T28833/83 en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

**Verbeterings:** Twee slaapkamerhuis met badkamer, kombuis, sitkamer, garage met asbesstaandak—draadomheining.

**Veilingsvoorwaardes:**

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Landdroshofwet, No. 32 van 1944 en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966 en Wet No. 36 van 1966.

2. Een tiende van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die Koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. (Tel. 02281-42244.)

**Saak 15/90****IN DIE LANDDROSHOF VIR DIE DISTRIK HOPEFIELD GEHOU TE HOPEFIELD**

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **J. F. A. Sedeman**, en **M. Sedeman**, Vonnisskuldenaars

Die volgende onroerende eiendom sal in eksekusie verkoop word op 11 Desember 1992 om 10:00 te Vredestraat 485, Hopefield naamlik:

Erf 485 Hopefield, geleë in die munisipaliteit Hopefield, administratiewe distrik Malmesbury, groot 580 vierkante meter; gehou deur Vonnisskuldenaar kragtens Transportakte T30262/71, en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

**Verbeterings:** Drie slaapkamerhuis met badkamer, kombuis, sitkamer, eetkamer, garage met asbesstaandak en draadomheining.

**Veilingsvoorwaardes:**

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966 en Wet No. 36 van 1966.



2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, for Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. (Tel. 02281-42244.)

#### Saak 2117/92

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

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **D. J. Galant**, en **M. K. Galant**, Vonnisskuldenaars

Die volgende onroerende eiendom sal in eksekusie verkoop word op 11 Desember 1992 om 11:00 te Hoofstraat 7A, Laingville, St Helenabaai naamlik:

Erf 940 St Helenabaai, geleë in die munisipaliteit St Helenabaai, administratiewe distrik Malmesbury, groot 294 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte T77022/91, en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

*Verbeterings:* Skakelhuis met slaapkamer, badkamer, kombuis, sitkamer, met asbesstaandak en draadomheining.

*Veilingsvoorwaardes:*

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Landdroshofwet, No. 32 van 1944 en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966 en Wet No. 36 van 1966.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. (Tel. 02281-42244.)

#### Case 3642/92

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

In the matter between **Ferdinand Frederick Jacobs**, Judgment Creditor, and **Abdulrahim Ebrahim Harnekar**, Judgment Debtor

In pursuance of judgment granted on 8 May 1992, in the Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18 December 1992 at 10:00, at the Court-house, Church Street, Wynberg, to the highest bidder:

*Description:* Remainder Erf 81909, Cape Town at Retreat in the Municipality of Cape Town, Cape Division.

*In extent:* Four hundred and ninety-six (496) square metres.

*Postal address:* 70(b) Fourth Avenue, Retreat.

*Improvements:* Vacant land.

Held by the Defendant in his name under Deed of Transfer No. T44800/88.

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 effected by the Plaintiff or his 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, Electric Road, Wynberg.

Dated at Athlone this 3 November 1992.

A. R. Wilkinson, for Wilkinson Joshua Gihwala & Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, P.O. Box 21, Athlone. [Tel. (021) 696-6319.]

**Case 3496/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY**

In the matter between **NBS Bank Ltd**, Plaintiff, and **J. J. Erasmus**, First Defendant, and **E. E. Erasmus**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises of 115 Athens Avenue, Atlantis, Wesfleur, on 8 December 1992 at 10:00:

*Property:* Erf 1726, Wesfleur, in the Local Area of Atlantis, Cape Division.

*Measuring:* 350 (three hundred and fifty) square metres.

*Held by:* Deed of Transfer T17557/91.

More specifically known as 115 Athens Avenue, Atlantis, Wesfleur.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, 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.

*Dated:* 28 October 1992.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jk.)

**Case 2172/86****IN THE SUPREME COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

In the matter between **Magrieta Roseline Arendse**, Plaintiff, and **Konstantinos Diniakos**, Defendant

In pursuance of a judgment of the above Honourable Court dated 24 November 1989 and an attachment in execution dated 1 October 1992 the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 4 December 1992 at 15:00.

Erf 192, Swartkops, in the Municipality and Division of Port Elizabeth.

In extent 1 731 square metres.

Situate at Erf 106, Grahamstown Road, Swartkops, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a shop.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

*Terms:* 10% (ten per centum) deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% up to a maximum fee of R6 000 subject to a minimum of R100, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 2nd day of November 1992.

A. Beyleveld, for Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. Dr A. Beyleveld 52-1416.)

**Saak 6383/92****IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL**

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Pieter Houswick**, Eerste Vonnisskuldenaar, en **Katrina Houswick**, Tweede 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 op Dinsdag, 8 Desember 1992 om 11:00, te Champagnestraat 26, Nederburg Hoogte, Paarl, gehou word, naamlik:

Erf 18385, Paarl in die munisipaliteit en afdeling Paarl.

*Groot:* 222 (tweehonderd twee-en-twintig) vierkante meter.

Gehou deur die Vonnisskuldenaars kragtens Transportakte T66839/89 en geleë te Champagnestraat 26, Nederburg Hoogte, Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.



*Veilingvoorwaardes:*

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

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 prima bankkoers van Nedcor Bank Beperk 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, Paarl.

*Datum:* 5 November 1992.

Van Wyk Gaum Fouchee Ing., Hoofstraat 345, Paarl.

**Case 10243/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Gerald William Mackrill**, First Judgment Debtor, married in community of property to **Lean Mackrill**, Second Judgment Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

Erf 473, Mandalay in the local area of Mandalay, Cape Division.

*In extent:* 595 square metres.

Situate at: 1 Kipling Street, Mandalay (hereinafter referred to as the property).

The property comprises: One vacant plot.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

**Case 28545/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Klaas Jack**, First Judgment Debtor, married in community of property to **Pennie Jack**, Second Judgment Debtor

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

Erf 34010, Mitchells Plain, situate in the Municipality of Cape Town, Cape Division.

*In extent:* 135 square metres.

Situate at: 34 Lindsay Street, Eastridge, Mitchells Plain (hereinafter referred to as the property).

The property comprises: Single dwelling built with bricks under an asbestos roof consisting of approx three bedrooms, kitchen, lounge, bathroom and toilet.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

#### Case 10170/92

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Sydwell Muletye Ndlovu**, First Judgment Debtor, married in community of property to **Nosiphelo Margaret Ndlovu**, Second Judgment Debtor

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

All right, title and interest in the leasehold for residential purposes in respect of Erf 263, Khayelitsha in the Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape.

*In extent:* 197 square metres.

*Situate at:* A 337 Makhwelo Street, Khayelitsha.

The property comprises: One single dwelling built with bricks under an asbestos tiled roof consisting of approx bedroom, kitchen, bathroom and w.c.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Second Floor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

#### Case 7558/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Oker Jacobus van Eck**, First Defendant, and **Maria Catherina van Eck**, Second Defendant

In the above matter a sale will be held on Tuesday, 8 December 1992 at 12:15, at the site of 30 Milton Road, Goodwood, being:

Erf 2329, Goodwood, in the Municipality of Goodwood, Cape Division.

Measuring 495 square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of twenty per centum (20%) 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):

An asbestos roof building with brick walls comprising four offices with small kitchen and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761) (Ref. A. Pepler/as.)



## Case 10097/92

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

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **S. Swartz**, First Defendant, and **S. A. Swartz**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 25 September 1992, the following will be sold in execution at 14:00, on Monday, 21 December 1992, on site to the highest bidder:

Erf 12135, Mitchells Plain, 208 (two hundred and eight) square metres.

Held by Deed of Transfer T41630/91, situate at 15 Tigermoth Close, Rocklands, Mitchells Plain.

*Description:* Semi-detached residence with three bedrooms, lounge, kitchen, bathroom and toilet.

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

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. Mrs B. Kosmas.)

## Case 9051/92

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Leslie Peters**, First Defendant, and **Virginia Jennifer Peters**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Goodwood and writ of execution dated 15 September 1992, the following property will be sold in execution, in front of the Court-house for the District of Goodwood on Wednesday, 9 December 1992 at 11:00, to the highest bidder:

*Certain:* Erf 361, Matroosfontein, in the Local Area of Matroosfontein, Cape Division.

*In extent:* 491 (four hundred and ninety-one) square metres, held by Deed of Transfer T64952/91, also known as 22 Aaron Way, Matroosfontein, 7490.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 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 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 28 October 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. Tel. (021) 946-3165/6/7. (Ref. GJV/SP W14320.)

## Case 8359/92

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Leon Simpson**, First Defendant, and **Coleen Denise Simpson**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 23 September 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River on Thursday, 10 December 1992 at 09:00, to the highest bidder:

*Certain:* Erf 3589, Kleinvelei, in the Local Area of Blue Downs, Division of Stellenbosch.

*In extent:* 360 (three hundred and sixty) square metres, held by Deed of Transfer T56660/91, also known as 5 Waterman Street, Kleinvelei.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

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 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 29 October 1992.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W13971.)

#### Case 9301/92

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Klaas Maarman**, First Defendant, and **Esme Maarman**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 5 October 1992 the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

*Certain:* Erf 4315, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T30417/91, also known as 33 Dune Road, Hamilton Estate, Eerste River.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 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 17,25 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 29 October 1992.

G. Visser, for Malan & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. JJV/SP W14310.)

#### Case 10868/92

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Paul Douglas Barends**, First Defendant, and **Iris Millicent Barends**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 6 October 1992, the following property will be sold in execution, in front of the Court-house, for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

*Certain* Erf 2776, Eerste River, in the Local Area of Melton Rose, Stellenbosch Division, in extent 369 (three hundred and sixty-nine) square metres, held by Deed of Transfer T50122/1989, also known as 21 Tarpan Close, Wilwood Heights, Eerste River.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A tiled roof dwelling comprising a lounge, kitchen, three bedrooms, bathroom, shower and w.c.

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 17.25 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.



4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 29 October 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14886.)

**Case 9252/92**

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Basil Cecil Wannenberg**, First Defendant, and **Deborah Christina Wannenberg**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 13 August 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

Certain 1290, Gaylee, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent 420 (four hundred and twenty) square metres, held by Deed of Transfer 27466/87, also known as 16 Molenaarsberg Road, Gaylee Extension 6, Blackheath, 7581.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 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 17,25 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 29 October 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W 14298.)

**Case 11663/92**

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Cimaron Dorian Williams**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and Writ of Execution, dated 28 September 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

Certain Erf 4044, Kleinvlei, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 265 (two hundred and sixty-five) square metres, held by Deed of Transfer T21822/88, also known as 43 Sering Crescent, Kleinvlei, Blue Downs.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A tiled roof dwelling comprising of lounge, kitchen, two bedrooms and bathroom.

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 17,25 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 29 October 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W15129.)

## Case 10775/92

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **John Henry Pieterse**, First Defendant, and **Johanna Vivienne Pieterse**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and Writ of Execution, dated 28 September 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

Certain: Erf 1050, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 326 (three hundred and twenty-six) square metres, held by Deed of Transfer T54564/89, also known as 17 Avocet Avenue, Devon Park, Eerste River.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c. under a tiled roof.

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 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 28 October 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14869.)

## Case 10834/92

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

**ABSA Bank Ltd** versus **Bernard Charles Goliath**, First Defendant, and **Desiree Goliath**, Second Defendant

The following property will be sold in execution by public auction held at the Kuils River Court Steps, to the highest bidder on 7 December 1992 at 09:00:

Erf 3922, Kleinvlei, situate in the farm like area of Melton Rose, Division of Stellenbosch, in extent 168 (one hundred and sixty-eight) square metres, held by Deed of Transfer T16045/89, situate at 32 Riddle Street, Melton Rose, Kleinvlei.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff.

2. The following information is furnished but not guaranteed: A double storey dwelling consisting of a lounge/dining-room, kitchen, four bedrooms, shower/toilet and bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% 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 Cape Town on this 23rd day of October 1992.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street.

## Case 7827/92

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Stephen Victor Bachus**, married in community of property to **Eva Hendrina Bachus**, Judgment Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, on 20 November 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

Erf 8672, Mitchells Plain in the Municipality of Cape Town, Division Cape, in extent 160 square metres, situate at 47 Haak Doring Street, Lentegour, Mitchells Plain (hereinafter referred to as the property).

The property comprises single dwelling brick walls under tiled roof consisting of four bedrooms, lounge, kitchen, toilet and bathroom.



*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of Section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, Second Floor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

**Case 32368/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Rudewaans Osman**, Judgment Debtor

In execution of the judgment of the Magistrate's Court of Wynberg, in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

Erf 928, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 208 square metres, situate at 1 Grape Close, Westridge, Mitchells Plain (hereinafter referred to as the property).

The property comprises: Single dwelling built with bricks under a tiled roof consisting of approximately three bedrooms, lounge, kitchen, toilet and bathroom.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots, and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

**Case 55419/90****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Nzaliseko Archibold Lengisi**, married in community of property to **Nobathini Iris Lengisi**, Judgment Debtor

In execution of the judgment of the Magistrate's Court of Wynberg, in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

All right, title and interest in the leasehold in respect of Erf 470, Khayelitsha, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 152 square metres, situate at A470 Zethu Street, Khayelitsha (hereinafter referred to as the property).

The property comprises: Single dwelling built with bricks under an asbestos tiled roof consisting of approximately bedroom, kitchen, bathroom and w.c.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

## Case 5262/92

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

In the matter between **Nedcor Bank Ltd** (Registration No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **John Elvis Patrick Louw**, married in community of property to Avril Josephine Louw, Judgment Debtor

In execution of the Judgment of the Magistrate's Court of Wynberg, in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg. A sale of the following immovable property, situate at the said address, namely:

Erf 31016, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 150 square metres, situate at 8 Swemmer Street, Beacon Valley, Mitchells Plain. (Hereinafter referred to as the property).

*The property comprises:* Semi-detached double storey dwelling, built with bricks under an asbestos roof, consisting of approximately three bedrooms, bathroom/toilet, kitchen and lounge.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

## Case 65222/91

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

In the matter between **Nedcor Bank Ltd** (Registration No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Lami Lincoln Lupuwana**, Judgment Debtor

In execution of the Judgment of the Magistrate's Court of Wynberg, in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg. A sale of the following immovable property, situate at the said address, namely:

All right, title and interest in the Leasehold for residential purposes in respect of Erf 24236, Khayelitsha, in the Area of Jurisdiction of the Town Committee of Lingeletu West, Cape Division, in extent 448 square metres, situate at 49 Saturn Crescent, Ikwezi Park, Khayelitsha. (Hereinafter referred to as the property).

*The property comprises:* Single dwelling built with bricks under an asbestos tiled roof, consisting of: Approximately three bedrooms, dining-room/ lounge, kitchen, bathroom and wc. Garage.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the a judgment creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk. Town Centre, Mitchells Plain.

## Case 56566/90

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

In the matter between **Nedcor Bank Ltd** (Registration No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Sinodi Maliwa**, married in community of property to Zincinci Ida Maliwa, Judgment Debtor

In execution of the Judgment of the Magistrate's Court of Wynberg in the above matter, on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg. A sale of the following immovable property, situate at the said address, namely:

All right, title and interest in the Leasehold for residential purposes in respect of Erf 596, Khayelitsha, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 178 square metres, situate at A570 Vuyane Street, Khayelitsha. (Hereinafter referred to as the property).

*The property comprises:* Single dwelling built with bricks under an asbestos roof consisting of approximately two bedrooms, dining-room, kitchen and garage.



*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the judgment creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

**Case 5884/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **First National Bank of S A Ltd**, Plaintiff, and **Andre Gerhard Adams**, Defendant

In execution of the Judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held in front of the Wynberg Magistrate's Court-house, Church Street, Wynberg, at 10:00 on 11 December 1992, of the following property:

Erf 1656 Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent three hundred and fifty (350) square metres, held by Deed of Transfer T29893/91.

The property consists of a dwelling of brick walls under tiled roof comprising of: Three bedrooms, kitchen, lounge, toilet and bathroom.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Messenger of the Court.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

**Case 64021/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Ashraf Abrahams**, First Defendant, and **Shahid Achmat**, Second Defendant

In execution of the judgment of the Magistrate's Court for the District of Wynberg, in the above matter, a sale will be held in front of the Wynberg, Court-house, Church Street, Wynberg, on 11 December 1992 at 10:00, of the following property:

Erf 1601, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent three hundred and thirty-seven (337) square metres, held by Deed of Transfer T19899/1991.

The property consists of single dwelling of brick walls under a tiled roof comprising two bedrooms, kitchen, lounge and toilet/bathroom.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed, the highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Messenger of the Court.

Esau Shipiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

## Case 6568/91

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

In the matter between **Nedcor Bank Ltd** (Registration No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Strini Naidoo & Associates CC**, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Wynberg, in the above matter on 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

Remainder Erf 416, Schaapkraal, in the Administrative District of the Cape, in extent 1,5971 hectares, situate at Remainder Erf 416, Schaapkraal Road, Schaapkraal (hereinafter referred to as the property).

The property comprises a piece of vacant land.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, Second Floor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

## Case 4355/92

## 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 Ltd**, Plaintiff, and **Samir Theys**, First Defendant, and **Rugaya Theys**, Second Defendant

In the above matter a sale will be held on Monday, 7 December 1992 at 10:00, at the site of 22 Sandra Street, Weltevreden Valley, Mitchells Plain, being:

Erf 1153, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, measuring 350 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 seventeen comma two five per centum (17,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A single dwelling of brick walls under a tiled roof, comprising of three bedrooms, kitchen, lounge, toilet and bathroom.

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, Wynberg, 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/Ir.)

## Case 3390/92

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **John William van Rooy**, First Defendant, and **Yvonne van Rooy**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch, and writ of execution, dated 21 September 1992, the following property will be sold in execution, at the site of the property, 5 Canvadahof Lindida, Stellenbosch, 7600, on Tuesday, 8 December 1992 at 09:30, to the highest bidder:

*Certain:* Erf 11316, Stellenbosch, in the Municipality of Stellenbosch, Division of Stellenbosch, in extent 166 (one hundred and sixty-six) square metres, held by Deed of Transfer T26344/91, also known as 5 Canvadahof Lindida, Stellenbosch, 7600.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.



3. *Payment:* 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 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 19th day of October 1992.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14821.)

#### Case 9829/92

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Muriel Sandra Ruiters**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain, and writ of execution dated 10 September 1992, the following property will be sold in execution, at the site of the property, 22 Jupiter Street, Rocklands, Mitchells Plain, 7785, on Monday, 7 December 1992 at 11:00, to the highest bidder:

*Certain:* Erf 12736, Mitchells Plain, in the Municipality of Cape Town, Division of the Cape, in extent 194 (one hundred and ninety-four) square metres, held by Deed of Transfer T37461/88, also known as 22 Jupiter Street, Rocklands, Mitchells Plain, 7785.

#### *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 foregoing, be sold to the highest bidder.

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

A dwelling comprising a lounge, kitchen, bathroom, w.c. and three bedrooms.

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 17,25 per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 20 October 1992.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14570.)

#### Case 5422/91

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

In the matter between **Nedperm Bank Ltd**, Judgment Creditor, and **B. A. Davids**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Malmesbury, in the above matter, a sale will be held on Thursday, 10 December 1992 at 10:00, at the property of the following immovable property:

Erf 8120, Wesfleur, Atlantis, measuring 210 square metres, held by the Judgment Debtor under Deed of Transfer T5267/91, also known as 16 Loerie Lane, Robinvale, Atlantis, Cape and comprising a single-storey dwelling with three bedrooms, bathroom, lounge and kitchen.

#### *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 deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ )th 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 thereon at the ruling building society rate 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.

And 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 Court at Malmesbury.

A bond/s will be available to an approved purchaser/s.

Harold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad.)

**Case 432/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GRABOUW HELD AT GRABOUW**

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, Judgment Creditor, and **Harold Lesley Bowers**, married in community of property to Spasie Sophie Bowers, Judgment Debtor

In pursuance of judgment granted on 16 July 1992, in the Grabouw Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 11 December 1992 at 11:00, at 118 Caraway Street, Pineview, Grabouw, to the highest bidder:

*Description:* Erf 1616, Grabouw, in the Municipality of Grabouw, Division of Caledon, in extent four hundred and thirty-four (434) square metres.

*Postal address:* 118 Caraway Street, Pineview, Grabouw.

*Improvements:* With a dwelling thereon, held by the Defendant in his name under Deed of Transfer T55116/89.

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 his attorneys and the purchaser shall pay all transfer costs, current rates and 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, Caledon.

Dated at Somerset West this 23rd day of October 1992.

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. (034) 51-2928.]

**Case 2172/86****IN THE SUPREME COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

In the matter between **Magrieta Roseline Arendse**, Plaintiff, and **Konstantinos Diniakos**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 24 November 1989, and an attachment in execution dated 1 October 1992, a half share in the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction, on Friday, 4 December 1992, at 15:00:

Erf 106 Greenbushes, in the Divisional Council of Dias, in extent 2,0767 hectares, situate at Erf 106, Waterkloof Road, Greenbushes, Port Elizabeth.

While nothing is guaranteed, it is understood that the property is a vacant erf.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

*Terms:* 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% up to a maximum fee of R6 000, subject to a minimum of R100, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 2nd day of November 1992.

A. Beyleveld, for Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Tel. 52-1416.) (Ref. Dr A. Beyleveld.)

**Case 015835/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **S. P. Horne**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Monday, 18 January 1993 at 10:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 16268, measuring 208 square metres, held by the Execution Debtor under Deed of Transfer T24693/1990, dated 3 May 1990, popularly known as 1 Amsterdam Way, Portlands, Mitchells Plain.

The property consists of one single dwelling-house of brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

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 22% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.



The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M543.)

#### Case 29549/91

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), formerly Allied Building Society Ltd, Execution Creditor, and **A. Adams**, Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction outside the Court-house, Wynberg, to the highest bidder on 8 December 1992 at 10:00:

Erf 44544, Mitchells Plain, in extent 348 square metres.

Address: 2 Agulas Way, Strandfontein.

#### Conditions of sale:

1. The following information is furnished but not guaranteed: Single-dwelling built of brick walls under tiled roof, consisting of lounge, kitchen, bathroom, toilet and three bedrooms.
2. The full and complete conditions of sale will lie for inspection at the offices of the Messenger of the Court.
3. 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 sixteen per cent (16%) per annum 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.

W. D. Baxter, for Buchanan Boyes Thompson Smithers Inc., 64 Church Street, Wynberg.

#### Saak 8851/90

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

In die saak tussen **E P Bouvereniging**, Eiser, en **Ismail Essop**, Eerste Verweerder, en **Aisha Essop**, Tweede Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof, gedateer 30 Januarie 1990, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 3 Desember 1992 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 6209, Kimberley, geleë in die dorpsuitbreiding 8, in die Munisipaliteit en administratiewe distrik Kimberley, groot 518 (vyfhonderd en agtien) vierkante meter, geregistreer in naam van die Verweerder kragtens verbandakte B237/1988 (ook bekend as Stokroosstraat 16, Kimberley).

#### Voorwaardes:

1. Betaling van 10% van die koopprijs in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne tien (10) dae na die datum van die veiling verskaf moet word.
2. Afslaerskommissie teen 5% van die bruto koopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 2de dag van November 1992.

Engelsman Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat; Posbus 609, Kimberley, 8300. (Tel. 28134.) (Verw. B. Benade/zlr/EP36.)

#### Case 1366/90

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Samuel Thompson**, First Defendant, and **Susan Thompson**, Second Defendant

In the above matter a sale will be held on Thursday, 10 December 1992 at 10:45, at the site of 54 Meadow Street, Gaylee, being Erf 805, Gaylee, in the Local Area of Melton Rose, Stellenbosch Division, measuring 582 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 twenty per centum (20%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A dwelling comprising three bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River, 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/as.)

#### Case 6748/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **William Abraham Alexander Kamies**, First Defendant, and **Elizabeth Kamies**, Second Defendant

In the above matter a sale will be held on Thursday, 10 December 1992 at 10:00, at the site of 9 Goodhope Street, Kuils River, being Erf 6663, Kuils River, in the Municipality of Kuils River, Stellenbosch Division, measuring 315 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 twenty per centum (20%) 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 complete dwelling comprising two bedrooms, kitchen, toilet and lounge.

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 Kuils River, 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/as.)

#### Case 14308/92

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

##### **ABSA Bank Ltd versus P. S. Traut**

The following property will be sold in execution by public auction, held at 14 Dennebosch Close, Constantia, to the highest bidder on 7 December 1992 at 14:00:

Erf 9911, Constantia, in the Area of the Local Council of Constantia Valley, Cape Division, in extent 1 870 (one thousand eight hundred and seventy) square metres, held by Deed of Transfer T29542/1991, situate at 14 Dennebosch Close, Constantia.

##### *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 single storey house consisting of two bedrooms, store-room, bathroom, lounge, kitchen and double garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% 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 Cape Town on this 15th day of October 1992.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

#### Case 38616/92

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

##### **ABSA Bank Ltd versus Mogamat Shahied Abdullatief**

The following property will be sold in execution by public auction, held at 55 First Street, Grassy Park, to the highest bidder on 9 December 1992 at 12:00:

Erf 3027, Grassy Park, situate in the Local Area of Grassy Park, Cape Division, in extent 558 (five hundred and fifty-eight) square metres, held by Deed of Transfer T31387/89, situate at 55 First Street, Grassy Park.



*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 house consisting of kitchen, lounge, dining-room, three bedrooms, bathroom, toilet, shower/toilet and study with attached granny flat.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18% 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 Cape Town on this 15th day of October 1992.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

**Saak 9935/91**

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

In die saak tussen **ESKOM**, Eiser, en **Leon Andrew Geldenhuys**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Maandag, 7 Desember 1992 om 11:45, op die plek te Gelbsingel 25, Kinegrove, Brackenfell:

Erf 5544, Brackenfell, in die Munisipaliteit van Brackenfell, afdeling Stellenbosch, groot 693 vierkante meter, gehou deur die Verweerder kragtens Transportakte T30712/88, gedateer 9 Junie 1988.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20,75% per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis onder teëldak bestaande uit drie slaapkamers, badkamer, toilet, sit/eetkamer en kombuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae lê in die kantoor van die Balju van die Landdroshof, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 30ste dag van Oktober 1992.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Bostonstraat 1, Bellville. (Tel. 948-4061.)

**Saak 9857/92**

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

In die saak tussen **ESKOM**, Eiser, en **Hermanus Moses Pienaar**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 11 Desember 1992 om 12:45, op die plek te Springbokweg 81, Heatherpark, Eersterivier:

Erf 4083, Eersterivier, in die plaaslike gebied van Melton Rose, afdeling Stellenbosch, groot 288 vierkante meter, gehou deur die Verweerder kragtens Transportakte T68898/89, gedateer 28 November 1989.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20,75% per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis onder teëldak bestaande uit drie slaapkamers, badkamer, toilet, sit/eetkamer en kombuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae lê in die kantoor van die Balju van die Landdroshof, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 29ste dag van Oktober 1992.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Bostonstraat 1, Bellville. (Tel. 948-4061.)

Saak 436/91

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

In die saak tussen **Bankfin**, Eiser, en **C. V. Brink**, en **C. C. Brink**, Verweerders

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 8 Desember 1992 om 10:00, op die plek te Hoogstraat, Wellington:

Erf 2017, Wellington, geleë in die Munisipaliteit van Wellington, afdeling Paarl, groot 699 (seshonderd nege-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T19958/1983.

Erf 7188, Wellington, geleë in die Munisipaliteit van Wellington, afdeling Paarl, groot 888 (agthonderd agt-en-tagtig) vierkante meter, gehou kragtens Transportakte T25871/1986.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 28,5% 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, kombuis, sitkamer, eetkamer, badkamer, toilet, losstaande dubbelmotorhuis met sinkdak en swembad.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wellington, Kerkstraat 54B, Wellington, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 30ste dag van Oktober 1992.

Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, BSE-sentrum, Voortrekkerweg 89, Bellville. (Verw. A. J. van Zyl/AR/ZZ78402.)

## Case 12087/92

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

In the matter between **Natal Building Society**, Plaintiff, and **E. H. van der Merwe**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution dated 8 October 1992, the property listed hereunder will be sold in execution on 7 December 1992 at 12:30, at 27 Hamilton Heights, Marlborough Park, Brackenfell, to the highest bidder:

*Certain:* Erf 9001, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, known as 27 Hamilton Heights, Marlborough Park, Brackenfell, in extent 390 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, one and a half bathrooms, lounge, dining-room, kitchen, garage and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 29th day of October 1992.

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (Ref. INV/MB/NB77.)

## Case 12089/92

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

In the matter between **Natal Building Society**, Plaintiff, and **Susalla van Zyl**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution dated 8 October 1992, the property listed hereunder will be sold in execution on 7 December 1992 at 10:00, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

*Certain* Erf 7101, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, known as 107 Tiger Drive, Kraaifontein, in extent 585 square metres.

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

Two bedrooms, bathroom/toilet, kitchen, lounge, carport and tiled roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 29th day of October 1992.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB75.)



Case 12084/92

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

In the matter between **Natal Building Society**, Plaintiff, and **B. Warney**, First Defendant, and **H. Warney**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution dated 8 October 1992, the property listed hereunder will be sold in execution on 7 December 1992 at 10:00, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

Certain Erf 5923, Blue Downs, in the Local Area of Blue Downs, Administrative District of the Cape, known as 47 Carol Anne Way, Brentwood Park, Eerste River, in extent 297 square metres.

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

Three bedrooms, bathroom, lounge, kitchen and tiled roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 29th day of October 1992.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Verw. INV/MB/NB73.)

Case 8231/92

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

In the matter between **Nedperm Bank Ltd** (formerly South African Permanent Building Society) (now Nedcor Bank Ltd), Execution Creditor, and **S. G. Walton**, First Execution Debtor, and **S. I. Walton**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 16 October 1992, and in pursuance of an attachment in execution dated 22 October 1992, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 3 December 1992 at 11:00, of the following immovable property situate at 3 Shrew Street, Rosedale, Uitenhage, zoned residential, being:

Erf 12594, Uitenhage, in the Municipality and Division of Uitenhage, in extent 417 square metres, held by Samuel Godfrey Walton and Sharon Ingrid Walton, under Deed of Transfer 39876/87, and subject to the conditions referred to therein.

The following improvements are situate on the property although nothing in this respect is guaranteed:

Single storey detached dwelling under asbestos, with two bedrooms, lounge, kitchen.

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% of the purchase price and 4% (four per cent) Sheriff's (Auctioneer's) charges in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of sale.

Dated at Uitenhage this 3rd day of November 1992.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 25391/91

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

In the matter between **S. H. Ratcliff**, Plaintiff, and **Edward Clive Diedricks**, Defendant

In execution of the judgment of the Magistrate's Court, Wynberg, on 5 August 1991, in the above matter, a sale in execution will take place on Monday, 7 December 1992 at 12:00, at 8 Waterford Avenue, Lotus River, of the below mentioned immovable property which is hereby sold in execution:

Erf 4607, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent six hundred and twenty-six (626) square metres, held by the Defendant under Deed of Transfer T38411/1986, mortgaged under Mortgage Bonds B41055/1986, and B9149/1987, in favour of the United Building Society.

The property comprises a single dwelling with brick walls under a tiled roof consisting of 3 bedrooms, kitchen, lounge, bathroom, toilet and garage.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 2 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. One tenth ( $\frac{1}{10}$ ) 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 thereon at the ruling building society rate 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.

And 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, Wynberg.

Watkin & Kaplan, Plaintiff's Attorneys, 10th Floor, Dumbarton House, 1 Church Street, Cape Town.

Saak 9100/89

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Boland Bank Bpk.**, Eiser, en **Rosemoor Wegneem Etes**, Eerste Verweerder, **Rosemoor Supermark**, Tweede Verweerder, **Lionel Carelse**, Derde Verweerder, **Hubert Carelse**, Vierde Verweerder, en **Sherlock Homer Carelse**, Vyfde Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 11 Desember 1992 om 11:00, by die eiendom te Olympicrylaan 32, Delville Park, Pacaltsdorp, te koop aangebied word:

Erf 682, Pacaltsdorp, in die munisipaliteit Pacaltsdorp.

Groot: 1 128 (eenduisend eenhonderd agt-en-twintig) vierkante meter.

Gehou deur die Derde Verweerder kragtens Transportakte T47682/84.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

Die eiendom is geleë te Olympicrylaan 32, Delville Park, Pacaltsdorp, en is 'n beboude erf waarop daar 'n dubbelverdiepingsteenhuis staan.

Die woning beslaan die volgende: vier slaapkamers, kombuis, twee badkamers, twee sitkamers, eetkamer, waskamer en studeerkamer. Daar is ingeboude kaste in die kombuis en al die slaapkamers. Verder beslaan die eiendom vier buitekamers en 'n oop motorhuis.

'n Deposito van 10% van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Balju, George, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad.

Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju. [Tel. (0441) 73-5555.]

Gedateer te Kaapstad op hede die dag van November 1992.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Verw. mnr. Le Roux/PFT/ra.)

Saak 8011/92

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

In die saak tussen **Cecilia Johanna Snyman**, Eksekusieskuldeiser, en **Willem Jakobus Muller**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis van die Landdroshof, gedateer 16 Julie 1992, sal die ondergemelde eiendom geregtelik verkoop word op Dinsdag, 15 Desember 1992 om 14:00, deur die Balju van die Landdroshof, Bellville, te Taylorstraat 66, Parowvallei, aan die hoogste bieder:

Erf 10885, Parow, in die munisipaliteit Parow, afdeling Kaap.

Groot: 595 vierkante meter.

Gehou kragtens Transportakte T10620/92.

Die eiendom is ook bekend as Taylorstraat 66, Parowvallei, en is verbeter met 'n woonhuis en buitegeboue.

Die vernaamste reëlingsvoorwaardes word as volg opgesom:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan reserweprys wat binne sewe (7) dae na die verkoping aan die koper bekend gemaak moet word.

2. 10% van die koopprys is betaalbaar in kontant op die dag van die veiling en die balans plus rente teen die koers van 19,25% per jaar bereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in naam van die koper, is betaalbaar op datum van registrasie.

3. Die verkoping sal geskied op die verdere voorwaardes wat uitgelees sal word by die aanvang van die veiling.

Die verkoopvoorwaardes sal ter insae lê by die kantore van die Balju vir die Landdroshof, Northumberlandstraat 29, Bellville, gedurende kantoorure.

Geteken te Bellville op die 5de dag van November 1992.

M. J. Strydom, vir Claassen Strydom & Genote, Prokureurs vir Eksekusieskuldeiser, Eerstelaan 6, Boston, Bellville. (Tel. 948-0777.) (Verw. M. J. Strydom.)

Case 584/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **ABSA Bank**, Plaintiff, and **Trustworthy Chrisjan Ndenzile**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Eastern Cape Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, Grahamstown, on Wednesday, 9 December 1992 at 10:00, of the Defendant's right of leasehold to the undermentioned property on the conditions to be read out at the time of the sale and which conditions may be inspected at the offices of the Sheriff for the District of Albany, 127 High Street, Grahamstown:

Erf 686, Kingsflats, in the Administrative District of Albany, in extent 288 square metres, held by Certificate of Registered Grant of Leasehold TL1698/90.



The following improvements are reported but not guaranteed:

Dwelling-house.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance plus interest thereon at the rate of 19% (nineteen per centum) per annum calculated from the date of sale to the date of transfer, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen days from the date of sale.

Dated at Grahamstown this 30th day of October 1992.

Whitesides, Plaintiff's Attorneys, 115 High Street, Grahamstown. (Ref. A. M. Nunn.)

Case 9674/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **Bank of Lisbon International Ltd**, Plaintiff, and **Geraldine Veronica Marinus**, Defendant

In execution of the judgment of the Supreme Court (Cape of Good Hope Provincial Division), in the above matter, a sale will be held in front of the premises 2, 4 and 6 Pitt Street, Salt River, Cape, and 13 Chatham Road, Salt River, Cape, on 3 December 1992 at 16:00, of the following immovable properties:

(a) Erf 15732, Cape Town at Salt River, in extent 272 square metres, situated at 2, 4 and 6 Pitt Street, Salt River, Cape.

(b) Erf 15748, Cape Town at Salt River, in extent 272 square metres, situated at 13 Chatham Road, Salt River, Cape.

1. The seller is subject to the rules of the Supreme Court, the property being sold voetstoots and as it stands, subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the rules of the Supreme Court.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared sold. The purchaser may however at his option, pay a deposit of 10% of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff of the Cape, Mandatum House, Barrack Street, Cape Town.

B. Halliday, for Herbsteins, Plaintiff's Attorneys, 17th Floor, 2 Long Street, Cape Town, 8001. (Ref. BH/LB/18654.)

Saak 1785/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Drie Dutwas BK**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 3 Augustus 1992, en daaropvolgende lasbrief vir eksekusie, gedateer 3 Augustus 1992, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 2 Desember 1992 om 10:00, te Protealaan 12, Stilbaai:

Erf 178, Stilbaai-Wes, in die Munisipaliteit Stilbaai, afdeling Riversdal.

Groot: 818 (agthonderd en agtien) vierkante meter.

Geleë te Protealaan 12, Stilbaai.

En bestaande uit sitkamer, eetkamer, kombuis, spens, waskamer, vier slaapkamers, badkamer met toilet, twee motorhuise, buitekamer en toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

**Voorwaardes:**

Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daarop onder aan die hoogste bieder verkoop word. Die koper moet 10% van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 38, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, CJ Langenhovenweg, George.

Case 21409/92

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

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Jennifer Lakey**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution, dated 18 September 1992, the following property will be sold in execution, in front of the Court-house for the District of Bellville, on Thursday, 10 December 1992 at 14:00, to the highest bidder:

Certain Erf 25622, Bellville, in the local area of Belhar, Cape Division, in extent 178 (one hundred and seventy-eight) square metres, held by Deed of Transfer T22014/92.

Also known as 6 Opera Street, Belhar, 7490.

**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 foregoing, be sold to the highest bidder.

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

A masonette comprising a lounge, open plan kitchen, two bedrooms, bathroom and w.c.

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) per annum calculated on the amount of the Judgment Creditor's claim, and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim, from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. **Conditions:** The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on the 4th day of November 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14357.)

**Case 9300/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd**, previously known as United Bank Ltd, Plaintiff, and **Matthews Storm**, First Defendant, and **Noeline Audrey Manning**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 9 September 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

**Certain:** Erf 1436, Gaylee in the Local Area of Melton Rose Division of Stellenbosch.

**In extent:** 300 (three hundred) square metres.

**Held:** by Deed of Transfer T35972/89.

**Also known as:** 37 Matroosberg Street, Blackheath.

**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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling consisting a lounge, kitchen, bathroom, three bedrooms and w.c.

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% per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. **Conditions:** The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 4 November 1992.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14294.)

**Saak 10659/92****IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **J. Johnson**, Eerste Verweerder, en **F. L. Johnson**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 11 Desember 1992 om 13:30, op die perseel.

Erf 3749, Eersterivier, in die Plaaslike Gebied van Blue Downs, afdeling Stellenbosch.

**Groot:** 338 vierkante meter.

**Gehou:** Kragtens Transportakte T68336/91.

Ook bekend as Kannabaststraat 10, Beverley Park, Eersterivier.

**Verkoopvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 19,25% per jaar, betaal te word teen registrasie van oordrag wat onverwyl na die veiling gegee en geneem sal word.



3. Die volgende verbetering is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

*Hoofgebou:* 'n Woning met teëldak bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

*Buitegebou:* Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville/Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 9de dag van November 1992.

A. J. Marais, vir Marais Müller, Van Riebeeckweg 66, Kuilsrivier.

#### Case 12910/92

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Yusuf Caswell**, married in community of property to **Nooranesa Caswell**, Judgment Debtors

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, on the 8 December 1992 at 10:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situate at the said address, namely:

Erf 6842, Mitchells Plain, in the Municipality of Cape Town, Cape Division.

*In extent:* 294 square metres.

*Situate at:* 3 Shepherd Way, Westridge, Mitchells Plain (hereinafter referred to as the property).

The property comprises: Single dwelling built with bricks under a tiled roof consisting of approx three bedrooms, lounge, kitchen and toilet/bathroom.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk Town Centre, Mitchells Plain.

#### Case 13724/92

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

**ABSA Bank Ltd**, trading as United Bank *versus* **Robert Charles Valentine Dearham** and **Miriam Dearham**

The following property will be sold in execution on the steps in front of the main entrance to the Court-house, Hoboken Building, Kruskal Avenue, Bellville, Cape, on Monday, 7 December 1992 at 14:00, to the highest bidder:

Erf 17640, Bellville, in extent 510 square metres, held by T75180/1991, situate at 17 Gardenia Street, Belhar, 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 deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

#### Case 21269/90

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Ellen Marrain Collins**

The following property will be sold in execution on the steps in front of the main entrance to the Court-house, Hoboken Building, Kruskal Avenue, Bellville, Cape, on Monday, 7 December 1992 at 14:00, to the highest bidder:

Erf 9882, portion of Erf 452, Kraaifontein, in extent 495 square metres, held by T10330/1990, situate at 12 Hop Street, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, atrium, lounge, TV-room, dining-room, kitchen, three bedrooms, bathroom/shower, toilet and bath-room/toilet. Single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

**Case 21261/91**

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

**ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) versus  
Walter George Andrews and Susanna Andrews**

The following property will be sold in execution on the steps in front of the main entrance to the Court-house, Hoboken Building, Kruskal Avenue, Bellville, Cape, on Monday, 7 December 1992 at 14:00, to the highest bidder:

Erf 16458, Parow, in extent 285 square metres.

Held by T60359/1988.

Situate at 71 Northway Street, Ravensmead, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom and 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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

**Case 9920/90**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) versus  
Abrahams Property Development Company (Pty) Ltd**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 7 December 1992 at 10:00, to the highest bidder:

Erf 3723, Kleinvlei, in extent 1 050 square metres.

Held by T71681/1989.

Situate at 33 Cabral Street, Kleinvlei Annex, Cape.

1. The following improvements are reported but not guaranteed:

Shopping complex comprising superette and four shops.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.



Case 2164/89

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus*  
**Cornelius Afrika and Vallerie Rocheilla Afrika**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 7 December 1992 at 10:00, to the highest bidder:

Erf 1419, Blue Downs, in extent 545 square metres.

Held by T36110/1988.

Situate at 3 Zuiderzee Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, four 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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Case 8228/89

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus*  
**Gregory Graham Lorenzo and Avril Beverley Lorenzo**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 7 December 1992 at 10:00, to the highest bidder:

Erf 4187, Eerste River, in extent 325 square metres, held by T1641/1989, situate at 10 Juliet Close, Stratford Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet. Garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Case 10225/90

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Erica Small and Violet Small**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 7 December 1992 at 10:00, to the highest bidder:

Erf 4021, Eerste River, in extent 314 square metres held by T34267/1990 situate at 4 Storm Close, Heather Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, kitchen, three 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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

**Case 1923/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) versus Shirley Abrahams**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 7 December 1992 at 10:00, to the highest bidder:

Erf 542, Blue Downs, in extent 362 square metres held by T16908/1991 situate at 32 Waldstadt Avenue, Silversands, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and garage facade.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17.25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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.

**Saak 3438/92****IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE**

In die saak tussen **Eskom Finansieringsmaatskappy (Edms.) Bpk.** Eiser, en **Daniel Olivier**, Eerste Verweerder, en **Johanna Christina Olivier**, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 7 September 1992, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme & Veilings, aan die hoogste bieder op Woensdag, 2 Desember 1992 om 10:00, te ondervermelde perseel:

Erf 4192, Pacaltsdorp, geleë in die munisipaliteit Pacaltsdorp, afdeling George, groot 418 vierkante meter, gehou kragtens Transportakte T18227/89 (ook bekend as Houtkapperstraat 12, Pacaltsdorp).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie:

Drie slaapkamer woonhuis met teëldak, sit-/eetkamer, kombuis en motorhuis.

*Voorwaardes van verkoping:*

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

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van Van Rensburg Eiendomme & Veilings, sowel as by die kantore van Millers Ingelyf van Beaconsuis, Meadestraat 123, George, en die Balju, Wellingtonstraat 36(A), George.

Gedateer te George op hierdie 4de dag van November 1992.

Millers Ingelyf, Eiser se Prokureurs, Beaconsuis, Meadestraat 123, George.

**Case 49282/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **ABSA Bank Ltd**, Allied Bank Division, Plaintiff, and **C. R. Williams**, Defendant

The following property will be sold in execution on 14 December 1992 at 10:00 on the steps of the Magistrate's Court, Wynberg, to the highest bidder:

Erf 1846, Mandalay, Cape Division, in extent 572 (five hundred and seventy-two) square metres held by Deed of Transfer T1110/88, also known as 85 Dickens Drive, Mandalay.

1. The property shall be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of the title deeds.

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

Single dwelling of brick walls under tiled roof consisting of three bedrooms, lounge, toilet/bathroom and double garage.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash or by deposit-taking institution guaranteed cheque upon signature of the conditions of sale, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, is to be secured by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of sale.



4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated at Claremont this 3rd day of November 1992.

Balsillie, Watermeyer & Cawood, Plaintiff's Attorneys, Norwich Life Centre, Protea Road, Claremont, Cape. (Ref. D. P. Smit/ad/Claremont.)

#### Case 2605/92

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

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, Judgment Creditor, and **Eldenel CC** (CK86/06773/23), Judgment Debtor

In pursuance of a judgment granted on 26 August 1992, in the Somerset Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold on 15 December 1992 at 14:30 to the highest bidder at Piquet's Place, Somerset West.

Defendant's Certificate of Real Right SK1090/90, viz. "the right to erect and complete from time to time within a period of three years from 13 November 1990 for his personal account a further building or buildings or a horizontal extension of an existing building on the specified part of the common property as indicated on the building plan contemplated in Section 25 (2) (a) of the Act filed in the Deeds Office at Cape Town and to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over part of such common property upon the owner or owners on one or more of such sections of the buildings known as Piquet's Place situate at Somerset West in the Municipality of Somerset West, Division of Stellenbosch as shown on Sectional Plan SS228/90", held by the Judgment Debtor in his name under Certificate of Real Right SK1090/90.

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 effected by the Plaintiff or his 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 of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, 139 Main Street, P.O. Box 112, Somerset West. (Tel. 51-2928.)

#### Case 3958/92

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

**ABSA Bank Ltd**, trading as United Bank *versus* **Wendy-Ann Coetzee**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on 7 December 1992 at 10:30, to the highest bidder:

Erf 10087, Wesfleur, in extent 257 square metres held by T13144/1992 situate at 85 Sun Road, Wesfleur, Atlantis, 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 deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

#### Case 21792/89

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Yusuf Hassen Bray**

The following property will be sold in execution on the steps front of the main entrance to the Court-house, Hoboken Building, Kruskal Avenue, Bellville, Cape, on Monday, 7 December 1992 at 14:00, to the highest bidder.

Erf 17055, Bellville, in extent 568 square metres held by T6420/1988 situate at 68 Agapanthus Street, Belhar, 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 deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

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**Case 4348/92**

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

**ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) versus Clive Frank Abrahams and Casandra Abrahams**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Monday, 7 December 1992 at 11:30, to the highest bidder:

Erf 19738, Goodwood, in extent 218 square metres held by T23918/1990 situate at 27 Sheila Street, Elsie's River, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet and carport.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

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**Case 6505/90**

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

**ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) versus David van Neel and Catharina Johanna van Neel**

The following property will be sold in execution on the steps in front of the main entrance to the Court-house, Hoboken Building, Kruskal Avenue, Bellville, Cape, on Monday, 7 December 1992 at 14:00, to the highest bidder:

Erf 16417, Parow, in extent 332 square metres held by T21508/1989, situate at 31 Marion Crescent, Ravensmead, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, kitchen, pantry, three bedrooms, bathroom and 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 (plus interest at the current rate of 17,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

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**Case 5814/92**

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

**ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd) versus Ernest Sydney Snyman and Zita Snyman**

The following property will be sold in execution on the steps in front of the main entrance to the Court-house, Hoboken Building, Kruskal Avenue, Bellville, Cape, on Monday, 7 December 1992 at 14:00, to the highest bidder:

Erf 18962, Parow, in extent 363 square metres held by T29473/1991 situate at 62A Second Avenue, Ravensmead, Cape.



1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom and 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 (plus interest at the current rate of 17,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

#### Case 16705/89

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Reginald Bernard Fish and Melanie Viola Fish**

The following property will be sold in execution on the steps in front of the main entrance to the Court-house, Hoboken Building, Kruskal Avenue, Bellville, Cape, on Monday, 7 December 1992 at 14:00, to the highest bidder:

Erf 20016, Parow, in extent 296 square metres, held by T37182/1988, situate at 99 Linden Street, Ravensmead, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet, shower/toilet and detached garage, store, servant's room 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 (plus interest at the current rate of 17,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

#### Case 7867/92

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

In the matter between **Allied Bank Ltd**, a division of ABSA Bank Ltd (formerly Allied Building Society Ltd), Plaintiff, and **Wellington Ntimukulu Mzinyathi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 28 September 1992, certain rights of leasehold will be sold in execution on 14 December at 10:00, on the steps of the Magistrate's Court, Wynberg, to the highest bidder, the property being more fully described as:

Erf 1036, Nyanga, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, Cape Division, in extent 329 (three hundred and twenty-nine) square metres, held by Certificate of Registered Grant of Leasehold TL62353/88, also known as U48 Green Village, Nyanga.

#### *Conditions of sale:*

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

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

Single dwelling under asbestos roof, consisting of lounge, suite/kitchen, two bedrooms, bathroom and toilet/hand basin.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated at Claremont this 2nd day of November 1992.

Balsillie, Watermeyer & Cawood, Plaintiff's Attorneys, Norwich Life Centre, Protea Road, Claremont, Cape. (Ref. D. P. Smit/ag/Claremont.)

## Case No. 1823/92

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

In the matter between **ABSA Bank Ltd**, Allied Bank Division, Plaintiff, and **J. Mxhosana**, Defendant

The following property will be sold in execution on 14 December 1992 at 10:00, on the steps of the Magistrate's Court, Wynberg, to the highest bidder:

Erf 24036, Khayelitsha, in the area of jurisdiction of the Town Committee of Lingeletu West, Administrative District of the Cape, in extent 287 (two hundred and eighty-seven) square metres, held by Deed of Transfer T7483/89, also known as 27 Plum Crescent, Tembani Village, Khayelitsha.

1. The property shall be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of the title deeds.

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

Single dwelling of brick walls under asbestos roof consisting of approximately three bedrooms, dining-room, kitchen, bathroom and water closet.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash or by deposit-taking institution guaranteed cheque upon signature of the conditions of sale, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, is to be secured by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated at Claremont this 2nd day of November 1992.

Balsillie, Watermeyer & Cawood, Plaintiff's Attorneys, Norwich Life Centre, Protea Road, Claremont, Cape. (Ref. D. P. Smit/ad/Claremont.)

## Case 32285/92

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

In the matter between **ABSA Bank Ltd**, Allied Bank Division, Plaintiff, and **Tharique Investments CC**, Defendant

The following property will be sold in execution on 14 December 1992 at 10:00, on the steps of the Magistrate's Court, Wynberg, to the highest bidder:

Erf 735, Zeekoevlei, in the Local Area of Zeekoevlei, Cape Division, in extent 625 (six hundred and twenty-five) square metres, held by Deed of Transfer T47212/88, also known as 20 Dabchick Road, Zeekoevlei.

1. The property shall be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of the title deeds.

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

Single dwelling of brick walls under a tiled roof consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash or by deposit-taking institutions guaranteed cheque upon signature of the conditions of sale, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, is to be secured by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated at Claremont this 2nd day of November 1992.

Balsillie, Watermeyer & Cawood, Plaintiff's Attorneys, Norwich Life Centre, Protea Road, Claremont, Cape. (Ref. D. P. Smit/ad/Claremont.)

## Saak 1865/92

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

In die saak tussen **United Bank**, 'n afdeling van ABSA Bank Bpk., Eiser, en **Garth Clifford Wooding**, Eerste Verweerder, en **Reginald Stuart Olivier**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Humansdorp, gehou te Humansdorp, gedateer 14 Oktober 1992, en 'n lasbrief gedateer 14 Oktober 1992, sal die ondergemelde eiendom in eksekusie sonder reserwe, aan die hoogste biëer op Vrydag, 18 Desember 1992 om 10:30, verkoop word, by die hoofingang van die kantore van die Balju van Humansdorp, te Hoofstraat 3, Humansdorp, naamlik:

1. Erf 2980, Jeffreysbaai, in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot agthonderd en dertien (813) vierkante meter, geleë te Saffronsingel 48, Jeffreysbaai, en gehou kragtens Akte van Transport T66255/1989.

Daar is geen verbeterings op die eiendom nie.

'n Verband kan vir 'n goedgekeurde koper gereël word.



Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof Humansdorp, waar dit voor die veiling besigtig kan word.

Geteken te St Francisbaai hierdie 10de dag van November 1992.

P. G. L. Cooper, p/a Peter Cooper & Kie., Eiser se Prokureurs, St Francisrylaan, St Francisbaai. [Tel. (0423) 94-0315.]

#### Saak 618/92

#### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Haggie Rand Ltd**, Eiser, en **Theodorus Lambertus Scholtz**, Verweerder

Ingevolge uitspraak in die Hooggeregshof van Pretoria, en lasbrief tot uitwinning gedateer 11 Februarie 1992, sal die hiernagenoemde eiendom op 18 Desember 1992 om 10:00, te Erf 612, Tergniet, geleë te Meyerstraat, Tergniet, distrik Mosselbaai, per publieke veiling aan die hoogste bieder verkoop word:

Erf 612, Tergniet, in die gebied van die Plaaslike Raad van Klein-Brakrivier, Rheeboek en Tergniet, afdeling Mosselbaai, groot 476 (vier honderd ses-en-sewentig) vierkante meter, gehou kragtens Transportakte T13942/1992, deur Theodorus Lambertus Scholtz (Id. No. 5706075039005).

**Terme:** Die koper sal tien persent (10%) van die koopsom onmiddellik na die veiling in kontant aan die afslaer betaal. Die balans, plus rente teen 18,5 persent per jaar, betaalbaar met registrasie van transport moet verseker word deur 'n bank- of bouverenigingwaarborg aan die Balju binne dertig (30) dae na afloop van die veiling.

Die volle verkoopvoorwaardes sal deur die Balju uitgelees word net voor die veiling, en kan nagesien word in die kantore van die Balju.

R. E. Megaw, 106 Rentbelgebou 106, Bureaulaan, Pretoria. (Verw. Megaw/cm/13/92.)

#### Case 41912/92

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Trustees for the Time Being of T & T Trust**, Defendant

The undermentioned property will be sold in execution by public auction at 65-67 Bowwood Road, Claremont, on Monday, 14 December 1992 at 12:00, to the highest bidder, namely:

Erf 56195, Cape Town at Claremont, in the City of Cape Town, Division of the Cape, in extent 1 566 square metres, held by Deed of Transfer T44275/91.

1. The following improvements on the property are reported, but nothing guaranteed, namely a double storey dwelling built of brick walls under a tiled roof comprising of four bedrooms, kitchen, lounge, dining-room, two bathrooms, two toilets, double garage and maids quarters.

2. **Payment:** Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 19% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. **Conditions:** The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 7-9 Electric Road, Wynberg.

Dated at Claremont this the 23rd of October 1992.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., First Floor, 66 Main Road, Claremont. (Tel. 61-1151.)

#### Case 2871/92

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Nadeem Palmer**, First Defendant, and **Jasmine Liedeman**, Second Defendant

The undermentioned property will be sold in execution by public auction at Wynberg, Magistrate's Court House, on Monday, 14 December 1992 at 10:00, to the highest bidder, namely:

Erf 1858, Weltevreden Valley, in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 363 square metres, held by Deed of Transfer T36658/90, situate at 9 Nugget Street, Colorado.

1. The following improvements on the property are reported, but nothing is guaranteed, namely a single dwelling built of brick walls under tiled roof comprising of two bedrooms, kitchen, lounge and bathroom/toilet.

2. **Payment:** Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 18,5% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. **Conditions:** The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 7-9 Electric Road, Wynberg.

Dated at Claremont this the 21st day of October 1992.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., First Floor, 66 Main Road, Claremont. (Tel. 61-1151.)

Case 725/92  
PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Provincial Division)

In the matter between **Allied Corporate Mortgages (Pty) Ltd**, Plaintiff, and **Adrian Humpage**, First Defendant, and **Desire Judith Humpage**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Eastern Cape Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 11 Downing Street, King William's Town, on Thursday, 10 December 1992 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 offices of the Sheriff for the Supreme Court, King William's Town, at 11 Downing Street, King William's Town:

Erf 1670, King William's Town, Municipality and Division of King William's Town, measuring 558 m<sup>2</sup>, held by the Defendants under Deed of Transfer T2331/1988, being 72 Alexander Road, King William's Town.

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

The dwelling consists of three bedrooms, bathroom/w.c., lounge, dining-room and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg on this 4th day of November 1992.

Routledge Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/NG/RdS.) (Account No. Z40956.)

Case 22096/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **United Bank**, a division of ABSA Bank Ltd, Plaintiff, and **Siphiwo Wellington Nolele**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 31 August 1992, and the warrant of execution, dated 31 August 1992, the following property will be sold in execution, without reserve, to the highest bidder on 4 December 1992 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the right, title and interest in and to the leasehold over Erf 564, Kwadwesi Stage III, Administrative District of Port Elizabeth, in extent 392 (three hundred and ninety-two) square metres, situate at 20 Mhlalokotshane Street, Kwadwesi, Port Elizabeth, held under Certificate of Right of Leasehold TL3091/88.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

A dwelling-house consisting of lounge/dining-room, kitchen, three bedrooms and bathroom/w.c.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 6th day of November 1992.

I. Katz, for Burman Katz Saks & Schady, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX012.)

Case 1782/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **United Bank**, a division of ABSA Bank Ltd, Plaintiff, and **Nolan Keith Hearne**, First Defendant, and **Roseline Frances Hearne**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 2 April 1992, and the warrant of execution, dated 2 April 1992, the following property will be sold in execution, without reserve, to the highest bidder on 4 December 1992 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 1263, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 476 (four hundred and seventy-six) square metres, situate at 33 Carelson Street, Hillside, Port Elizabeth, held under Deed of Transfer 56386/87.



The following improvements on the property are reported, though in this respect nothing is guaranteed:

A dwelling-house consisting of entrance hall, lounge, dining-room, kitchen, two bedrooms, two bathrooms and two w.c.'s.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 6th day of November 1992.

I. Katz, for Burman Katz Saks & Schady, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms U840/UBS407.)

#### Case 18461/92

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS TODD STREET, PORT ELIZABETH

In the matter between **United Bank** a division of ABSA Bank Ltd, Plaintiff, and **Noreen Patricia Gouws**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 July 1992, and the warrant of execution dated 20 July 1992, the following property will be sold in execution, without reserve, to the highest bidder on 4 December 1992, at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

(a) Section 9 as shown and more fully described on Sectional Plan SS2/1989 in the building or buildings known as Vivian Court, situate at North End, in the Municipality of Port Elizabeth, of which the floor area, according to the said sectional plan, is 97 (ninety-seven) 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 said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST2/1989 (9) (Unit) subject to the conditions of title, held by the Defendant under Certificate of Registered Sectional Title ST2/1989 (9) (Unit), situate at 1 Vivian Court, Elizabeth Street, North End, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

A flat consisting of entrance hall, lounge, two bedrooms, bathroom/wc with kitchen and pantry.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth this 6 day of November 1992.

I. Katz, for Burman Katz Saks & Schady, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX197.)

#### Case 33359/91

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS TODD STREET, PORT ELIZABETH

in the matter between **United Bank** a division of ABSA Bank Ltd, Plaintiff, and **Lindelwa Princess Vela**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 3 April 1992, and the warrant of execution dated 3 April 1992, the following property will be sold in execution, without reserve, to the highest bidder on 4 December 1992 at 14:15 at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the right, title and interest in and to the leasehold over Erf 845 Motherwell NU 6 Phase 1, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situate at 141 Mlimane Street, Motherwell, Port Elizabeth, held under Certificate of Right of Leasehold TL2280/90.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge, kitchen, two bedrooms and bathroom/wc.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 5 day of November 1992.

I. Katz, for Burman Katz Saks & Schady, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms U840/UBS770.)

**Case 31765/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS TODD STREET, PORT ELIZABETH**

In the matter between **United Bank** a division of ABSA Bank Ltd, Plaintiff, and **Ntombizabo Patricia Hlongwana**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 17 December 1991, and the warrant of execution dated 17 December 1991, the following property will be sold in execution, without reserve, to the highest bidder on 4 December 1992 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the right, title and interest in and to the leasehold over Erf 383 Kwamagxaki Extension 1, Administrative District of Uitenhage, in extent 286 (two hundred and eighty-six) square metres, situate at 33 Matebeni Street, Kwamagxaki, Port Elizabeth, held under Certificate of Right of Leasehold TL512/90.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/wc.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 5 day of November 1992.

I. Katz, for Burman Katz Saks & Schady, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms U840/UBS917.)

**Case 13487/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS TODD STREET, PORT ELIZABETH**

In the matter between **United Bank** a division of ABSA Bank Ltd, Plaintiff, and **Ashley Adriaan**, First Defendant, and **Wendy Marle Adriaan**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 31 August 1992, and the warrant of execution dated 31 August 1992, the following property will be sold in execution, without reserve, to the highest bidder on 4 December 1992, at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 13598, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 442 (four hundred and forty-two) square metres, situate at 76 Fember Street, Bethelsdorp, Port Elizabeth, held under Deed of Transfer T59164/89.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge/dining-room, kitchen, three bedrooms and bathroom with separate wc.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 6 day of November 1992.

I. Katz, for Burman Katz Saks & Schady, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms U840/UBS721.)

**Case 201/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NAMAQUALAND HELD AT NAMAQUALAND**

In the matter between **Super Spares**, Plaintiff, and **J. Botha**, trading as Vaaley's Tune-Up Centre, Defendant

Notice is hereby given that the undermentioned improved immovable property will be sold in execution by the Sheriff for the Division of Namaqualand on 4 December 1992 at 10:00. The sale will take place at Waterkantstreet, Port Nolloth, being the street address of the property.

Certain Erf 1318, Waterkant Street, Port Nolloth, situate in the Municipality of Port Nolloth, Division of Namaqualand, measuring 426 square metres.

The conditions of the sale will be read out by the Sheriff for Port Nolloth immediately prior to the sale and are also available for inspection at the office of the Sheriff.

Thus signed and dated at Port Nolloth on this 5th day of November 1992.

Daan Mostert & Co., Attorney for the Plaintiff, First Street, P.O. Box 139, Port Nolloth, 8280. (Tel. 0255-8708.) (Fax. 0255-8708.)

**Case 22100/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **The Standard Bank of South Africa Ltd**, Judgment Creditor and **J. P. Petersen**, Judgment Debtor

The property described hereunder will be sold at 13 Woodville Road, Diep River, on Friday, 11 December 1992 at 12:00, viz:

Certain piece of land situate at Diep River, in the Municipality of Cape Town, Cape Division, Erf No. 79724, measuring 500 (five hundred) square metres, held by the Execution Debtor under Deed of Transfer T58731/88, dated 6 October 1988, popularly known as 13 Woodville Road, Diep River.



The property consists of one brick dwelling, consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, living-room, wendy house under a slab roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 25% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Miss F. Jattiem/P.31.)

#### Case 1415/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Uitenhage Saw Mills (Pty) Ltd**, Plaintiff, and **Soundarrajan Moodaley**, Defendant

In pursuance of the judgment dated 15 July 1992 and an attachment, the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 11 December 1992 at 15:00.

Erf 1278 in the municipal district of Port Elizabeth, in extent 765 (seven hundred and sixty-five) square metres, situated at 19 Allysum Street, Malabar, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached dwelling under a roof consisting of rooms in extent 177,1 (one hundred and seventy-seven comma one) square metres, a verandah in extent 4,4 (four comma four) square metres, a garage in extent 42 (forty-two) square metres.

The conditions of sale may be inspected at the Sheriff's office, Fifth Floor, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth.

**Terms:** 10% (ten per centum) deposit on date of sale, the balance including value added tax (VAT) (if applicable) against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges (5% on the first R20 000 and thereafter 3% to a maximum of R6 000 with a minimum of R100) are also payable on date of sale.

Dated at Port Elizabeth on this 3rd day of November 1992.

Heine Ungerer, Plaintiff's Attorneys, Ground Floor, Security Place, corner of Hancock and Market Streets, North End, Port Elizabeth. (R. Bojanic/ce.)

#### Saak 8070/92

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

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **B. P. Julies**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 25 Augustus 1992 in bogemelde aangeleentheid sal die eiendom, bekend as Erf 4233, Mirageweg 41, Constantia Park, Eersterivier, per publieke veiling aan die hoogste bieder verkoop word by die Landdroskantoor, Kuilsrivier, op 15 Desember 1992 om 09:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Kuilsrivier, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende ( $\frac{1}{10}$ ) van die koopprijs sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

**Eiendom:** Erf 4233, Eersterivier, in die plaaslike gebied Melton Rose, afdeling Stellenbosch.

**Groot:** 396 (driehonderd ses-en-negentig) vierkante meter.

**Gehou:** Deur die Verweerder kragtens Transportakte T50778/90 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie (bestaande uit 'n halfgebooue eiendom).

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 4de dag van November 1992.

G. J. Erasmus, vir Cluver Markotter, SA Permanente Gebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/mb.)

#### Case 7031/92

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

In the matter between **United Bank**, a Division of ABSA Bank Ltd, Judgment Creditor, and **Abraham Mentoer**, First Judgment Debtor, and **Amanda Mentoer**, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl and writ of execution dated 24 September 1992 the following property will be sold in execution, at the Court-house on Wednesday, 9 December 1992 at 11:00, to the highest bidder:

*Certain:* Erf 18153, Paarl, in the Municipality and Administrative Division of Paarl.

*In extent:* 260 (two hundred and sixty) square metres.

*Held:* By Deed of Transfer T5048/90.

*Also known as:* 25 Riverside Street, Riverside Park, 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 foregoing, be sold to the highest bidder.

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

Lounge, two bedrooms, kitchen, bathroom, toilet and stoep.

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 17,25 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. (Verw. Z. K. Meyer.)

#### Case 8019/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **C. L. Beukes**, Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction in front of the Magistrate's Court, Goodwood, on 10 December 1992 at 11:00:

*Property:* Erf 140898, Cape Town, at Bonteheuwel, in the Municipality of Cape Town, Division of Cape.

*Measuring:* 336 (three hundred and thirty-six) square metres.

*Held by:* Deed of Transfer T31780/91, more specifically known as 68 Netreg Road, Bonteheuwel.

##### *Conditions of sale:*

1. The shall 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:* 9 November 1992.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. H. M. P. Kruger/jk.)

#### Case 12362/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **J. J. de Kock**, 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 of 65 Mountain Crescent, Kraaifontein, on 15 December 1992 at 11:45:

*Property:* Erf 10882, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl.



*Measuring:* 507 (five hundred and seven) square metres.

*Held by:* Deed of Transfer T64479/91.

More specifically known as 65 Mountain Crescent, Kraaifontein.

*Conditions of sale:*

1. The shall 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:* 9 November 1992.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. H. M. P. Kruger/jk.)

#### Case 11741/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **M. Windvogel**, First Defendant, and **L. M. Michaels**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction in front of the Magistrate's Court, Kuils River, on 11 December 1992 at 09:00:

*Property:* Erf 4479, Eerste River, in the Local Area Blue Downs, Division Stellenbosch, measuring 299 (two hundred and ninety-nine) square metres held by Deed of Transfer T6711/1991.

More specifically known as 147 Bobs Way, Eerste River.

*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.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jk.)

Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Road, Bellville, Kuils River. (Ref. A. Matthee.)

#### Saak 123/92

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

In die saak tussen **Jonathan Calf Kriel**, Eiser, en **Gerhardus Swanepoel van Heerden**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Kuilsrivier, sal 'n verkoping gehou word deur die Balju vir die Landdroshof, Kuilsrivier, te Aandblomstraat 23, Brackenfell, om 09:00 op 22 Desember 1992, die voorwaardes wat deur die afslaer gelees sal word ten tyde van die verkoping en welke voorwaardes nou ter insae lê by die Balju vir die Landdroshof, p/a Aandblomstraat 23, Brackenfell, van die eiendom besit deur die Verweerder naamlik:

Sekere eiendom beskryf as:

Erf  $\frac{1}{2}$  onverdeelde aandeel van 4149, Brackenfell, Afdeling Stellenbosch, groot 789 vierkante meter gehou te Aandblomstraat 23, Brackenfell.

Die gemelde eiendom bestaan uit 'n erf waarop 'n teëldakhuis met drie slaapkamers,  $1\frac{1}{2}$  badkamer, eetkamer, sitkamer, kombuis en dubbele motorhuis is.

Geteken te Kaapstad op hierdie 5de dag van November 1992.

J. Theron, vir Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein, Kaapstad. (Verw. JT/br/K.68.)

#### Case 7421/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Hendrik Frederick Potgieter**

The following property will be sold in execution at the site of the property, 11 Cabernet Street, Table View, Cape, on Thursday, 10 December 1992 at 12:15, to the highest bidder:

Erf 14130, Milnerton, in extent 648 square metres, held by T31067/1991, situate at 11 Cabernet Street, Table View, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, family room, kitchen, four bedrooms, bathroom/shower/toilet, shower/toilet and single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

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**Case 32050/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Cecilia Wouterson**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 43174, Mitchells Plain, in extent 281 square metres, held by T10883/1989, situate at 15 Teachers Way, Strandfontein Village, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet and single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

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**Case 23419/90****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Desiree Merlin van Reenen**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 22478, Mitchells Plain, in extent 185 square metres, held by T38789/1989, situate at 15 Porcupine Close, Eastridge, Mitchells Plain, 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 deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

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**Case 53149/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Keith Frederick Joshua and Sharon Ethel Joshua**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 37058, Mitchells Plain, in extent 286 square metres held by T64271/1990, situate at 18 Pointer Way, Strandfontein, Cape.



1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

#### Case 34759/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Edmund Heynes and Amalia Heynes**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 7332, Grassy Park, in extent 143 square metres, held by T36755/1989, situate at 9 Green Acres, off East Street, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms and bathroom/shower/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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

#### Case 7762/91

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Gary Martin le Sueur**

The following property will be sold in execution at the site of the property, Erf 6045, Durbanville, Vierlanden, Durbanville, Cape, on Wednesday, 9 December 1992 at 14:00, to the highest bidder:

Erf 6045, Durbanville, in extent 1 276 square metres, held by T7534/1990, situate at Erf 6045, Durbanville, Vierlanden, Durbanville, Cape.

1. The following improvements are reported but not guaranteed:

Vacant land.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

#### Case 7551/92

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

**ABSA Bank Ltd**, trading as United Bank *versus* **Hester Josina Joubert**

The following property will be sold in execution at the site of the property, 16 Ray Court, Hofmeyer Street, Parow Valley, Cape, on Wednesday, 9 December 1992 at 13:00, to the highest bidder:

A unit consisting of:

(a) Section 20 as shown and more fully described on Sectional Plan SS125/1983 in the scheme known as Ray Court, in respect of the land and building or buildings situate at Parow Valley, in the Municipality of Parow, of which section the floor area according to the said sectional plan is sixty-seven (67) 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 ST125/1983 (20)(Unit) also known as 16 Ray Court, Hofmeyer Street, Parow Valley, Cape.

1. The following improvements are reported but not guaranteed:

*Sectional Title Unit:* Lounge, kitchen, bedroom, bathroom/toilet and balcony.

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 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

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**Case 3473/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus Eleanor Barbara Macleod*

The following property will be sold in execution at the site of the property, 3 Picasso Street, Panorama, Parow, Cape, on Wednesday, 9 December 1992 at 12:15, to the highest bidder:

Erf 2114, Parow, in extent 833 square metres, held by T73312/1990, situate at 3 Picasso Street, Panorama, Parow, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, bathroom/shower/toilet, bathroom/toilet, detached double garage and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

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**Case 11404/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus Fagmi Adams and Shireen Adams*

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 20764, Mitchells Plain, in extent 342 square metres, held by T19025/1988, situate at 22 High Street, Woodridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.



Case 22120/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Yusuf Tape**

The following property will be sold in execution on the steps in front of the main entrance to the Court-house, Iustitia Building, Parade Street, Cape Town, on Thursday, 10 December 1992 at 14:00, to the highest bidder:

Erf 16538, Cape Town at Salt River, in extent 111 square metres, held by T12245/1991, situate at 22 Kipling Street, Salt River, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-room, kitchen/dinette, three bedrooms, shower/toilet and loft room.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,75% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Case 41945/91

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Bubele Christopher April and Noyabatini Irine April**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 24083, Khayelitsha, in extent 262 square metres, held by T7130/1989, situate at 7 Cherry Close, Tembani Village, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, two bedrooms, kitchen 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 (plus interest at the current rate of 17,25% per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Case 15132/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd) *versus* **Hendrik Herman Frederik Welleman**

The following property will be sold in execution at the site of the property, 16 Alphen Road, Table View, Cape, on Thursday, 10 December 1992 at 10:00, to the highest bidder:

Erf 15347, Milnerton, in extent 841 square metres, held by T38392/1991, situate at 16 Alphen Road, Table View, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-area, kitchen, three bedrooms and two bathroom/shower/toilets.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

## Case 32839/91

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

**ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd) versus Azziza Moosa**

The following property will be sold in execution to be held on the steps in front of the main entrance to the Court-house, Iustitia Building, Parade Street, Cape Town, on Thursday, 10 December 1992 at 14:00, to the highest bidder:

Erf 11018, Cape Town at Woodstock, in extent 134 square metres, held by T76965/1990, situate 1 William Street, Woodstock, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen and two bedrooms.

*Outbuilding:* Shower/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 (plus interest at the current rate of 17,25% per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

## Case 14933/92

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

**ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd) versus Christopher Paul Williamson**

The following property will be sold in execution at the site of the property, 8 Shiraz Close, Table View, Cape, on Thursday, 10 December 1992 at 10:45, to the highest bidder:

Erf 14199, Milnerton, in extent 600 square metres, held by T39476/1991, situate at 8 Shiraz Close, Table View, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/kitchen, three bedrooms, bathroom/toilet, shower/toilet and double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

## Case 15853/92

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

**ABSA Bank Ltd, trading as United Bank versus Magdalena Elizabeth Volschenk**

The following property will be sold in execution at the site of the property, 8A Meerlust Street, Table View, on Thursday, 10 December 1992 at 11:30, to the highest bidder:

Erf 15343, Milnerton, in extent 584 square metres, held by T70627/1991, situate at 8A Meerlust Street, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Vacant land.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.



Case 6245/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd) *versus* **Japie Krige Visser**

The following property will be sold in execution at the site of the property, 14 Witsuikerbos, Bellville, Cape, 9 December 1992 at 11:15, to the highest bidder:

Erf 25422, Bellville, in extent 1 010 square metres, held by T76957/1990, situate at 14 Witsuikerbos, Bellville, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, TV-room, dining-room, bar, kitchen, guest toilet, dressing-room, three bedrooms, two bathrooms, double garage and carport, servant's room and en-suite and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Case 2808/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Andry Dippenaar and Sonja Dippenaar**

The following property will be sold in execution at the site of the property, 1 Tinktinkie Avenue, Nederburg, Kuils River, Cape, on Wednesday, 9 December 1992 at 10:30, to the highest bidder:

Erf 5429, Kuils River, in extent 783 square metres, held by T52468/1988, situate at 1 Tinktinkie Avenue, Nederburg, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms, dressing-room, bathroom/shower, toilet, store-room and attached single garage and double garage under construction.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck-Street, Cape Town.

Case 17374/90

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Sitoto Nicholus Gazi and Veronica Nomzama Gazi**

The Judgment Debtor's title and interest in the leasehold rights in respect of the following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 19101, Khayelitsha, in extent 184 square metres, held by TL37935/1989, situate at Erf 19101, Khayelitsha, Ekupumleni, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, kitchen, three 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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

## Case 1886/92

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

**ABSA Bank Ltd**, trading as United Bank, (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Henry Mervyn van Reenen, and Maud Maureen Margaret van Reenen**

The following property will be sold in execution at the site of the property, 34 St Lucia Crescent, Coniston Park, Retreat, Cape, on Wednesday, 9 December 1992 at 16:00, to the highest bidder:

Erf 124857, Cape Town at Retreat, in extent 479 square metres, held by T9968/1989, situate at 34 St Lucia Crescent, Coniston Park, Retreat, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17.25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

## Case 96/92

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

**ABSA Bank Ltd**, trading as United Bank, (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Bonita Elizabeth Bezuidenhout**

The following property will be sold in execution at the site of the property, 50 Fairbairn Street, Glencairn Heights, Cape, on Wednesday, 9 December 1992 at 15:00, to the highest bidder:

Erf 2117, Simon's Town, in extent 936 square metres, held by T1959/1991, situate at 50 Fairbairn Street, Glencairn Heights, Cape.

1. The following improvements are reported but not guaranteed: Vacant land.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17.25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

## Case 1/92

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

**ABSA Bank Ltd**, trading as United Bank, (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Neville van Rooy, and Roseline Joyce van Rooy**

The following property will be sold in execution in front of the Court-house for the district of Piketberg, on Wednesday, 9 December 1992 at 11:00, to the highest bidder:

Erf 1064 Piketberg, in extent 1 080 square metres, held by T1318/1986, situate at 1 Loop Street, Piketberg, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet. Single garage and servant's toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17.25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.



Case 3047/88

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

**ABSA Bank Ltd**, trading as United Bank, (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Julie Tamboer, and Louisa Viola Tamboer**

The following property will be sold in execution at the site of the property, 108 Tokai Street, Strand, Cape, on Tuesday, 8 December 1992 at 10:00, to the highest bidder:

Erf 13772, Strand, in extent 380 square metres, held by T19134/1988, situate at 108 Tokai Street, Strand, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17.25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Case 7200/90

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Moegamat Salie Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 69186, Cape Town, at Wynberg, in extent 596 square metres, held by T31021/1984, situate at 150 Sussex Road, Wynberg, Cape.

1. The following improvements are reported but not guaranteed: Double storey dwelling.

*Ground floor:* Entrance hall, lounge, dining-room, family room, kitchen, laundry, shower/toilet.

*First floor:* Five bedrooms, two bathrooms/shower/toilets, sauna, garage.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17.25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Case 39350/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Victor Anthony America and Constance America**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 6824, Grassy Park, in extent 440 square metres, held by T13130/1989, situate at 37 Woodville Road, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room/kitchen, three bedrooms, bathroom/toilet, en suite shower/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 (plus interest at the current rate of 17.25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

## Case 6584/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Shaukat Allie**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Remainder Erf 41291, Cape Town, at Athlone, in extent 479 square metres, held by T52907/1989, situate at 19 Taurus Road, Athlone, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, three kitchens, five bedrooms, bathroom/shower/toilet, toilet, bathroom/toilet, shower/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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

## Case 43364/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Michael John Mitchell Bourke-Wright**

The following property will be sold in execution at the site of the property, 7 Lowlands Avenue, Tokai, 7945, on Friday, 11 December 1992 at 11:00, to the highest bidder:

Erf 4416, Constantia, in extent 1 028 square metres, held by T178/1972, situate at 7 Lowlands Avenue, Tokai, 7945.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-room, kitchen, laundry, study, three bedrooms, bathroom/shower/toilet, detached double garage, servant's room, shower/toilet, 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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

## Case 1864/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Achmat Samuels and Chamila Samuels**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 1145, Weltevreden Valley, in extent 350 square metres, held by T57120/90, situate at 32 Louise Crescent, Weltevreden Glen, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, 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 (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.



Case 5066/89

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Harry Vincent Lakay, and Yvonne Lorraine Lakay**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 40691, Mitchells Plain, in extent 242 square metres, held by T9966/1988, situate at 34 Esther Crescent, Morgenster, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

Case 12993/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd), *versus* **Achmat Francis and Desire Francis**

The following property will be sold in execution at the site of the property, 9 Nahum Street, Rugby, Cape, on Thursday, 10 December 1992 at 09:00, to the highest bidder:

Erf 19345, Cape Town, at Rugby, in extent 595 square metres, held by T45977/1991, situate at 9 Nahum Street, Rugby, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, family room, kitchen, two bedrooms, bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

Case 2263/92

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Born Rite Investments CC**

The following property will be sold in execution at the site of the property, 105 La Fayette, corner of Main Road and Hall Road, Sea Point, Cape Town, on Thursday, 10 December 1992 at 12:30, to the highest bidder:

A unit consisting of:

(a) Section 21 as shown and more fully described on Sectional Plan SS28/1983 in the scheme known as La Fayette, in respect of the land and building or buildings situate at Sea Point West, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is ninety-nine (99) 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 Title ST28/1983 (21) (Unit), also known as 105 La Fayette, corner of Main Road and Hall Road, Sea Point, Cape Town.

1. The following improvements are reported but not guaranteed: Sectional title unit: Entrance, lounge, dining-room, kitchen, two bedrooms, bathroom/toilet, 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 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

## Case 1752/90

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Steven James Derek Wolmarans, and Dolores Dawn Wolmarans,**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 20654, Mitchells Plain, in extent 300 square metres, held by T42147/1987, situate at 30 Angel Crescent, Woodlands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

## Case 40447/91

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

**ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Claude Anthony Caswell, and Elizabeth Caswell**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 11 December 1992 at 10:00, to the highest bidder:

Erf 37001, Mitchells Plain, in extent 307 square metres, held by T47809/1989, situate at 159 Dennegeur Avenue, Strandfontein Village, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom, toilet, attached garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

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## NATAL

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## Case 166/91

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

In the matter between **KwaZulu Finance and Investment Corp. Ltd**, Plaintiff, and **Thuleleni Agnes Ngema**, Defendant

In pursuance of a judgment granted on 24 April 1991, 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 15 December 1992 at 09:00, in front of the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description:* Ownership Unit H2364, situate in the Township of Esikhawini, District of Ongoye, in extent eight hundred and eighty-five (885) square metres.

(b) *Street address:* Unit H2364, Esikhawini Township, District of Ongoye.

(c) *Property description* (not warranted to be correct): Single storey brick under tiled roof dwelling-house comprising of four bedrooms, lounge, dining-room, kitchen and two bathrooms. It is fully electrified and is on main sewer.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of October 1992.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.



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

In the matter between **KwaZulu Finance and Investment Corp. Ltd.**, Plaintiff, and **Vusumuzi Patrick Ndlovu**, Defendant

In pursuance of a judgment granted on 26 August 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 15 December 1992 at 09:00, in front of the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description*: Ownership Unit H2545, situate in the Township of Esikhawini, District of Ongoye, in extent six hundred and fifty (650) square metres.

(b) *Street address*: Unit H2545, Esikhawini Township, District of Ongoye.

(c) *Property description* (not warranted to be correct): Single storey blocks under tiled roof dwelling-house comprising of three bedrooms, lounge, kitchen, two bathrooms and garage. It is fully electrified and on the main sewer.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of October 1992.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

## Case 25199/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd.**, Plaintiff, and **M. R. Radebe**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 13 January 1992 and writ of execution 13 January 1992, the immovable property listed hereunder will be sold in execution on Friday, 4 December 1992 at 11:00, at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 2070, Stage 111, Imbali, in the District of Pietermaritzburg, Natal, in extent 477 square metres, held by virtue of Mortgage Bond 01057/85.

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

2. The following improvements on the property are reported, but not guaranteed:

Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 18,5% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/394/gd.)

## Case 2144/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd.**, Execution Creditor, and **Bizolakhe Robert Sithole**, Execution Debtor

Pursuant to a warrant of execution dated 18 February 1992, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, at 10:00 on Tuesday, 8 December 1992, in front of the Magistrate's Court, Wembezi.

Ownership Unit A1837, situate in the Township of Wembezi, situate in the District of Okhahlamba, Magisterial Area Estcourt, in extent eight hundred and seventy-five (875) square metres, and held under Deed of Grant 04921/89.

*Improvements*: Dwelling of blocks under corrugated iron roof comprising of three bedrooms, lounge, kitchen and outside toilet.

*Material conditions*:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated on the 26th day of October 1992.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, 81 Harding Street, P.O. Box 18, Estcourt. [Tel. (0363) 2-3133.]

## Case 1406/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Mbongeni Petros Mbatha**, Execution Debtor

Pursuance to a warrant of execution dated 6 December 1991, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal at 10:00, on Tuesday, 8 December 1992, in front of the Magistrate's Court, Wembezi:

Ownership Unit A1834, situated in the Township of Wembezi, Okhahlamba, District of Estcourt, in extent four hundred and sixty-five (465) square metres, and held under Deed of Grant G01102/90.

*Improvements:* Dwelling of blocks under corrugated iron roof comprising of two bedrooms, lounge, kitchen and outside toilet.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

*Dated:* 26 October 1992.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, Estcourt.

## Case 928/92

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Duma Gregorius Khanyile**, Execution Debtor

Pursuant to a warrant of execution dated 16 July 1992, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, at 10:00, on Tuesday, 8 December 1992, in front of the Magistrate's Court, Wembezi:

Ownership Unit A1627, situated in the Township of Wembezi, situate in the District of Okhahlamba, Magisterial Area Estcourt, in extent seven hundred and twenty five (725) square metres, and held under Deed of Grant 01421/89.

*Improvements:* Dwelling of blocks under corrugated iron roof comprising of three bedrooms, lounge, kitchen, toilet and bathroom.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

*Dated:* 26 October 1992.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, Estcourt.

## Case 642/92

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Buyiselo Stanley Gumbi**, Execution Debtor

Pursuance to a warrant of execution dated 9 July 1992 the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, at 10:00, on Tuesday, 8 December 1992, in front of the Magistrate's Court, Wembezi:

Ownership Unit 1245, situated in the Township of Wembezi, situate in the District of Estcourt, in extent two thousand nine hundred and seventy-three (2 973) square metres, as shown on General Plan BA 8/1969 and held under Deed of Grant 6670/19.

*Improvements:* One fire damaged house.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

*Dated:* 26 October 1992.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, Estcourt.



Case 1451/92

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Bhekisisa David Ntuli**, Execution Debtor

Pursuant to a warrant of execution dated 3 September 1992, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, at 10:00, on Tuesday, 8 December 1992, in front of the Magistrate's Court, Wembezi:

Ownership Unit A1726, situated in the Township of Wembezi, situate in the District of Okhahlamba, Magisterial Area of Estcourt, in extent seven hundred and twenty-five (725) square metres, and held under Deed of Grant 001385/89.

*Improvements:* One fire damaged house.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act 32 of 1944), as amended, and the rules made thereunder.
2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

*Dated:* 26 October 1992.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, Estcourt.

Case 771/92

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Thobile Iris Khuzwayo**, Execution Debtor

Pursuant to a warrant of execution dated 25 May 1992, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, at 10:00, on Tuesday, 8 December 1992, in front of the Magistrate's Court, Wembezi:

Ownership Unit A766, situated in the Township of Wembezi, situate in the District of Okhahlamba, Magisterial Area of Estcourt, in extent four hundred and sixty-five (465) square metres, and held under Deed of Grant G6511/86.

*Improvements:* Dwelling-house.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

*Dated on this 26th day of October 1992.*

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 37270/92

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

In the matter between **Eskom Finance Co. (Pty) Ltd**, Execution Creditor, and **Mbongeni Mzwakhe Mazibuko**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 18 August 1992, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* Site A156, in extent two hundred and forty (240) square metres as shown on General Plan PB 33/1989, situate in the Township of kwaMashu, District of Ntuzuma.

*Postal address:* Site 156, kwaMashu A1.

*Improvements:* Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning (the accuracy hereof is not guaranteed):* Special residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor), shall pay a deposit of 10% of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 19,75% per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam.

Dated at Durban this 26th day of October 1992.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Eskom/Sale/E37.)

#### Case 267/91

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

In the matter between **KwaZulu Finance and Investment Corp. Ltd**, Plaintiff, and **Mali Cyprian Ngwane**, Defendant

In pursuance of a judgment granted on 23 October 1991, 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 11 December 1992 at 10:00, in front of the Magistrate's Office, Melmoth.

1. (a) *Deeds office description*: Ownership Unit B60, situate in the Township of Ulundi, District of Mahlabatini, in extent one thousand three hundred and sixty-two (1 362) square metres.

1. (b) *Street address*: Unit B60, Ulundi Township, District of Mahlabatini.

1. (c) *Property description* (not warranted to be correct): Single storey brick under tile roof dwelling-house comprising of lounge, three bedrooms, kitchen, bathroom and garage. It is fully electrified and is on main sewer.

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, Magistrate's Court, Mahlabatini and at the office of the Sheriff of the Magistrate's Court, Rheinhold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of October 1992.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

#### Case 9784/91

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Execution Creditor, and **Jabulani Emmanuel Mtshali**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 10 December 1991, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description*: Ownership Unit E1369, in the Township of Ntuzuma, District of Ntuzuma in extent of 425 square metres, represented and described on General Plan PB 421/1986.

*Postal address*: E1369, Ntuzuma Township, kwaMashu, 4360.

*Improvements*: Brick under tile dwelling, comprising three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor), shall pay a deposit of 10% of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 21,75% per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 28th day of October 1992.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/M39.)



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

In the matter between **Small Business Development Corporation Ltd**, Plaintiff, and **Mohamed Farouk Vawda**,  
First Defendant, and **Sakina Vawda**, Second Defendant

In pursuance of a judgment in the Magistrate's Court, Chatsworth, held at Chatsworth, and a writ of execution, issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Court, Chatsworth, on 15 December 1992 at 10:00, at the front entrance to the Magistrate's Court, Justice Street, Chatsworth:

*Property description:* Subdivision 7690 of 7580, of the farm Chat Seven 14780, situate in the City of Durban, Administrative District of Natal, in extent 480 (four hundred and eighty) square metres, held by the Defendant in their names under Deed of Transfer T11700/1981.

*Postal address:* 92 Arena Park Drive, Arena Park, Chatsworth, 4092.

*Improvements:* Brick under tile roof dwelling, comprising of three bedrooms, kitchen, toilet, bathroom and verandha.

*Outbuilding:* Two rooms and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning:* Special residential (the accuracy hereof is not guaranteed).

*Material conditions:*

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 25% per annum, to the Plaintiff from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear rates, sewerage connection fee (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff at Justice Street, Chatsworth, and/or at the offices of the Plaintiff's attorneys at Suite 15, Havenside Shopping Complex, Havenside, Chatsworth, and interested parties are requested to contact the Plaintiff, whom may be prepared to grant loan facilities to an approved purchaser.

Dated at Chatsworth on this the 2nd day of November 1992.

Moodliar, Murugasen & Associates, Plaintiff's Attorneys, Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth, 4092. (Ref. OA/JP/S3/90.)

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, No. 86/04794/06, Plaintiff, and **S. D. Ntuli**, Defendant

In pursuance of a judgment granted on 7 August 1992, in the Court of the Magistrate, Umlazi, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Flagpole, Magistrate's Court, Umlazi, on Wednesday, 2 December 1992 at 10:00:

*Description:* Ownership Unit Z1617, in the Township of Umlazi, the District of Umlazi, more fully shown on General Plan PB684/1986, held under Deed of Grant G004858/88, dated 22 July 1988 and in respect of which deed of grant transfer was registered on 22 July 1988, in extent 450 (four hundred and fifty) square metres.

*Postal address:* Z1617 Umlazi Township, Umlazi.

*Improvements:* Brick and tile dwelling with electricity consisting of three bedrooms, dining-room, kitchen and bathroom. Surrounded with wire fencing.

*Town-planning zone:* Not available.

Nothing is guaranteed in the above respects.

*The sale shall be subject to the following conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.
2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff 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% per annum to the Execution Creditor and the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court at Umlazi.

5. Payment of Value Added Tax, which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 3rd day of November 1992.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti. (Ref. L. F. Olive.)

#### Case 43503/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Mohan Maharaj**, First Defendant, and **Binadevi Maharaj**, Second Defendant

In pursuance of a judgment granted on 20 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 11 December 1992 at 10:00, in front of the Magistrate's Court, Verulam:

*Description:* Lot 271, Hillgrove, situate in the City of Durban, Administrative District of Natal, in extent 231 (two hundred and thirty-one) square metres.

*Address:* 297 Hillgrove Drive, Hillgrove, Newlands West.

*Improvements:* Block under tile dwelling comprising of three bedrooms, lounge, kitchen and toilet with bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/MN/05N011340.)

#### Case 44116/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Sidney Selby Cele**, Defendant

In pursuance of a judgment granted on 10 September 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 11 December 1992 at 10:00, in front of the Magistrate's Court, Verulam:

*Description:* Ownership Unit P259, of Site 63, a portion of Site 35, in the Township of kwaMashu P, in the District of Ntuzuma, in extent 160 (one hundred and sixty) square metres.

*Address:* Ownership Unit P259, kwaMashu P.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/MN/05N011346.)

#### Case 5/90

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

In the matter between **Allied Building Society Ltd**, Plaintiff, and **H. C. L. Niemach**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 6 February, 1990 and a warrant of execution, the undermentioned property will be sold in execution on 10 December 1992 at 11:00 in front of the Magistrate's Court, Weenen:

Remainder of Subdivision 55 (of 4) of Lot 142, Weenen, situate in the Weenen Town Board Area, Administrative District of Natal, in extent one comma eight eight eight three (1,8883) square metres held by Deed of Transfer T2591/88.

*Material conditions:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.



2. The purchaser shall pay 10% of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Magistrate, Weenen.

Dated at Ladysmith on this the 5th day of November, 1992.

Christopher Walton and Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith. (Ref. IWG/LK 04A001049.)

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**Case 8626/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **ABSA Bank Ltd**, No. 86/04794/06, Plaintiff and **Sivalingam Naidoo**, First Defendant, and **Mandy Rose Naidoo**, Second Defendant

In pursuance of a judgment granted on 28 September 1992, 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 11 December 1992 at 10:00 in front of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Lot 1173, Hillgrove, situate in the City of Durban, Administrative District of Natal, in extent (473) four hundred and seventy-three square metres.

*Street address:* 34 Springhill Road, Hillgrove.

*Improvements:* Block under tile dwelling, consisting of three bedrooms, lounge with dining-room, kitchen, toilet, bathroom, light and water facilities.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town planning zoning:* Special residential.

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% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam, at Moss Street, Verulam.

Dated at Durban this 4th day of November, 1992.

Strauss Daly, Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z09004/JW.)

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**Case 7684/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **ABSA Bank Ltd**, No. 86/04794/06, Plaintiff, and **Jagadheesan Govindasamy**, First Defendant, and **Subbamma Govindasamy**, Second Defendant

In pursuance of a judgment granted on 27 August 1992, 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 11 December 1992 at 10:00 in front of the Magistrate's Court Building, Moss Street, Verulam.

*Description:* Lot 823 Whetstone, situate in the City of Durban, Administrative District of Natal, in extent (200) square metres.

*Street address:* Unit 11, 16 Lockstone Place, Phoenix.

*Improvements:* Block under tile semi detached flat, consisting of three bedrooms, lounge, kitchen, toilet, bathroom, light and water facilities.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

*Town planning zoning:* Special residential.

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% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam at Moss Street, Verulam.

Dated at Durban this 30th day of October, 1992.

Strauss Daly, Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z08822/jw.)

#### Case 28291/91

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

In the matter between **Natal Building Society Ltd**, Execution Creditor, and **Eric Jasper Reginald Vurden**, First Execution Debtor, and **Megalashantha Vurden**, Second Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate Durban, and writ of execution dated 18 September 1992, the immovable property listed hereunder will be sold in execution at 10:00 on 11 December 1992 at the front entrance, Magistrate Court, 11 Chancery Lane, Pinetown to the highest bidder.

*Description:* Lot 3721 Reservoir Hills (Extension 15) situate in the City of Durban, Administrative District of Natal; in extent nine hundred and seventy-one (971) square metres.

The immovable property is situate at 6 Karley Close Reservoir Hills, Durban.

*Zoning:* Special residential.

*Improvements:* A brick under tile dwelling comprising master bedroom en suite, two bedrooms, lounge, kitchen, bathroom and toilet; granny flat comprising bedroom, lounge, kitchen and bathroom and toilet.

Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

*Possession:* Vacant possession is not guaranteed; premises are occupied at present.

*Material conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the Title Deed insofar as same may be applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's Attorneys and furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any Bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the Office of the Sheriff of the Magistrate's Court, Pinetown, 1 Samkit Centre, 62 Caversham Road, Pinetown. [Tel. (031) 72-5211.] (Ref. Mr Holliday/cg.)

Dated at Durban, this 3rd day of November 1992.

D. Swanepoel, for Chapman Dyer Miles & Moorhead Inc., Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Tel. 304-2511.) (Ref. PEP BAP 10 C 74/91.)

#### Case 2592/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Abednego Mzoxolo Ngongo**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the Defendant, will be sold in execution on 10 December 1992, at 10:30, in front of the Magistrate's Court, Barker Street, Kokstad, Natal, to the highest bidder for cash:

Leasehold of Lot 909 Bhongweni, Administrative District of Mount Currie, in extent 296 square metres, held by Certificate of Registered Grant of Leasehold No. T19/92.



The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at 909 Bhongweni, Kokstad, Natal.
2. The property has been improved by the construction of a brick under tile dwelling comprising of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet. The outbuildings consist of garage attached to north side of dwelling.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 4th day of November 1992.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (LRM/cch/G.1.)

Case 672/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LIONS RIVER HELD AT HOWICK

In the matter between **Borough of Howick**, Execution Creditor, and **K. S. Alford**, Execution Debtor

In pursuance of a judgment granted on 8 September 1992, and warrant of execution, dated 6 October 1992, the following property will be sold at 12 Campbell Road, Howick, on 18 December 1992 at 10:00, to the highest bidder:

15 Wapenaar Road, Merrivale, Natal, also known as Lot 513, Merrivale, situated in the Borough of Howick, Administrative District of Natal, in extent 0,3980 square metres.

Dated at Howick this 27th day of October 1992.

Will & Drummond, 13 Main Street, Howick.

Case 2881/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Graham Howard Cook**, First Defendant, and **Joseph Francois Marc Arde**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Thursday, 22 October 1992, in the abovenamed suit, the following immovable property will be sold by public auction by the Deputy Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, at 09:00 on Friday, 4 December 1992, on conditions which will be read out by the Deputy Sheriff before the sale, and which conditions are in the possession of the Deputy Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, namely:

Subdivison 4 of Lot 2111, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and sixty-six (766) square metres, which property is physically situate at 116 Greyling Street, Pietermaritzburg, and which property is held by the abovenamed Defendants under and by virtue of Deed of Transfer T2168/92.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house, brick under tile, comprising of an entrance hall, lounge, dining-room, three bedrooms, kitchen, scullery, bathroom with toilet and a shower with toilet. There is an outbuilding comprising of servant's quarters and a shower with 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 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 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 17,25 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 23rd day of October 1992.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 16894/90

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

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Velaphi Dionis Mtshali**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Pietermaritzburg, dated 28 August 1990, the following immovable property will be sold in execution on 4 December 1992 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Unit 845 in the Township of Edendale N Unit 13, County of Pietermaritzburg, Administrative District of Natal, in extent six hundred and sixty-seven (667) square metres, represented and described on General Plan BA294/1976, situated at Site 845, Edendale N, Unit 13, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of brick under concrete tile roof, consisting of four bedrooms, two bathrooms, kitchen, lounge and dining-room.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 2nd day of November 1992.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

#### Case 12585/92

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Mavis Lindiwe Zungu**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Pietermaritzburg, dated 26 June 1992, the following immovable property will be sold in execution on 4 December 1992 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

1734 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

*Material conditions of sale:*

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 4th day of November 1992.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

#### Case 13607/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Dhroputhmathnd Dhroputhmathie Singh**, First Execution Debtor, and **Devanand Sonny Singh**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 20 July 1992, the following immovable property will be sold in execution on 4 December 1992 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3997 (of 3814) of the farm Northdale 14914, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and ninety-three (293) square metres, situated at 118 Regina Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling constructed of concrete under asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 4th day of November 1992.

aritzburg this 4th day of November 1992.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G127.)



Case 18045/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Harichandrama Sivnarain Singh**, First Execution Debtor, and **Padmawathi Singh**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg dated 7 September 1992, the following immovable property will be sold in execution on 9 December 1992 at 11:00, at the Sheriff's sale room, 277 Berg Street, e Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1 of Lot 44, Greytown, situate in the Borough of Greytown, Administrative District of Natal, in extent one thousand three hundred and forty-nine (1 349) square metres, situated at 251 York Street, Greytown.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of brick under iron roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, laundry and carport.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid 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, 119 Voortrekker Street, Greytown, 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, 119 Voortrekker Street, Greytown, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of November 1992.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G160.)

Case 19269/91

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

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Paulus Petrus Naudé**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 26 September 1991, the following immovable property will be sold in execution on 4 December 1992 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 211 of Lot 1771, Pietermaritzburg, sll Subdivision 211 of Lot 1771, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and eighty-six (486) square metres, situated at 53 Jeffries Road, Westgate, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of concrete under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and a kitchen, lounge, dining-room and a carport.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 30th day of October 1992.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G665.)

Case 22055/91

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

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Chunderdeep Orie**, First Execution Debtor, and **Gengamah Orie**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 19 November 1991, the following immovable property will be sold in execution on 4 December 1992 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 229 (of 164) of Lot 1774, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and ninety-seven (297) square metres, situated at 89 Jinnah Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of concrete under asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 21st day of October 1992.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

#### Case 19421/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Mandla Patrick Kheswa**, First Execution Debtor, and **Busisiwe Angelina Kheswa**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 18 September 1992, the following immovable property will be sold in execution on 4 December 1992 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit Site 1931 (Imbali I) in the Township of Edendale, District of Pietermaritzburg, in extent two hundred and seventy-nine (279) square metres, represented and described on General Plan 71/80, situate at Site 1931, Imbali I, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of concrete under asbestos roof, consisting of two bedrooms, kitchen, lounge and outside bathroom.

*Material conditions of sale:* The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 30th day of October 1992.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg, G168.

#### Case 1326/88

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Berg Builders Suppliers CC**, Plaintiff, and **Patrick M. Zondi**, Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, without reserve, will be held by the Sheriff of the Supreme Court at 12 Campbell Road, Howick on Friday, 4 December 1992 at 10:00, of the following immovable property on conditions to be read out by the auctioneer at the time of the sale:

Ownership Unit A2452, situate in the Township of Mpophomeni, Administrative District of Natal, in extent 325 square metres.

Held by the Defendant under Deed of Grant T1809/87.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. A2452 Mpophomeni Township, Merrivale.
2. Brick under asbestos dwelling consisting of two bedrooms, dining-room, kitchen, bathroom and toilet.
3. The town-planning zoning of the property is residential.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Howick at 12 Campbell Road, Howick, Natal.

Dated at Pietermaritzburg 6th November 1992.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. MF/15B0952/91.)

#### Case 8399/92

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

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **Dereck Harold Williams**, Execution Debtor

In pursuance of a judgment granted on 23 September 1992 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, 11 December 1992 at 10:00, in front of the Magistrate's Court, Pinetown, to the highest bidder:

*Description:* A certain piece of land being:

Lot 204, Chelmsfordville, situate in the Township of Gillitts and in the Pinetown Regional Water Services Area, Administrative District of Natal, measuring four thousand seven hundred and seventy-four (4 774) square metres.



Now known as Lot 204, Chelmsfordville, situate in the Township of Gillitts and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent four thousand seven hundred and seventy-four (4 774) square metres.

*Postal address:* 21 Minerva Drive, Gillitts, Pinetown.

*Improvements:* Brick under tile dwelling consisting of entrance hall, lounge, dining-room, family room, study, kitchen, pantry, laundry, bar, 3 bedrooms, bathroom, bathroom/toilet/shower, separate toilet, two garages, servants' quarters, toilet and shower.

*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) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 301-303 United Building, 33 Crompton Street, Pinetown, 3610. (Ref. CMK/sc/U02958/Mrs Sutton.)

#### Case 2254/91

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

In the matter between **United Bank Ltd**, No. 86/04794/06, Execution Creditor, and **Charles Patrick**, First Execution Debtor, and **Esther Sally Patrick**, Second Execution Debtor

In pursuance of a judgment granted on 13 June 1991 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 15 December 1992 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

*Description:* A certain piece of land being:

Sub 472 (of 337) of the Farm Chat Seven 14780, situate in the City of Durban, Administrative District of Natal, in extent two hundred and twenty-one (221) square metres.

*Postal address:* House 58, Road 707, Montford, Chatsworth.

*Improvements:* Semi detached double storey face brick under asbestos roof dwelling comprising of:

Upstairs: Three bedrooms fully carpeted leading to balcony, toilet and bathroom tiled. Downstairs: Lounge, fully carpeted leading to balcony, dining-room carpeted, kitchen with built-in cupboards and fully tiled, toilet with wash basin fully tiled and garage with balcony.

*Town-planning:* Zoning: Special residential 180; special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, c/o Ash Haripersad & Partners, First Floor, Montford Service Station, 160 Road 701, Chatsworth. (Ref. CMK/sc/U02012/Mrs Sutton.)

#### Case 372/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Mfanawempi Khohlwangenza Kubisa**, Defendant

In pursuance of a judgment on 16 January 1992 in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 December 1992 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 BB333, in extent 663 square metres, situate in the Township of Umlazi, represented and described on General Plan PB 409/1984, held by virtue of Deed of Grant G6885/86.

*Physical address:* Ownership Unit BB333, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey maxi brick and tile dwelling comprising of a kitchen, dining-room, lounge, three bedrooms, two bathrooms and two w.c.'s. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 20% 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 4th November, 1992.

Strauss Daly, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z73798/35.)

#### Case 8669/92

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

In the matter between **Nedperm Bank Ltd**, formerly trading as S.A. Permanent Building Society, Plaintiff, and **Gayathree Ramgoolam**, Defendant

In pursuance of a judgment granted on 16 March 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 10 December 1992 at 10:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban.

*Description of property:* Lot 8 of Lot M Clairmont Estate 11217, situate in the City of Durban, Administrative District of Natal in extent one thousand three hundred and sixty eight (1 368) square metres.

*Consisting of:* Lounge, three bedrooms, TV room, kitchen, dining-room, toilet, toilet with bathroom, outbuilding, double garage, servants' quarters with shower.

*Postal address:* 9 Burdwan Road, Merebank.

*Zoning:* Residential area.

Nothing in the above is guaranteed.

- 1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.
2. The purchaser shall be liable for payment of interest at the rate of 19,25% per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 101 Legaton Building, 40 St George's Street, Durban.

S. Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/624.)

#### Case 47853/92

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

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, Plaintiff, and **Fridolina Amos**, Defendant

In pursuance of a judgment granted on 1 October 1992, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 December 1992 at 10:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban:

*Description of property:* Lot 234, Austerville, situate in the City of Durban, Administrative District of Natal, measuring one hundred and eighty-six (186) square metres.

*Consisting of:* Block asbestos, lounge, kitchen, bedroom, toilet and shower.

*Postal address:* 78 Woodville Road, Wentworth.

*Zoning:* Residential area.

Nothing in the above is guaranteed.



1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 20% per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 101 Legaton Building, 40 St George's Street, Durban.

S. Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/759.)

Case 1999/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedperm Bank Ltd**, (Reg. No. 51/00009/06), Plaintiff, and **Norman Arnison Investments (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 4 February 1992 in the Court of the Magistrate, Scottburgh and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Main Entrance Magistrate's Court, Scott Street, Scottburgh at 10:00, on 4 December 1992.

*Description:* (a) Section 1 as shown and more fully described on Sectional Plan SS296/1982 in the building or buildings known as Quatro situate at Scottburgh of which the floor area according to the said sectional plan is 158 (one hundred and fifty-eight) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described with the participation quota of the said section held under Certificate of Registered Sectional Title ST296/1982 (1) (Unit) dated 23 November 1982.

*Postal address:* 1 Quatro, 5 Dududu Road, Freeland Park, Scottburgh.

*Improvements:* A brick and tile, double storey sectional title, carpeted dwelling in extent of 158 square metres consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room and garage.

*Town planning zone:* General Residential 2.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 22% per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both date inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court at Scottburgh.

5. Payment of Value Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 4th day of November 1992.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti; C. J. Moggridge, First Floor, Surfer's Paradise Building, Scott Street, Scottburgh. (Ref. L. F. Olive.)

Case 54/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedperm Bank Ltd** (Reg. No. 51/00009/06), Plaintiff, and **Primrose Betty Davis**, Defendant

In pursuance of a judgment granted on 5 February 1992, in the Court of the Magistrate, Scottburgh, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, on Friday, 4 December 1992 at 10:00:

*Description:* Lot 221, Pennington, situate in the Pennington Health Committee Area and in the Umzinto Regional Water Services Area, County of Alexandra, Province of Natal, in extent one thousand and sixty-six (1 066) square metres. First transferred by Deed of Transfer 15953/1964, with diagram annexed and held by Deed of Transfer 21761/1982.

*Postal address:* 221 Gerald Avenue, Pennington, 4184.

**Improvements:** Face brick and cement under tiles split level dwelling consisting of upper level, small entrance balcony, kitchen, lounge/dining-room combined, three bedrooms, with main en suite, full bathroom, partially enclosed balcony with seaview views, right angular staircase, lower level, entrance foyer, lounge/dining-room combined, bedroom, bathroom with toilet and double garage.

**Town planning zone:**

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 22% per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both date inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court at Scottburgh, Scott Street, Scottburgh.

Dated at Amanzimtoti on this the 11th day of June 1992.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti. C/o C. J. Moggridge, First Floor, Surfers Paradise Building, 145 Scott Street, Scottburgh. (Ref. L. F. Olive.)

Case 1745/92

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Cassim Essack Peerbhai**, First Defendant, and **Shamima Peerbhai**, Second Defendant

Pursuance to a judgment of the above-mentioned Honourable Court dated 13 July 1992, the undermentioned immovable properties will be sold by the Sheriff, Pietermaritzburg, by public auction on 4 December 1992 at 08:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable properties are:

1. Subdivision 251 of Lot 3229, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 209 (two hundred and nine) square metres, and

2. Subdivision 600 of Lot 481 of the farm Northdale 14914, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 334 (three hundred and thirty-four) square metres.

**Postal addresses:**

1. 6 Cassimjee Road, Northdale, Pietermaritzburg, Natal, and

2. 24 Jupiter Road, Northdale, Pietermaritzburg, Natal.

**Improvements:**

1. 6 Cassimjee Road, Northdale, Pietermaritzburg, Natal: Single storey dwelling, block under asbestos, bedroom, kitchen and outbuildings consist of toilet.

2. 24 Jupiter Road, Northdale, Pietermaritzburg, Natal: Single storey dwelling, block under asbestos, lounge, two bedrooms, bathroom, toilet, kitchen and no outbuildings.

**Zoning:** Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 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 21,20% per annum from 1 July 1992, 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 properties 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 3rd day of November 1992.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0066/92.)



Saak 1745/92

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Natale Provinsiale Afdeling)

In die saak tussen **Eastern Province Bouvereniging**, Eiser, en **Cassim Essack Peerbhai**, Eerste Verweerder, en **Shamima Peerbhai**, Tweede Verweerder

Kragtens 'n uitspraak van die bogenoemde Agbare Hof gedateer 13 Julie 1992, sal die ondergenoemde vaste eiendom per openbare veiling verkoop word deur die Balju, Pietermaritzburg, op 4 Desember 1992 om 08:30, by die Balju se Kantoor, 5 Courtyard, Derek Hall, Loopstraat 172, Pietermaritzburg:

Die vaste eiendom is:

1. Onderverdeling 251 van 3229, Pietermaritzburg, geleë in die stad Pietermaritzburg, administratiewe distrik Natal, groot 209 (tweehonderd en nege) vierkante meter, en
2. Onderverdeling 600 van 491 van die plaas Northdale 14914, geleë in die stad Pietermaritzburg, administratiewe distrik Natal, groot 334 (driehonderd vier-en-dertig) vierkante meter.

Posadresse:

1. Cassimjeeuweg 6, Northdale, Pietermaritzburg, Natal, en
2. Jupiterweg 24, Northdale, Pietermaritzburg, Natal.

Verbeteringe:

1. Cassimjeeuweg 6, Northdale, Pietermaritzburg, Natal: Enkelverdiepinggebou, sementblokke onder asbes, slaapkamer, kombuis, buitegeboue en toilet.
2. Jupiterweg 24, Northdale, Pietermaritzburg, Natal: Enkelverdiepinggebou, sementblokke onder asbes, sitkamer, twee slaapkamers, badkamer, toilet, kombuis, en geen buitegeboue.

Sonering: Woon.

Die voorwaardes van verkoping, wat besigtig kan word gedurende normale kantoorure by die Balju se Kantoor, 5 Courtyard, Derek Hall, Loopstraat 172, Pietermaritzburg, Natal, maak onder andere voorsiening vir die volgende.

1. Die koper moet 'n deposito van 10% van die koopprys in kontant betaal op datum van verkope aan die Balju.
2. Die balans van die koopprys tesame met rente teen die koers van 21,20% per jaar vanaf 1 Julie 1992, maandeliks vooruit saamgestel op die bedrag van die Eiser se uitspraak soos dit is op die dag van die verkoping, of op die balans van die koopprys, watter een van die twee ookal die grootste is, watter rente bereken word vanaf die datum van verkope tot datum van registrasie van oordrag van die eiendom in die naam van die verkoper albei dae ingesluit moet deur 'n bank- of bouverenigingwaarborg verseker word. Hierdie waarborg moet deur die Eiser se prokureurs goedgekeur word en aan die Balju verskaf word binne veertien (14) dae na datum van verkope. Hierdie waarborg sal onherroeplik wees en nie onderhewig aan ontrekking deur die bank of bouvereniging wat dit uitgereik het nie.

Gedateer te Pietermaritzburg op die 3de dag van November 1992.

Shepstone & Wylie Tomlinsons, Eiser se Prokureurs, Pietermaritzstraat 199, Pietermaritzburg. (Verw. WONJ/LJ/87/E0066/92.)

Case 58172/90

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

In the matter between **Eastern Province Building Society**, Execution Creditor, and **Jayshree Choudree**, First Execution Debtor, and **Rabindranath Choudree**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Durban, dated 15 October 1991, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 December 1992 at 14:00, at the front entrance, Magistrate's Court Building, Somtseu Road, Durban, to the highest bidder:

*Description:* Subdivision 235 of Lot 316, Duikerfontein, situate in the City of Durban, Administrative District of Natal, in extent 734 square metres and held under Deed of Transfer T12985/1990.

*Postal address:* 24A Devshi Drive, Effingham Heights, Durban.

*Improvements* (but nothing is guaranteed in respect thereof): Brick under tile dwelling consisting with awning and patio consisting of lounge, kitchen with built-in Kelvinator eye-level oven and hob, dining-room, bathroom with toilet and wash basin, three bedrooms, toilet with shower.

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. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale.
4. The purchaser shall be liable for payment of interest at the rate of 19,45% per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall pay transfer costs including arrear and current levy and mortgage bond instalments, sewerage connection fees (if any), taxes and other charges necessary to effect transfer, upon request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 28th day of October 1992.

Norman MacRitchie & Craig Buck, Judgment Creditor's Attorneys, 1501 Metal Industries House, Ordnance Road, Durban. (Ref. N. J. McRitchie/jst/ZE0007/2.)

#### Case 597/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Samson Mpiyakhe Zulu**, Defendant

In pursuance of a judgment granted on 26 August 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 December 1992 at 11:00, in front of the Magistrate's Court, Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B625, situate in the Township of Sundumbili, District of Inkanyezi.

1. (b) *Street address*: Unit B625, Sundumbili Township, District of Inkanyezi.

1. (c) *Property description* (not warranted to be correct): Single storey blocks under asbestos roof dwelling-house comprising of two bedrooms, lounge, kitchen and bathroom. It is on main sewer.

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, Magistrate's Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Stanger.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 4th day of November 1992.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

#### Case 784/91

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Nathaniel Ntuli**, Defendant

In pursuance of a judgment granted on 9 July 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 December 1992 at 11:00, in front of the Magistrate's Court, Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit A188, situate in the Township of Gezinsila, District of Inkanyezi, in extent three hundred and twenty-five (325) square metres.

1. (b) *Street address*: Unit A188, Ginzinsila Township, District of Inkanyezi.

1. (c) *Property description* (not warranted to be correct): Single storey brick under asbestos roof dwelling-house, comprising of two bedrooms, lounge, kitchen and outside toilet.

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, Magistrate's Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Stanger.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 3rd day of October 1992.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

#### Case 633/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Elvis Derrick Masikane**, Defendant

In pursuance of a judgment granted on 26 August 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 December 1992 at 11:00, in front of the Magistrate's Court, Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1959, situate in the Township of Sundumbili, District of Inkanyezi, in extent three hundred (300) square metres.

1. (b) *Street address*: Unit B1959, Sundumbili Township, District of Inkanyezi.

1. (c) *Property description* (not warranted to be correct): Single storey blocks under tiled roof dwelling-house, comprising of two bedrooms, lounge, kitchen and a bathroom. It is fully electrified and on main sewer.



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, Magistrate's Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Stanger.
  3. The sale shall be by public auction without reserve to the highest bidder.
- Dated at Empangeni this 3rd day of November 1992.
- Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Saak 5058/91

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

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Themba Tshepo Dumisani Mdlalose**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 16 Oktober 1992, sal die ondervermelde eiendom op 2 Desember 1992 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteik aan die hoogste bieder vir kontant verkoop word, naamlik:

*Sekere*: Unit 9320 (1) Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 3de dag van November 1992.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1867/92

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

In die saak tussen **Trust Bank van Afrika**, Eksekusieskuldeiser, en **H. J. van Niekerk**, Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir beslaglegging gedateer 11 September 1992, sal die volgende onroerende eiendom geregteik verkoop word op Woensdag, 9 Desember 1992 om 11:00, voor die Landdroshofgebou, Kerkstraat, Vryheid, naamlik:

Onderverdeling 2 van Erf 188, Vryheid, geleë in munisipale gebied Vryheid, Administratiewe distrik Vryheid, groot 2 141 vierkante meter, geleë te Heerenstraat 183, Vryheid, gehou kragtens Transportakte T9212/89, onderworpe aan die beperkende voorwaardes vervat in die titel (hierna genoem die eiendom).

Die volgende inligting word verstrek maar geen waarborg word in die verband gegee nie.

*Verbeterings*: Woonhuis en gebruiklike buitegeboue.

*Vernaamste verkoopvoorwaardes*:

1. Die eiendom sal verkoop word sonder reserweprys aan die hoogste bieder.
2. Die veiling sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig, en aan enige beperkende voorwaardes vervat in die titelakte van die eiendom.
3. Die koper sal tien persent (10%) van die koopprys betaal onmiddellik na die verkoping en die balans sal betaalbaar wees teen registrasie van die eiendom in die naam van die koper. Die koper sal verplig wees om binne 14 dae na die datum van verkoping die Balju of die Eksekusieskuldeiser se prokureurs te voorsien van bank- of bougenootskapwaarborg vir die balans, tesame met enige rente wat aan 'n preferente skuldeiser betaalbaar is vanaf die datum van verkoping van die eiendom tot datum van oordrag daarvan.
4. Die koper sal aanspreeklik wees vir die betaling van rente aan enige preferente skuldeiser vanaf die datum van die verkoping van die eiendom tot die datum van oordrag daarvan.
5. Die koper sal aanspreeklik wees vir die betaling van alle erfbelasting, water- en ligtegelde en/of ander munisipale heffings soos verskuldig op datum van verkoping.
6. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word kan besigtig word by die kantoor van die Balju, Vryheid, en/of by die kantore van die Eksekusieskuldeiser se prokureurs, te Landdroststraat 153, Vryheid.

Geteken te Vryheid hierdie 4de dag van November 1992.

C. A. F. Froneman, vir Uys & Vennote, Prokureurs vir Eksekusieskuldeiser, Landdroststraat 153, Posbus 231, Vryheid. (Verw. mnr. Froneman T695.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **David Robert Chappell**, Defendant

1. The following sectional title properties shall be sold individually by the Sheriff for the Supreme Court, Verulam, on Friday, 4 December 1992 at 10:00, at the front entrance to the Magistrate's Court Building, corner of Moss and Groom Streets, Verulam, to the highest bidder without reserve:

1.1 A unit consisting of section 1, as shown and more fully described on Sectional Plan 234/91, in the building or buildings known as Aqua Marina, situate at Umhloti, of which section the floor area, according to the said sectional plan is 179 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 by Defendant under Certificate of Registered Sectional Title ST234/91 (1) (Unit), situated on the Lower Ground Floor of Aqua Marina, 1 Marina Drive, Umhloti, Natal, and believed to be numbered Flat 1A.

1.2 A unit consisting of section 2, as shown and more fully described on Sectional Plan 234/91, in the building or buildings known as Aqua Marina, situate at Umhloti, of which section the floor area, according to the said sectional plan is 178 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 by Defendant under Certificate of Registered Sectional Title ST234/91 (2) (Unit), situated on the Upper Ground Floor of Aqua Marina, 1 Marina Drive, Umhloti, Natal, and believed to be numbered Flat 1.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The land on which the building/s are erected is zoned general residential.

2.2 Section 1 is situated on the lower ground floor and comprises an entrance hall, separate toilet, dining-room, lounge, two bedrooms (main en-suite with bath, shower and toilet), patio doors, kitchen and scullery.

2.3 Section 2 is situated on the upper ground floor and comprises a lounge/dining-room, three bedrooms, family bathroom, shower, toilet, kitchen, balcony, garage, car-port and servants' quarters.

3. Terms:

3.1 The purchaser shall be bound by the provisions of and rules made under Sectional Titles Act (66/1971 or 95/1986), as amended, or as substituted and as applicable;

3.2 the successful bidder is required to pay the deposit of 10% 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) of the balance, with a maximum of R6 000] in cash, or by bank, bank-guaranteed cheque or bank letter of authority on conclusion of the bidding;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 3rd day of October 1992.

J. M. Koch, for John Koch & Company, Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.730/D11.)

Cae 5959/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Execution Creditor, and **Patrick William Peters**, First Execution Debtor, and **Maureen Peters**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 29 July 1992, the property listed hereunder will be sold in execution on 11 December 1992 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 1562, Queensburgh, situate in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand six hundred and forty (1 640) square metres.

Postal address: 100 Dipdale Road, Queensburgh, Natal.

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

A single storey brick and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., single garage and servant's room with w.c.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% 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 3rd day of November 1992.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N0984/92.)



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

In die saak tussen **Allied Bouvereniging Bpk.**, Eksekusieskuldeiser, en **Sanderagasen Moodalear en Vijayalakshmi Perumall Moodalear** (getroud binne gemeenskap van goedere), Eksekusieskuldenaars

Ingevolge 'n vonnis toegestaan in bovermelde Agbare hof en daaropvolgende lasbrief vir eksekusie gedateer 15 Oktober 1992, sal die onroerende eiendom synde Onderverdeling 4 van Erf 1087, Newcastle, geleë te Lavenderstraat 5B, Lennoxton, Newcastle, geregtelik verkoop word op 2 Desember 1992 om 10:00, te die voorportaal van die Landdroshof, Murchisonstraat, Newcastle.

Die eiendom bestaan uit 'n woonhuis met ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet, aparte toilet, enkelmotorhuis en bediendekamer met toilet.

Geen van die verbeteringe op die eiendom is gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Yorkstraat 36, Newcastle, en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof, Newcastle, by wyse van openbare veiling aan die hoogste bieder verkoop word, vir kontant, maar sodanige verkopings is onderhewig aan bekragtiging deur die Vonnisiskuldeiser of sy prokureurs, binne 10 dae vanaf datum van verkoping, en is verder onderhewig aan die voorwaardes soos uiteengesit in artikel 66 (2) van Wet 32 van 1944, soos gewysig.

2. Die koper sal 'n deposito betaal van 10% van die koopprijs op ondertekening van die verkoopvoorwaardes en die balans van die koopprijs plus rente teen 20,75% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word aan die Eksekusieskuldeiser se prokureurs binne veertien (14) dae vanaf die datum van verkoping.

3. Die koper sal die afslaer se koste betaal op datum van verkoping.

Gedateer te Newcastle hierdie 29ste dag van Oktober 1992.

J. Oberholster, vir De Jager Kloppers & Steyn, Prokureurs vir Eksekusieskuldeiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle. (Verw. OA 0064/Allied 33/isf.)

## Case 349/89

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Nhlanhla Walter Shabalala**, Defendant

In pursuance of a judgment granted on 16 March 1990 in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 11 December 1992 at 10:00 at the Main South Entrance to the Magistrate's Court, Umbumbulu (near the National and KwaZulu Flag Post) to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit 1374, in extent 351,4 square metres, situate in the Township of KwaMakutha, represented and described on General Plan BA35/1966, held by virtue of Deed of Grant No. 24.

*Physical address:* Ownership Unit 1374, KwaMakutha Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A double-storey brick and slate dwelling comprising of a kitchen, dining-room, lounge, four bedrooms, two bathrooms and two w.c. Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% 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, Umbumbulu.

Dated at Durban this 2 November 1992.

Strauss Daly, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05137/26.)

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

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Thembuyise Dlamini**, Execution Debtor

In pursuance of a judgment granted on 23 July 1990, in the Magistrate's Court for the District of Pinetown, held at pinetown and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 4 December 1992, at the front entrance, Magistrate's Court, Chancery Lane, Pinetown at 10:00.

*Description:* Lot 399 Klaarwater, situate in the Administrative District of Natal, in extent 400 square metres, held by the Defendant under Grante of Leasehold TL2079 and situate at 2044, 37th Avenue, P.O. Clernaville, 3602.

*Street address:* 2044, 37th Avenue, P.O. Clernaville, 3602.

*Improvements:* Brick and asbestos house, consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

*Zoning:* General residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten percent (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 22,75% per annum to the bondholder, Nedperm Bank Ltd, 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 29th day of October 1992.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban; Newmans C. E. G., 4 Prische House, 14-18 Church Road, Westville. (Ref. Mr Pentecost.)

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Athena Investments (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 18 December 1990, in the Magistrate's Court for the District of Durban held at Durban the property listed hereunder will be sold in execution on Tuesday, 8 December 1992, at 10:00, in front of the Magistrate's Court, Somsue Road, Durban.

*Description:* Section 8 as shown and more fully described on Sectional Plan SS66/1990 in the building or buildings known as Athena Gardens situate in the Lcoal Authority Area of Durban of which section the floor area according to the sectional plan is 86 square metres in extent;

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

Unit 8 has the exclusive use of the area shown as GA8 in extent 390 square metres on the plans.

The Developers Athena Investments (Pty) Ltd, No. 85/05439/07 is the registered holder under Certificate of Real Right SK63/90 of the right to erect and complete from time to time within a period of 5 years from 10 April 1990 for its personal account further building or buildings as shown on the building plans.

*Postal address:* Flat 8, Barvale Drive, Bakerville, Durban.

*Improvements:* Dwelling consisting of brick and tile, main bedroom with toilet and bathroom, two bedrooms, toilet, bathroom, lounge and kitchen.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff, Durban North. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 29th day of December 1992.

Mulla & Mulla, Execution Creditor's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.



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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Errol Charles Baxter**, Execution Debtor

In pursuance of a judgment granted on 13 August 1992 in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 8 December 1992, in front of the Magistrate's Court, Somtseu Road, Durban, at 14:00.

*Description:* A unit consisting of:

(a) Section 3 as shown and more fully described on Sectional Plan SS240/1981, in the building or buildings known as San Felice, situate at City of Durban, of which the floor area, according to the said section plan, is one hundred and twenty-two (122) square metres in extent;

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST240/1981(3)(Unit).

*Street address:* 3 San Felice, 415 Ridge Road, Durban.

*Improvements:* Flat comprising of main bedroom with en suite, two bedrooms, carpeted with built in cupboards, toilet, bath with wash basin, TV-room, carpeted, lounge carpeted, kitchen with built in units, laundry room, servants' quarters consisting of room and under cover parking bay.

*Zoning:* General residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten percent (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 22,75% per annum to the bondholder, Nedperm Bank Ltd, 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 27th day of October 1992.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

## Case 601/92

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Ponono Enock Majola**, Execution Debtor

In pursuance of a judgment granted in the above Honourable Court, on 28 August 1992, and subsequent warrant of execution dated 28 August 1992, the immovable property:

Lot 1614, Glencoe, situate in the Borough of Glencoe, and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent one thousand eight hundred and fifteen (1 815) square metres, situate at 7 Alice Street, Glencoe, will be sold in execution on Friday, 4 December 1992 at 10:00, at the Magistrate's Court, Glencoe, Natal.

The property is improved by the erection of a dwelling-house but this is in no way guaranteed. The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Justisie Street, Glencoe, and are mainly the following:

1. The property will be sold by the Sheriff, Glencoe, by public auction to the highest bidder, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys, and is subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with 19% interest, shall be secured by a bank or building society guarantee approved by the Execution Creditors attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. The purchaser shall pay the auctioneer's charges on the day of the sale.

Dated at Dundee this 20th day of October 1992.

J. de Wet, for De Wet & Dreyer, Attorneys for Execution Creditor, 64 Gladstone Street, P.O. Box 630, Dundee, 3000. (Ref. Mr De Wet: A.524:RJ.)

## Case 534/91

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

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, Plaintiff, and **S. E. Mpulo**, Defendant

In pursuance of a judgment granted on 5 June 1991, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at the Sheriff's Offices, 5 Bishop Street, Camperdown (behind the Masonic Lodge) at 11:00:

*Description:* Unit 136 in the Township of Mpumalanga C, District of Pietermaritzburg, in extent 474 square metres, represented and described on General Plan BA5/1971.

*Postal address:* Unit C 136, Mpumalanga Township.

*Improvements:* Single storey, brick under asbestos dwelling, three bedrooms, bathroom, lounge and kitchen.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 2nd day of November 1992.

P. Dickinson, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. P. Dickinson/sp.)

## Case 8156/92

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

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, Plaintiff, and **B. Mchunu**, Defendant

In pursuance of a judgment granted on 1 September 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992, in front of the Magistrate's Court, Chancery Street, Pinetown, at 10:00:

*Description:* Unit K61 in the Township of kwaDabeka, District of Pinetown, in extent of 392 square metres, represented and described on General Plan 350/87.

*Postal address:* Unit K 61, kwaDabeka.

*Improvements:* Vacant land.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 2nd day of November 1992.

P. Dickinson, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. P. Dickinson/sp.)

## Case 4081/91

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

In the matter between **Saambou National Building Society Ltd**, No. 87/05437/06, Plaintiff, and **Nokuthula Thembeni Sibiya**, Defendant

In pursuance of a judgment granted on 22 February 1991, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1992 at 10:00, at the south entrance to the Magistrate's Court, Umlazi, under the KwaZulu and National Flag Poles:

*Description:* Z1605 Umlazi Township, in extent 515 square metres.

*Postal address:* Z1605 Umlazi Township.

*Improvements:* A plastered block under tile dwelling consisting of three bedrooms, two bathrooms, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town planning zoning:* Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.



1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, at Umlazi.

Dated at Durban this 28th day of October 1992.

J. Krog, for Du Toit Havemann & Krog, Stafmayer House, Beach Grove, Durban.

Case 33032/92

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

In the matter between **Saambou Bank Ltd** (87/05437/06), Plaintiff, and **Zolanosi Zulu**, Defendant

In pursuance of a judgment granted 17 July 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 9 December 1992 at 10:00, at the South entrance to the Magistrate's Court, Umlazi, under the KwaZulu and national flag poles:

*Description:* Z2308 Umlazi Township, in extent 429 square metres.

*Postal address:* Z2308 Umlazi Township.

*Improvements:* A plastered brick under tile dwelling consisting of three bedrooms, bathroom, kitchen and dining-room.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

*Town-planning zoning:* Residential.

*Special privileges:* Nil.

*Nothing is guaranteed in the above respects.*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within fourteen days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou Bank and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, at Umlazi.

Dated at Durban this 28th day of October 1992.

J. Krog, for Du Toit Havemann & Krog, Stafmayer House, Beach Grove, Durban.

Case 539/92

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

In the matter between **Allied Building Society Ltd** (87/02375/06), Execution Creditor, and **Nealeshwar Baduloo Garrib**, Execution Debtor

In pursuance of a judgment granted on 22 June 1992 in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 December 1992 at 10:00, in front of the Magistrate's Court, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 89, Briardale, situate in the City of Durban, Administrative District of Natal, in extent five hundred and thirty-five (535) square metres.

*Postal address:* 1 Palmdale Place, Briardale Village, Durban, 4051.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, bathroom, toilet, open patio and carport.

Although 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% 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 transfer.
  4. Transfer shall be effected 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.
- The full conditions may be inspected at the offices of the Sheriff of the Court, 2 Mountview Shopping Centre, Verulam, or at our offices.

Brivik & Associates, Plaintiff's Attorneys, Fifth and Sixth Floors, Morningside Chambers, 510-512 Windermere Road, Morningside, Durban, 4001. (Tel. 23-2023.) (Ref. Mb/rp/G.33/473.), c/o Rindel & Co., 3 Groom Street, Verulam.

**Case 537/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **Allied Building Society Ltd** (87/02375/06), Execution Creditor, and **Dumisani Dowad Zama**, First Execution Debtor, and **Rose Gugulethu Zama**, Second Execution Debtor

In pursuance of a judgment granted on 22 March 1992 in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 December 1992 at 10:00, in front of the Magistrate's Court, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 609, Riverdene, situate in the City of Durban, Administrative District of Natal, in extent two hundred and ninety-eight (298) square metres.

*Postal address:* 109 Fairydene Avenue, Newlands West, Durban.

*Improvements:* Brick under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet with shower, although 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% 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 transfer.
  4. Transfer shall be effected 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.
- The full conditions may be inspected at the offices of the Sheriff of the Court, 2 Mountview Shopping Centre, Verulam, or at our offices.

Brivik & Associates, Plaintiff's Attorneys, Fifth and Sixth Floors, Morningside Chambers, 510-512 Windermere Road, Morningside, Durban, 4001. (Tel. 23-2023.) (Ref. Mb/rp/Z.02/475.), c/o Rindel & Co., 3 Groom Street, Verulam.

**Case 4189/92****IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Reuben Pillay**, First Defendant, and **Vanessa Valentine Mary Pillay**, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Verulam, on 4 December 1992 at 10:00, at the front entrance to the Magistrate's Court Building, corner of Moss and Groom Streets, Verulam, to the highest bidder without reserve.

Lot 60, Avoca Hills, situate in the City of Durban, Administrative District of Natal, in extent 814 square metres, held by the joint estate of the Defendants under Deed of Transfer T16195/88, and having street address at 76 Courttown Crescent, Avoca Hills, Avoca, Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned special residential.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots), brick under tile dwelling, comprising a kitchen, lounge and dining-room combined, toilet and bathroom, separate toilet and three bedrooms.



*Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% of the price, plus the Sheriff's charges, (being 5% on the first R20 000 of the price and 3% on the balance, with a maximum of R6 000) in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountainview, Verulam, and at the offices of the Plaintiffs attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 30th day of October 1992.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.781/D11.)

**Case 883/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VRYHEID HELD AT VRYHEID**

In the matter between **Vryheid Municipality**, Execution Creditor, and **Hermien Adele Weiss** (in her capacity as duly appointed Executor in the estate of the late P. J. Conradie), First Execution Debtor, and **The Executor** (in his capacity as duly appointed Executor in the estate of the late J. C. Davel), Second Execution Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 18 August 1992, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 9 December 1992 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 536, Vryheid, situate in the Municipality of Vryheid, Administrative District of Vryheid, in extent two thousand eight hundred and fifty-five (2 855) square metres.

Also better known as 240 South Street, Vryheid (one vacant site).

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Jurisforum Building, Landdrost Street, Vryheid. The most important conditions thereof being the following:

*Conditions:*

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

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

Dated at Vryheid on this 10th day of November 1992.

J. C. Papenfus, for Cox & Partners, Plaintiff's Attorney, corner of Market and High Streets, Vryheid.

**Case 47020/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **ABSA Ltd**, Execution Creditor, and **Mar-A-Lago Properties (Durban) (Pty) Ltd** (89 02141/07), Execution Debtor

In pursuance of a judgment granted on 16 September 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 8 December 1992 at 14:00, in front of the Magistrate's Court, Durban, to the highest bidder:

*Description:* A certain piece of land being:

(a) Section 50 as shown and more fully described on Sectional Plan SS267/91, in the scheme known as Musgrave Park, in respect of the land and building or buildings situate at Durban, Local Authority area of Durban, of which section the floor area, according to the said sectional plan is 462 (four hundred and sixty-two) square metres in extent, and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Postal address:* G14 Musgrave Park, 72 Musgrave Road, Durban.

*Improvements:* Upper ground floor building, comprising of three floors plus basement and undercover parking, entrance/lobby/reception, kitchen, 10 offices, large open plan office area, boardroom, storeroom and large training room.

*Town planning:* Zoning: Special Zone 39.

*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, Durban, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/sc/U2973U/Mrs Barlow.)

**Case 148/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NQUTU HELD AT NQUTU**

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Jeffrey Vusumuzi Motsamai Monareng**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Nqutu, and a warrant of execution dated 14 July 1992, the following immovable property will be sold in execution on Tuesday, 19 January 1993 at 10:00, at the front door of the Magistrate's Court, Nqutu, to the highest bidder, viz:

Lot 2464, Nqutu, situated in the District of Nqutu.

*Improvements:* A dwelling.

Nothing in this regard is guaranteed.

Dated at Dundee on this 28th day of October 1992.

De Wet & Dreyer, Plaintiff's Attorneys, First Floor, 64 Gladstone Street, Dundee, 3000.

**Case 843/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH**

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Pinglawathie Gokul**, Defendant

In pursuance of a judgment in the Magistrate's Court, District of Umzinto, held at Scottburgh, dated 28 July 1992, and a writ in execution dated 29 July 1992, the undermentioned property will be sold on 11 December 1992 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh:

*Description:* Section 6, as shown and more fully described on Sectional Plan SS37/1986, in the scheme known as Sea Breeze, situate at Park Rynie, which section the floor area according to the said sectional plan is 154 (one hundred and fifty-four) square metres.

*Consisting of:* One duplex dwelling, consisting of upper level, a view verandah, three bedrooms, two bathrooms, lower level, an open plan kitchen, lounge, and carport and a garage.

*Postal address:* Flat 6, Sea Breeze, Second Street, Park Rynie.

*Zoning:* Residential.

But nothing is guaranteed in these respects.

Singh & Gharbaharan, First Floor, Mosque Centre, Main Road, P.O. Box 293, Umzinto, 4200. (Tel. 4-2525/4-1488.) (Ref. 41656.)

**Case 3017/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **Natal Building Society Ltd**, Plaintiff, and **Murugas Moodley**, First Defendant, and **Anachachamma Moodley**, Second Defendant

In pursuance of a judgment granted on 23 April 1991 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 11 December 1992 at 10:00, in front of the Magistrate's Court, Verulam:

*Description:* Lot 1076, Hillgrove, situate in the City of Durban, Administrative District of Natal, in extent three hundred and ninety-five (395) square metres.

*Address:* 54 Dovehill Close, Hillgrove, Newlands West.

*Improvements:* Block under tile dwelling comprising of three bedrooms, kitchen, lounge with dining-room and toilet with bathroom, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/MN/05N011179.)



Case 48643/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Errol Alvin Porter**, First Defendant, and **Jennifer Alice Porter**, Second Defendant

In pursuance of a judgment granted on 17 September 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 11 December 1992 at 10:00, in front of the Magistrate's Court, Verulam:

*Description:* Subdivision 5798 (of 5751) of the farm Zeekoe Vallei 787, now renumbered to read: Subdivision 47 of Lot 444, Zeekoe Vallei, situate in the City of Durban, Administrative District of Natal, in extent 594 square metres.

*Address:* 69 Skate Place, Newlands East, Durban.

*Improvements:* Block under tile dwelling comprising of three bedrooms, lounge with dining-room and toilet with bathroom, water and light 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% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/MN/05N011356.)

Case 49525/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Nigel Carl Johnson**, First Defendant, and **Sandra Pier Johnson**, Second Defendant

In pursuance of a judgment granted on 18 September 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 11 December 1992 at 10:00, in front of the Magistrate's Court, Verulam:

*Description:* Subdivision 5986 (of 5868) of the farm Zeekoe Vallei 878, now renumbered to read: Subdivision 53 of Lot 445, Zeekoe Vallei, situate in the City of Durban, Administrative District of Natal, in extent 311 square metres.

*Address:* 34 Grouper Gardens, Newlands East.

*Improvements:* Block under tile dwelling comprising of three bedrooms, lounge with dining-room, kitchen, toilet and bathroom, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/MN/05N011359.)

Case 931/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Thirulogachundran Nelakanthan Dhurghia**, First Defendant, and **Moganambal Dhurghia**, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, District of Umzinto, held at Scottburgh, dated 20 August 1992, and a writ of execution, dated 11 August 1992, the undermentioned property will be sold on 11 December 1992 at 10:00, at the Main Entrance, Front Steps to the Magistrate's Court, Scott Street, Scottburgh.

*Description:* Lot 334, Craigieburn Extension 5, situate in the Development Area of Craigieburn, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 165 (one hundred and sixty-five) square metres, consisting of one block face brick and cement under tile duplex consisting of:

*Upper level:* Wooden Staircase and two bedrooms.

*Lower level:* Kitchen, bathroom with toilet, store-room under staircase, lounge, dining-room combined and bathroom.

*Postal address:* Lot 334, Craigieburn Extension 5.

*Zoning:* Residential.

But nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchaser shall pay ten percent (10%) of the purchase price in cash immediately after the sale and the balance shall be held or secured by a satisfactory bank or building society guaranteed to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff, District of Umzinto, within fourteen (14) days of the date of sale.

3. The purchaser shall pay auctioneers charges on the date of sale and in addition transfer dues, costs of transfer plus arrear rates and any other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 1 Saville Place, Scottburgh South, Scottburgh.

P. Singh, for Singh & Gharbaharan, Plaintiff's Attorneys, First Floor, Mosque Centre, Main Road, P.O. Box 293, Umzinto, 4200.

Case 43464/92

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Execution Creditor, and **Allan Corlett**, First Execution Debtor, and **Pauline May Corlett**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 16 September 1992, and a writ of execution, issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* Lot 159, La Lucia Extension 4, situate in the Borough of Umhlanga, and in the Port Natal, Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 598 (one thousand five hundred and ninety-eight) square metres.

*Postal address:* 30 Minerva Avenue, La Lucia.

*Improvements:* Double Storey House comprising: Six Bedrooms, kitchen, two lounges, family room, four garages, swimming-pool, four and a half bathrooms, dining-room and two jacuzzis (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special residential.

1. The sale shall be subject to the Magistrate's Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price or R500,00 whichever is the greater, and the Auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 20% per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 4th day of November 1992.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/NEDPERM/SALE/C140.)

Case 11163/91

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Execution Creditor, and **Central Homes CC**, First Execution Debtor, and **Mahomed Yakooob Baig**, Second Execution Debtor, and **Najmabanoo Baig**, Third Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Pinetown, held at Pinetown, dated 5 December 1991 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 10:00, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown, to the highest bidder:

*Property description:* Remainder of Consolidated Lot 539, Berea West Extension 5, situate in the Borough of Westville, Administrative District of Natal, in extent 2 919 (two thousand nine hundred and nineteen) square metres.

*Postal address:* 14 Revenge Road, Off Essex Terrace, Westville.

*Improvements:* Brick under tile dwelling comprising: Four bedrooms, kitchen, lounge, dining-room, one and a half bathrooms, swimming-pool, double garage, servants' quarters, laundry (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price or R500,00 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.



3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 21,75% per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 62 Caversham Road, Pinetown, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 4th day of November 1992.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/C135.)

#### Case 6982/92

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

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd.), Plaintiff, and **Bhekinkosi Felix Ntshangase**, Defendant

In pursuance of a Judgment granted on 4 September 1992, in the Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992, in the front entrance of the Magistrate's Court, Court Building, Moss Street, Verulam, at 10:00 to the highest bidder:

*Description:* Ownership Unit E1596, in the Township of Ntuzuma, District of Ntuzuma, in extent of 780 square metres, represented and described on General Plan PB400/1989, held under Deed of Grant G003823/90.

*Physical address:* Unit E1596, Ntuzuma, Kwa Mashu.

*Improvements:* Single storey brick under tile dwelling comprising three bedrooms, lounge, kitchen and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 20% per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, value added tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Verulam, or at the offices of Strauss Daly.

Dated at Durban this 4 day of November 1992.

Strauss Daly, Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001; c/o Oakford Priory, P.O. Oakford, Verulam. (Ref. D. Varty/ML/Z08335.)

#### Case 1236/92

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

In the matter between **United Bank Ltd** (Reg No. 86/04794/06), formerly United Building Society (Reg. No. 86/04794/06), Plaintiff, and **Mmenyezwa Joseph Cele**, First Defendant, and **Zibani Eunice Cele**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and warrant of execution issued pursuant thereto on 25 June 1992, the immovable property described as:

Site A1766, in extent 372 square metres, as shown on General Plan BA15/1970, situate in the Township of Gamalakhe in the District of Izingolweni, will be sold in execution on Friday, 11 December 1992 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a dwelling under brick and tile consisting of kitchen, toilet and bath, lounge, two bedrooms, dining-room.

Dated at Port Shepstone on this the 20th day of November 1992.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/U244/01U035610.)

#### Case 13402/90

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **J. Bothath**, First Defendant, and **L. Bothath**, Second Defendant

In pursuance of a judgment granted on 9 January 1991, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992 at 10:00, in front of the Magistrate's Court, Chancery Street, Pinetown:

*Description:* Lot 2044, Kloof Extension 10, situate in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 029 square metres, held by Deed of Transfer T5374/88.

*Physical address:* 28 Maple Crescent, Wyebank, Kloof.

*Improvements:* Single storey, brick under tile dwelling, three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room and single garage.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 6th day of November 1992.

P. Dickinson, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. P. Dickinson/sp.)

#### Case 16475/91

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

In the matter between **NBS Bank Society Ltd**, Plaintiff, and **Sandile Sunshine Dlamini**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 21 August 1992, the immovable property listed hereunder will be sold in execution on Friday, 4 December 1992 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Site 560 (Unit 13), situate in the Township of Edendale, District of Pietermaritzburg, Administrative District of Natal, in extent 736 (seven hundred and thirty-six) square metres.

*Situate at:* 560 Ekujabulani Drive, Embali, Pietermaritzburg.

Held by Defendant under Deed of Grant 000446.

The following information is given about the immovable property but is not guaranteed:

*Improvements:* Single storey block under tile, detached dwelling-house consisting of lounge, dining-room, kitchen, two bedrooms, one and a half bathrooms, shower, two toilets and garage.

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 26th day of October 1992.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/ABB/06N0938/92.)

#### Case 54/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Nosicelo Ellen Hloahloa**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 22 May 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 1 December 1992 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site B2333, Ezakheni, in extent 300 square metres, situate in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G3106/88.



The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Improvements:* Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings, in extent 300 square metres.

*Material conditions:*

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 1 December 1992 at 15:00, at the Magistrate's Court, Ezakheni.
  2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
  3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
  4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
  5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
  6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff of Klip River, Ladysmith.
  7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Ltd, within 21 days.
- Dated at Ladysmith on this the 3rd day of November 1992.
- Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. CKF280.)

#### Case 136/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Nkosinathi Grant Mavimbela**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 February 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 1 December 1992 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site B2455, Ezakheni, in extent 332 square metres, situate in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G03693/88.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Improvements:* Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings, in extent 332 square metres.

*Material conditions:*

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 1 December 1992 at 15:00, at the Magistrate's Court, Ezakheni.
  2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
  3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
  4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
  5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
  6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
  7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Ltd, within 21 days.
- Dated at Ladysmith on this the 3rd day of November 1992.
- Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370.

#### Case 5252/90

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

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Dawlath Singh**, Defendant

In pursuance of a judgment granted on 7 November 1988 in the Court of the Magistrate, Verulam, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 December 1992 at 10:00, in front of the Magistrate's Court, Verulam, to the highest bidder.

*Description:* A certain piece of land being: Lot 35, Earlsfield, situate in the City of Durban, Administrative District of Natal, in extent four hundred and ninety-six (496) square metres.

*Physical address:* 33 Wadfield Avenue, Earlsfield, Newlands West.

*Improvements:* Block under tile dwelling comprising of three bedrooms, lounge, kitchen, toilet with bathroom, water and light facilities.

*Town-planning:* Zoning: Special residential.

Nothing is guaranteed in these respects:

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% 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 Sheriff within fourteen (14) days after the date of sale.
3. The full conditions may be inspected at the office of the Sheriff, Verulam, or at our offices.

Dated at Verulam on this 5th day of November 1992.

Leela Rindel, for Rindel & Company, Plaintiff's Attorneys, Suite 1, First Floor, 3 Groom Street, Verulam, 4340.

**Case 1135/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **Nedperm Bank Ltd**, formerly trading as S.A. Permanent Building Society, Plaintiff, and **Krishna Devarajo**, First Defendant, and **Mogambal Devarajo**, Second Defendant

In pursuance of a judgment granted on 26 August 1992 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 11 December 1992 at 10:00, at the front entrance of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

*Description of property:* Lot 2214, Tongaat (Extension 18), situate in the Township of Tongaat, Administrative District of Natal, in extent seven hundred and ninety-six (796) square metres.

*Consisting of:* Brick under tile roof dwelling comprising of three bedrooms, lounge, kitchen, dining-room, toilet, bathroom and incomplete outbuilding.

*Postal address:* 2 Burlane, Burbreeze Township, Tongaat.

*Zoning:* Residential area.

Nothing in the above is guaranteed.

- 1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.
2. The purchaser shall be liable for payment of interest at the rate of 21% per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

S. Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/701.)

**Case 7111/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, Plaintiff, and **Devaraj Moodley**, Defendant

In pursuance of a judgment granted on 7 September 1992 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 11 December 1992 at 10:00, at the front entrance of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

*Description of property:* Lot 1560, Verulam (Extension 16), situate in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent four hundred and forty-seven (447) square metres.

*Consisting of:* Brick under tile semi-detached simplex comprising of three bedrooms, toilet with bathroom, kitchen and lounge, water and light facilities.

*Postal address:* 112 Jacaranda Avenue, Mountview, Verulam.

*Zoning:* Residential area.

Nothing in the above is guaranteed.

- 1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.
2. The purchaser shall be liable for payment of interest at the rate of 20,00% per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

S. Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/739.)



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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Mpiyanatshe Joseph Dlodla**, Defendant

In pursuance of a judgment granted on 8 May 1992, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Wednesday, 9 December 1992 at 10:00 at the main south entrance to the Magistrate's Court, Umlazi (near the Flag Post), to the highest bidder:

Unit 506, in the Township of Umlazi, Unit 2, in the District of the County of Durban in extent 3 080 square metres (E) described on General Plan BA 11/1964 held by virtue of Deed of Grant BA 1088 issued at Pretoria on 9 April 1969.

*Postal address:* B506, Umlazi.

*Improvements* (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

A brick under asbestos roof dwelling consisting of two bedrooms, dining-room, bathroom, kitchen. Outbuilding—two bedrooms and garage. The property is fenced with a wired fence.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Act and the rules made thereunder.
2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of 22% per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of sale to date of transfer, both days inclusive.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umbumbulu and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 5th day of November 1992.

Van Onselen O'Connell, Plaintiff's Attorney, 405 Salmon Grove Chambers, 407 Smith Street, Durban.

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

In the matter between **Allied Building Society Ltd**, No. 87/02375/06, Plaintiff, and **Sathasivan Chetty**, Defendant

In pursuance of a judgment granted on 6 March 1991, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 December 1992 at 10:00, in front of the Magistrate's Court Building, Somtseu Road, Durban:

*Description:* Subdivision 424 (of Subdivision 168), of the farm Clairwent Three 14836, situate in the City of Durban, Administrative District of Natal, in extent 356 (three hundred and fifty-six) square metres.

*Street address:* 42 Sailkot Crescent, Merebank, Durban.

*Improvements:* A single storey semi-detached dwelling comprising of three bedrooms, lounge/dining-room combined, kitchen, toilet and bathroom.

*Outbuildings:* Garage, room and toilet/shower (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special residential (180 square metres min plot size) (the accuracy hereof is not guaranteed).

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2.1 The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within fourteen days after the sale to be approved by the Plaintiff's Attorneys.
- 2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Allied Building Society Ltd and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.
3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, at 101 Lejaton Building, 40 St George's Street, Durban.

Dated at Durban this 3rd day of November 1992.

Romer Robinson & Catterall, Plaintiff's Attorneys, Seventh Floor, Allied Building, Gardiner Street, Durban.

## Case 3078/90

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Rabbienund Kasiparsad**, First Defendant, and **Sharma Sheikchund Kasiparsad**, Second Defendant

Pursuant to an Order of the Supreme Court of South Africa (Natal Provincial Division), Pietermaritzburg, and writ of execution dated 27 March 1991, the following property will be sold by public auction to the highest bidder on 11 December 1992, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, at 10:00, namely:

1. Subdivision 1 of Lot 62, Craigieburn, situate in the Development area of Craigieburn, Umzinto Regional Water Services Area, Administrative District of Natal, in extent 1 001 square metres and held under Title Deed No. T27778/1988.

With the following improvements: Brick and cement under tile dwelling, front verandah, lounge, dining-room, kitchen, bathroom with toilet, main bedroom, main en suite, two bedrooms and garage.

Outbuilding consisting of brick and cement prayer area.

*Conditions of sale:* The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Scottburgh, or at the offices of the Plaintiff's attorneys, Pietermaritzburg.

Pitcher & Pitcher, 10 Davis Street, Pietermaritzburg, 3201. (Ref. 12/F006/002.)

## Case 1091/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Execution Creditor, and **Sadik Saib**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Inanda, dated 29 July 1992 and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 11 December 1992 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

All the Defendant's right, title and interest in and to the property Lot 284, Tongaat, situate in the Township of Tongaat, Administrative District of Natal, in extent 1 045 (one thousand and forty-five) square metres.

*Postal address:* 11 Maharaj Street, Gandhi's Hall, Tongaat.

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

A single storey brick under tile dwelling consisting of the following: Three bedrooms, bedroom with en suite, lounge, dining-room, kitchen, toilet and bathroom.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 11th day of November 1992.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. Ref. Mr McAlery/sc.

## Case 7724/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Execution Creditor, and **Haddon Investments (Pty) Ltd**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Pinetown, dated 19 August 1992, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 11 December 1992 at 10:00, at Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

All the Defendant's right, title and interest in and to the property Subdivision 1 of Lot 255, Berea West, situate in the Borough of Westville, Administrative District of Natal, in extent 2 023 (two thousand and twenty-three) square metres.

*Postal address:* 38 Rockdale Avenue, Westville.

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

A single storey brick under tile dwelling consisting of the following: Four bedrooms, two bathrooms/toilets, bathroom, toilet, kitchen, lounge, dining-room, TV-room, swimming-pool, two servants' quarters, toilet and garage (double door).

Vacant possession is not guaranteed.



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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Samkit Centre, 62 Caversham Road, Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 11th day of November 1992.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. Ref. Mr McAlery/sc.

**Case 46805/92**

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

In the matter between **Saambou Bank Ltd** (Reg. No. 87/05437/06), Plaintiff, and **Northcoast Beachfront Investments (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 8 September 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 11 December 1992 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Lot 759, La Lucia Extension 2, in extent 1 408 square metres.

*Postal address:* 11 Ridge Road, Umhlanga Rocks.

*Improvements:* Dwelling-house consisting of entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms, kitchen with stove, double garage, servant's room and swimming-pool (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town planning zoning:* Residential.

*Special privileges:* Nil.

*Nothing is guaranteed in the above respects.*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within fourteen days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other Bondholder/s at the rate prescribed in the Mortgage Bond/s on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the Plan of Distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam, at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 11th day of November 1992.

J. Krog, for Du Toit Havemann & Krog, Stafmayer House, Beach Grove, Durban.

**Case 43498/92**

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Vasudhevan Thirumurthi Pather**, First Defendant, and **Parbashnie Chinniah Pather**, Second Defendant

In pursuance of a judgment granted on 26 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 11 December 1992 at 10:00, in front of the Magistrate's Court, Verulam:

*Description:* Lot 2796, Tongaat Extension 23, situate in the Township of Tongaat, Administrative District of Natal, in extent four hundred and eighty-six (486) square metres.

*Address:* 6 Old Crescent, Tongaat.

*Improvements:* Brick under tile dwelling comprising of three bedrooms, kitchen, lounge, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/MN/05N011343.)

## Case 43067/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Krishna Pillay**, First Defendant, and **Lutchmee Pillay**,  
Second Defendant

In pursuance of a judgment granted on 26 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 11 December 1992 at 10:00, in front of the Magistrate's Court, Verulam.

*Description:* Lot 200, Rainham, situate in the City of Durban, Administrative District of Natal, in extent 294 (two hundred and ninety-four) square metres.

*Address:* 25 Rainclover Place, Rainham, Phoenix.

*Improvements:* Block under asbestos semi-detached dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/MN/05N011319.)

## Case 1113/88

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Mhlabunzima Vitalis Sithole**,  
Defendant

In pursuance of judgment granted on 22 February 1989, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 December 1992 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National KwaZulu Flag Post), to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit A828, in extent 286 square metres, situate in the Township of Umlazi, represented and described on General Plan BA8/1963, held by virtue of Deed of Grant 2589/65.

*Physical address:* Ownership Unit A828, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey brick and asbestos dwelling comprising of a kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 14,5% 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 3rd day of November 1992.

Strauss Daly, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z02363/26.)

## Case 61597/91

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

In the matter between **Deveanammh Maduray**, Plaintiff/Creditor, and **S. A. Thomas** (also known as Tony), Defendant/Debtor

In pursuance of a judgment in the Court of the Magistrate of Durban and writ of execution dated 16 October 1992, the following goods will be sold in execution on Friday, 4 December 1992 at 11:00, at Shop 1, Benmar Centre, 11 Wick Street, Verulam, to the highest bidder, viz: Sale for cash only.

The Execution Debtor's right, title and interest in and to the agreement of purchase and sale entered into between S. A. Thomas and the Durban City Council in respect of Lot 239, Longcroft, situate at 4 Rietcroft Place, Longcroft, Phoenix.

Vash Choudree & Associates, Plaintiff's Attorney, 425 West Walk, 405 Smith Street, Durban.



## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Ramsey James Heslop**, Plaintiff, and **John Mansfield Paulet King**, Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, without reserve, will be held by the Sheriff of Pietermaritzburg, at 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 4 December 1992 at 09:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Subdivision 7 of the farm Malden No. 13797, situate in the Administrative District of Natal, in extent 629,7337 hectares, held under Deed of Transfer T22623/1991.

*Improvements:* The main home is a gentleman's residence having five bedrooms, three bathrooms, two lounges, TV-room, dining-room, kitchen, office, pantry, laundry, five garages, servants' quarters, built-in cupboards and is constructed of brick under tile and has a swimming-pool.

The manager's house is a prefabricated building having two bedrooms, bathroom, lounge, kitchen, built-in cupboards and an iron roof.

In addition there is a lock-up workshop, implement shed lockable with a floor, tractor shed lockable with a floor, 17 cottages of two to three rooms each, comprising housing for labour, hay sheds, large old stable block with numerous storage sheds, fully equipped cattle facilities, and facilities for sheep.

18 hectares is covered by existing irrigation and there is 10 hectares existing dryland kikuyu and the property is bordered for 1,5 km by the Umgeni River and contains small stock dams. The property is 24 km from Pietermaritzburg situated near Albert Falls dam.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed.

The full conditions of sale may be inspected at the office of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 11th day of November 1992.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06J0888/92.)

## Case 39/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Siphiwe Robert Mbanjwa**, Defendant

In pursuance of judgment granted on 28 July 1992, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 December 1992 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National KwaZulu Flag Post), to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit L251, in extent 358 square metres, situate in the Township of Umlazi, represented and described on General Plan BA23/1972, held by virtue of Deed of Grant 63/107.

*Physical address:* Ownership Unit L251, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey brick and asbestos dwelling comprising a kitchen, dining-room, lounge, four bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 22% 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 12th day of November 1992.

Strauss Daly, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01411/35.)

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Ntombizonke Eunice Ngubane**, Defendant

In pursuance of judgment granted on 22 June 1990, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 December 1992 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National KwaZulu Flag Post), to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit C1314, in extent 428 square metres, situate in the Township of Umlazi, represented and described on General Plan BA13/1967, held by virtue of Deed of Grant 449/39.

*Physical address:* Ownership Unit C1314, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey block and asbestos dwelling comprising a kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% 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 12th day of November 1992.

Strauss Daly, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05651/26.)

## Case 1229/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Mloma Ben Mahlangu**, Defendant

In pursuance of judgment granted on 4 December 1991, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 December 1992 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 K1126, in extent 590 square metres, situate in the Township of Umlazi, represented and described on General Plan BA11/1973, held by virtue of Deed of Grant 6346/12.

*Physical address:* Ownership Unit K1126, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and tile dwelling comprising of a kitchen, dining-room, lounge, four bedrooms, bathroom, w.c. and a garage. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 23% 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 12th day of November 1992.

Strauss Daly, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z76988/35.)



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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Nkosiymuzi Joseph Chule**, Defendant

In pursuance of a judgment granted 6 July 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 11 December 1992 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

*Description:* Erf A815, kwaDabeka, kwaDabeka Township, District of Pinetown, in extent six hundred and seventeen (617) square metres, held under Deed of Grant 9708/1990.

*Postal address:* Erf A815, kwaDabeka, kwaDabeka Township.

*Town-planning zoning:* Residential.

*Improvements* (not guaranteed): A single storey brick under concrete dwelling comprising of kitchen, lounge, four bedrooms, bathroom, toilet and garage.

*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 full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.
3. The purchaser shall pay a deposit of ten per cent (10%) 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 us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
5. Payment of the Sheriff/Auctioneer's fees of four per cent (4%) is payable in cash immediately after the sale.
6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
7. The improvements on the property are as stated above but no guarantees are given in this regard.
8. The purchaser shall be liable for value added tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this 5th day of November 1992.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown. (Ref. Mr Walden/lvg/F380.)

Case 2313/91  
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## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **N. V. Masuku**, Execution Debtor

In pursuance of a judgment granted on 22 May 1991, in the Supreme Court, in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution by the Sheriff or his authorised deputy, Lower Tugela, District of Eshowe, on Tuesday, 8 December 1992 at 10:00, at the front entrance of the Magistrate's Court, Main Road, Eshowe, to the highest bidder:

1. *Description:* Unit A632, situate in the Township of Sundumbili, District of Inkanyezi, measuring 483 square metres, held by the Execution Debtor in his name under Deed of Grant G926/86.

2. *Improvements:*

2.1 The property is zoned for residential rights.

2.2 The improvements on the property are as follows: Brick under tile dwelling consisting of:

Three bedrooms, kitchen, lounge, toilet/bath and porch. One block under asbestos structure resembling an open garage to house four vehicles.

3. *Conditions:*

3.1 The property shall be sold to the highest bidder subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

3.2 The full conditions of sale may be inspected at the office of the Sheriff, Eshowe.

3.3 The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Sheriff's commission of 5% on the proceeds of the sale up to the sum of R15 000 and thereafter 2½% subject to a minimum of R50 and maximum of R5 000 immediately 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 Execution Creditor's attorney to be furnished to the Sheriff, Lower Tugela, District of Eshowe, within 21 days after the date of sale.

3.4 The property shall be sold at it stands.

Dated at Durban this 9th day of November 1992.

Legator McKenna Inc., Execution Creditor's Attorneys, 21st Floor, Eagle Building, 357 West Street, Durban. (Tel. 305-1571.) (Fax. 304-5455.) (Ref. Mr Herr/H387.)

## Case 10248/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Gerald Francis Bruce**, First Defendant, and **Marian Lenorah Bruce**, Second Defendant

In pursuance of a judgment granted 14 October 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 December 1992, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10:00, to the highest bidder:

*Description:* Lot 7152, Pinetown Extension 67, situate in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent six hundred and ninety-seven (697) square metres, held under Deed of Transfer T6677/89.

*Physical address:* 76 Pegasus Road, Mariannridge, Pinetown.

*Improvements:* Single storey brick under tile dwelling comprising three bedrooms, lounge, dining-room, kitchen, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 19,25% per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, value added tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Strauss Daly.

Dated at Durban this 10th day of November 1992.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001; C/o 6 Elgin Drive, Cowie's Hill, Pinetown. (Ref. D. Varty./ML/Z09587.)

## Case 5904/91

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

In the matter between **El Burn Body Corporate**, Plaintiff/Execution Creditor, and **J. S. Marais**, Defendant/Execution Debtor

In pursuance of a judgment granted on 19 April 1991, in the Magistrate's Court for the District of Durban, held at Durban and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 8 December 1992 at 14:00, in front of the Magistrate's Court, Sontseu Road entrance, Durban, to the highest bidder:

*Description:* Section 4, as shown and more fully described on Sectional Plan 45/1983 in the building or buildings known as El Burn, situate in Durban of which section the floor area, according to the said sectional plan is 84 square metres, together with 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 specified in a schedule endorsed on the said sectional plan, and held under Certificate of Registered Sectional Title 45/1983 (4) (Unit) and Conveyancer's Certificate ST175/1984 dated 12 December 1984.

*Postal address:* Flat 1, El Burn, 7 Wolseley Road, Durban.

*Improvements:* The following improvements are reported to be on the property, but nothing is guaranteed: A flat, consisting of kitchen, lounge, bathroom and toilet, two bedrooms, balcony (open) and Parking Bay 19.

*Conditions of sale:*

- (i) The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission of 4% plus Value Added Tax in cash immediately after the sale, the balance against transfer to be secured by a bank or building society guarantee.
- (ii) 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, Durban North, at 15 Milne Street, Durban.

Dated at Durban this 13th day of November 1992.

J. H. Nicolson Stiller & Geshen, Plaintiff's/Execution Creditor's Attorneys, Fifth Floor, United Building, 58 Field Street, Durban, 4001.

## Case 5967/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Johannes Philippus Bezuidenhout**, Plaintiff, and **Harry James Browne**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), and writ dated 16 July 1992, in the above matter, a sale by public auction with a reserve price of R100 000 (one hundred thousand rand) will be held by the Sheriff: Umzinto, in front of the main entrance of the Magistrate's Court, Scot Street, Scottburgh, on 11 December 1992 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Umzinto, 1 Savell Place, Scottburgh South, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Lot 780, Pennington, situate in the Pennington Town Board Area and in the Umzinto Regional Water Services Area, Administrative District of Natal.



*Measuring:* 1 012 (one thousand and twelve) square metres.

Held by the Defendant under Deed of Transfer T21243/87.

This property is situated at 4 Cod Crescent, Pennington.

The property is improved as follows: Three bedrooms, lounge, two servant's quarters, kitchen, two garages, bathroom and 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.

*Terms:* Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 16th day of November 1992.

Rooth & Wessels, Plaintiff's Attorneys, First National Bank Building, Pretoria. [Tel. (012) 325-2940.] (Ref. M. R. de Beer.)

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**Case 48839/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Soobramoney Naidoo**, First Defendant, and **Charmaine Naidoo**, Second Defendant

In pursuance of a judgment granted on 29 September 1992, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Friday, 11 December 1992 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam.

*Description:* Lot 10, Southgate, situate in the City of Durban, Administrative District of Natal, in extent 394 square metres.

*Postal address:* 6 Kengate Close, Southgate, Phoenix.

*Improvements:* Brick under tile dwelling comprising three bedrooms; lounge; kitchen; dining-room; toilet and bathrooms—water and lights facilities.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 10th day of November 1992.

Mulla & Mulla, Execution Creditor's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

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**Case 33050/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Stand Two-Two-Two and Two-Two-Three Klein Zeekoe (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 1 October 1992, in the Magistrate's Court for the District of Durban held at Durban the property listed hereunder will be sold in execution on Tuesday, 15 December 1992 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban.

*Description:* Remainder of Lot 4429, Reservoir Hills, situate in the City of Durban, Administrative District of Natal, in extent six thousand and seventy (6 070) square metres.

*Postal address:* 239 Spencer Road, Clare Estate, Durban.

*Improvements:* Old brick and iron house consisting of: Lounge, dining-room, five bedrooms, kitchen, toilet, bathroom, big verandah.

*Outbuilding:* Three rooms, store-room and laundry, extra building: Two outside toilets and shower. Water and lights.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff, Durban North, 15 Milne Road, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 6th day of November 1992.

Mulla & Mulla, Execution Creditor's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

## Case 28196/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Surie Naidoo**, Defendant

In pursuance of a judgment granted on 28 September 1992, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Friday, 11 December 1992 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam.

*Description:* Lot 1282, Castlehill, situate in the City of Durban, Administrative District of Natal, in extent 373 square metres.

*Postal address:* 6 Limecastle Close, Castlehill, Newlands West.

*Improvements:* Block under tile dwelling comprising of three bedrooms, lounge with dining-room, toilet, bathroom and kitchen. Water and lights facilities.

Description, improvements, postal address and vacant possession are all not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 12th day of November 1992.

Mulla and Mulla, Execution Creditor's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

## Case 35130/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Shunmugam Soobramoney** First Defendant, and **Hazel Soobramoney**, Second Defendant

In pursuance of a judgment granted on 13 August 1992, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Friday, 11 December 1992 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam.

*Description:* Lot 740, Earlsfield, situate in the City of Durban, Administrative District of Natal, in extent 506 square metres.

*Postal address:* 41 Bishopfield Close, Earlsfield Newlands West.

*Improvements:* Block under tile dwelling comprising of three bedrooms, lounge with dining-room, kitchen and toilet with bathroom. Water and lights facilities.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 6th day of November 1992.

Mulla and Mulla, Execution Creditor's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

## Case 40172/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Edward**, Defendant

In pursuance of a judgment granted on 24 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 11 December 1992 at 10:00, in front of the Magistrate's Court, Verulam:

*Description:* Lot 512, Stonebridge, situate in the City of Durban, Administrative District of Natal, in extent three hundred and thirty-eight (338) square metres.

*Address:* 20 Earlsbridge Grove, Stonebridge, Phoenix.

*Improvements:* Block under asbestos semi-detached flat, comprising of three bedrooms, lounge, kitchen, toilet and bathroom. Water and light 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% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/MN/05N011316.)



## ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 1908/91

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

In die saak tussen **United**, Eiser, en **K. J. Makhubu**, Eerste Verweerder, en **M. J. Makhubu**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerders voor die Landdroskantoor Bethlehem, gehou word om 10:00 op Vrydag, 4 Desember 1992, naamlik:

Die reg, titel en belang in die Huurpag ten opsigte van Erf 537, geleë in die dorpsgebied Bohlokong, distrik Bethlehem.

*Grootte:* 264 vierkante meter.

*Verbeterings:* Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

*Terme:* Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Geregsbode te Bethlehem, en die kantoor van die Landdros te Bethlehem, gedurende kantoorure.

Gedateer die 26ste dag van Oktober 1992.

Du Plessis, Bosch & Meyerowitz, Posbus 563, Murraystraat 31, Bethlehem, 9700.

Case 3065/92

### IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Standard Bank of S A Ltd**, Plaintiff, and **Johannes Jacobus Liebenberg**, (I.D. 361122 5033 001), First Defendant, and **Sarah Magrietha Liebenberg**, Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, on Friday 4 December 1992 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Plot 201 of Tyneside 2622, situate in the Municipality Bloemspruit, District of Bloemfontein.

*Measuring:* 4,1070 (four comma one naught seven naught) hectares.

*Held by:* Deed of Transfer T4435/89.

*Consisting of:* Lounge, dining-room, family room, study, kitchen, three bedrooms, two bathrooms, stoep, three garages and rondawel.

*Terms:* Ten per cent (10%) of the purchase price and auctioneer's charges being 5% of the first R15 000 or part thereof, 2½% on the balance with a maximum of R5 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 (twenty-one) days from date of the sale.

F. R. L. Neethling (NS 8604), Attorney for Plaintiff, c/o Israel & Sackstein, 26-28 Aliwal Street, Bloemfontein.

Case 2165/90

### IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Hendrik Johannes Michael Scheepers**, (I.D. No. 360402 5061 00 9) Defendant

In execution of a Judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday 4 December 1992 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 17696 (Bloemfontein Extension 120).

*Situate in:* The City and District of Bloemfontein.

*In extent:* 1 085 (one thousand and eighty-five) square metres.

*Held by the:* Mortgagor by Deed of Transfer T9786/89.

*Subject to:* The conditions referred to therein, and being 128 Springbok Road, Fauna, Bloemfontein.

*Consisting of:* Two bedrooms, bathroom, kitchen, dining-room, lounge, outside toilet, double penthouse, tile roof and partially fenced with concrete.

**Terms:** Ten per cent (10%) of the purchase price and Auctioneer's charges being 5% of the first R15 000 or part thereof, 2½% on the balance with a maximum of R5 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

F. R. L. Neethling (ND1148), Attorney for Plaintiff, c/o Israel & Sackstein, 26-28 Aliwal Street, Bloemfontein.

**Case 3913/92  
PH 267**

**IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)**

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Corne Bateman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial), in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Parys, in front of the Magistrate's Court, Phillips Street, Parys, on Wednesday, 9 December 1992 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Vredefort, NV Building, Mare Street, Parys.

Portion 12 of Erf 768 in the Township and District of Parys, measuring 1 328 m<sup>2</sup>, held by the Defendant under Deed of Transfer T3672/91, being 69 Grens Street, Parys.

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

The dwelling consists of lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two toilets, servants' room, store-room and double garage.

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

The purchaser shall on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (One hundred rand)] 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 R100 (one hundred rand).

Dated at Johannesburg this 29th day of October 1992.

Routledge-MacCallums, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z53667.) (Ref. Z53667/FCLS/WR/Mr Brewer/Ms Glyn/hl.)

**Saak 10468/92**

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

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein**, Eiser, en **J. M. Earle**, en **G. E. Earle**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 13 Oktober 1992, sal die volgende eiendom op Vrydag, 11 Desember 1992 om 10:00, by die Peetlaan-ingang van die Landdros-hof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 7831, geleë in die stad en distrik Bloemfontein, groot 834 vierkante meter, gehou kragtens Akte van Transport 8075/88, geregistreer op 1 Augustus 1988.

**Perseeladres:** Drakensteinstraat 5, Erlichpark, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

**Woonhuis:** Bestaande uit sitkamer/eetkamer, drie slaapkamers, badkamer en kombuis.

**Buitegeboue:** Motorhuis, bediendekamer en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 5de dag van November 1992.

J. H. Truter, p/a Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

**Saak 10491/92**

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

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein**, Eiser, en **H. B. van der Westhuizen**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 8 Oktober 1992, sal die volgende eiendom op Vrydag, 11 Desember 1992 om 10:00, by die Peetlaan-ingang van die Landdros-hof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 11933, geleë in die stad en distrik Bloemfontein, groot 707 vierkante meter, gehou kragtens Akte van Transport 1248/91, geregistreer op 31 Januarie 1991.



*Perseeladres:* Japie Naserweg 117, Generaal de Wet, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

*Woonhuis:* Bestaande uit sitkamer/eetkamer, vier slaapkamers, twee badkamers en kombuis.

*Buitegeboue:* Motorhuis, buite toilet en swembad.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 5de dag van November 1992.

J. H. Truter, p/a Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingegebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

**Saak 10379/92**

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

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein**, Eiser, en **S. J. Smith**, Eerste Verweerder, en **M. C. Smith**, Tweede Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 5 Oktober 1992 sal die volgende eiendom op Vrydag, 11 Desember om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 18101, geleë in die stad en distrik Bloemfontein, groot 836 vierkante meter, gehou kragtens Akte van Transport 12273/91 geregistreer op 27 September 1991 (perseeladres Kwikkiestraat 16, Fauna, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

*Woonhuis:* Bestaande uit sitkamer, eetkamer, woonkamer, drie slaapkamers, badkamer, toilet en kombuis.

*Buitegeboue:* Twee motorhuise en buite toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 4de dag van November 1992.

J. H. Truter, p/a Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingegebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

**Saak 11158/92**

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

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **Stephanus Jacobus Fouche**, Eerste Eksekusieskuldenaar, en **Anna Catharina Fouche**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 16 Oktober 1992, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 11 Desember 1992 om 11:00, voor die Landdros-kantoor, Welkom:

Erf 610, geleë te Limpopostraat 3, St Helena, Welkom, gesoneer vir woondoeleindes.

*Groot:* 1 487 vierkante meter, gehou kragtens Transportakte T5328/88.

*Verbeterings:* 'n Drieslaapkamer-woonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, huishulpkamer, 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 19,25% 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 4de dag van November 1992.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Saak 2735/90

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

In die saak tussen **Perm**, 'n divisie van Nedcor Bank Ltd, Eiser, en **M. Z. Rampai**, Eerste Verweerder, en **mev. N. S. Rampai**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 15 Januarie 1990 en 'n lasbrief vir eksekusie gedateer 15 Januarie 1990, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 11 Desember 1992 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 199 Refengkgotso-dorpsgebied, distrik Deneysville, groot: 315 (driehonderd-en-vyftien) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalinge van die Groepsgebiedewet en tien persent (10%) van die koopprijs is betaalbaar by sluiting van die koop-ooreenkoms 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:* 199 Refengkgotso.

*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 November 1992.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Case 16492/92

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Execution Creditor, and **L. J. Charles**, First Execution Debtor, and **N. Charles**, Second Execution Debtor

Kindly take notice that a sale in execution of the undermentioned goods will be held on Friday, 11 December 1992 at Peet Avenue Entrance, Magistrate's Court, Bloemfontein, at 10:00, consisting of all the right, title and interest in the leasehold in respect of:

Erf 16059, Mangaung, District of Bloemfontein.

Measuring 246 (two hundred and forty-six) square metres, as shown on General Plan L64/88.

Held under Deed of Transfer TL13948/1990.

Subject to the conditions contained therein or referred to, to the highest bidder.

*Conditions:* The conditions of sale may be inspected at the Sheriff's Office, 5 Barnes Street, Bloemfontein, during office hours.

Dated at Bloemfontein this 30th day of October 1992.

Naudes, Attorney for Plaintiff, Trustfontein Building, 151 St Andrew Street, P.O. Box 153 or 260, Bloemfontein. [Tel. (051) 47-1106.]

Case 16494/92

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Execution Creditor, and **S. I. Juries**, Execution Debtor

Kindly take notice that a sale in execution of the undermentioned goods will be held on Friday, 11 December 1992, at Peet Avenue entrance, Magistrate's Court, Bloemfontein, at 10:00, consisting of:

All right, title and interest in the leasehold in respect of Erf 16337, Mangaung, District of Bloemfontein, measuring 256 (two hundred and fifty-six) square metres held by Deed of Transfer TL11110/1990, subject to the conditions contained therein or referred to the highest bidder.

The conditions of sale may be inspected at the Sheriff's Office, 5 Barnes Street, Bloemfontein, during office hours.

Dated at Bloemfontein this 30th day of October 1992.

Naudes, Attorneys for Plaintiff, Trustfontein Building, 151 St Andrew Street, P.O. Box 153 or 260, Bloemfontein. [Tel. (051) 47-1106.]



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

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Johannes Cornelius Prinsloo**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer die 12de dag van Februarie 1992, sal die ondervermelde eiendom op 4 Desember 1992 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Plot 9, synde 'n gedeelte van die plaas Donegal 1088, geleë in die plaaslike gebied Bainsvlei, distrik Bloemfontein (ook bekend as Dennelaan 8, Bainsvlei), groot 4,2827 hektaar onderworpe aan sekere serwituut en spesiaal onderworpe aan 'n reg van weg soos meer volledig daarin uiteengesit, gehou kragtens Transportakte 478/1987, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, kombuis, sitkamer, badkamer, eetkamer en familiekamer.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Wes, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Perm-gebou, Maitlandstraat 45, Posbus 540, Bloemfontein. [Tel. (051) 30-2171.]

Saak 15879/91

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

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Ernest Adriaan Lodewyk Botha**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 1 Oktober 1992, sal die ondervermelde eiendom op 4 Desember 1992 om 10:00, te die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Onderverdeling 2 van Stille Woning 2531, van die plaas Carolina 1525, geleë in die plaaslike gebied Bainsvlei, distrik Bloemfontein, groot 8,5652 hektaar en onderworpe aan sekere serwitude daarin uiteengesit, gehou kragtens Transportakte T865/1982, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, badkamer, kombuis en eetkamer.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Wes, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Perm-gebou, Maitlandstraat 45, Posbus 540, Bloemfontein. [Tel. (051) 30-2171.]

Saak 9858/92

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

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Johannes Petrus van Rooyen**, Eerste Verweerder, en **Christa Magrieta van Rooyen**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 3 Julie 1992, sal die ondervermelde eiendom op 4 Desember 1992 om 10:00 te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Perseel 131, synde gedeelte van die plaas Grasslands 575, geleë in die munisipaliteit Bloemspruit, distrik Bloemfontein (ook bekend as Kerklaan 131, Bloemspruit), groot 4,2827 hektaar, gehou kragtens Transportakte 4902/1987 en onderworpe aan sekere serwitude, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, badkamer, kombuis, sitkamer, twee motorhuise en stoorkamer.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van die bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Perm-gebou, Maitlandstraat 45, Posbus 540, Bloemfontein. [Tel. (051) 30-2171.]

## Saak 1218/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOUD TE VANDERBIJLPARK

In die saak tussen **Mev. M. J. M. Botha**, Eiser, en **D. J. Botha**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie, gedateer 1 Junie 1992, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 18 Desember 1992 om 10:00, deur die Balju van die Landdroshof, Reitz, te die Landdroshof Reitz:

*Eiendom:* Erf 479, geleë in die dorp en distrik, Reitz, groot 714 vierkante meter, ook bekend as Middeltonstraat 48, Reitz (met verbeterings).

*Verkoopvoorwaardes:*

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 28ste dag van Oktober 1992.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. P20085/IP.)

## Saak 2641/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOUD TE SASOLBURG

In die saak tussen **Perm**, 'n divisie van Nedcor Bank Ltd, Eiser, en **M. J. Molefe**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, van die distrik Sasolburg, gedateer 4 September 1992, en 'n lasbrief vir eksekusie, gedateer 4 September 1992, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 11 Desember 1992 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg.

Erf 6541, geleë in die dorpsgebied Zamdela, distrik Parys, groot 164 (eenhonderd vier-en-sestig) 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 koopvooreenkoms 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 6541 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 2de dag van November 1992.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

## Saak 2644/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOUD TE SASOLBURG

In die saak tussen **Perm**, 'n divisie van Nedcor Bank Ltd, Eiser, en **Z. S. Plaatjie**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg, gedateer 30 September 1992, en 'n lasbrief vir eksekusie, gedateer 30 September 1992, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 11 Desember 1992 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg.

Erf 6547, geleë in die dorpsgebied Zamdela, distrik Parys, groot 160 (eenhonderd en sestig) 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 koopvooreenkoms 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 6547 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 3de dag van November 1992.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

#### Saak 2651/92

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

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06), voorheen Allied Bouvereniging Bpk., Eksekusieskuldeiser, en **Mrhethelili Ruben Pamana**, Eerste Eksekusieskuldenaar, en **Nombeka Gladys Pamana**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie, gedateer 7 Oktober 1992, in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende Huurpageiendom verkoop word op 4 Desember 1992 om 09:00.

Sekere Erf 1114, geleë in die dorpsgebied van Kutlwoang, distrik Odendaalsrus, groot 220 vierkante meter, onderhewig aan sekere serwitute en gehou kragtens Sertifikaat van Geregistreerde Titel TL4528/88, geregistreer op 24 September 1988, met verbeterings daarop nl:

Woonhuis en buitegeboue (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 sewe dae, verkoop word aan die hoogste bieder en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 23 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van tien persent (10%) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 17,25% per jaar vanaf 1 Oktober 1992, tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskap-waarborg.

3. Die volle verkoopsvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word en indien enige van die inhoud van hierdie advertensie verskil van die terme en voorwaardes van die voorwaardes van verkoop, sal laasgenoemde se bepalings voorrang geniet.

Gedateer te Odendaalsrus hierdie 27ste dag van Oktober 1992.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Posbus 170, Odendaalsrus, 9480. (Tel. 4-4055/6.)

#### Saak 9883/92

##### IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank**, Eiser, en **R. Hamel**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping, gedateer 21 Oktober 1992, sal die volgende eiendom op Vrydag, 4 Desember 1992 om 10:00 by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Onderverdeling 2 van die plaas Adelaide 2874, geleë in die munisipaliteit Bainsvlei, distrik Bloemfontein, groot 4,2852 ha, gehou kragtens Akte van Transport T2398/90, geregistreer op 1990-03-19.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Oornag geriewe bestaande uit: 5 (vyf) chalets (450 vkm), ablusieblok (90 vkm), skadunetafdakke, swembad.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Oos.

Geteken te Bloemfontein hierdie 3de dag van November 1992.

J. H. Truter, p/a Naudes, Prokureur vir Eiser, Derde Vloer, Trustfonteingeboe, Posbus 260, St Andrewstraat 151, Bloemfontein.

#### Saak 4361/92

##### IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein**, Eiser, en **D. J. Boerstool**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping, gedateer 24 Augustus 1992 sal die volgende eiendom op Vrydag, 11 Desember 1992 om 10:00 by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 2585, geleë in die stad en distrik Bloemfontein, groot 1 140 vkm, gehou kragtens Akte van Transport 11318/89, geregistreer op 89-11-14. (Perseeladres: Brillstraat 24, Westdene.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis bestaande uit drie slaapkamers, badkamer en toilet, eetkamer/sitkamer, kombuis en spens.

Buitegeboue: Motorhuis, bediendekamer en badkamer.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Wes, Kamer 210, Presidentgebou, St Andrewstraat 119, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 3de dag van November 1992.

J. H. Truter, p/a Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

1891/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Bankorp Bpk.**, handeldrywende as Trustbank, Eiser, en **Woodford Scorgie**, Verweerder

Ingevolge 'n vonnis in die Landdroshof vir die distrik van Virginia en 'n lasbrief vir eksekusie, gedateer 14 Augustus 1992, sal die volgende onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 4 Desember 1992 om 10:00, te Elandlaan 52, Virginia, naamlik:

Sekere Erf 117, geleë in die dorp Virginia, distrik Ventersburg, groot 975 (negehonderd vyf-en-sewentig) vierkante meter; geleë te Elandlaan 52, Virginia, tesame met alle verbeterings daarop bestaande uit (maar waarvan niks egter gewaarborg is nie):

'n Woonhuis bestaande uit drie slaapkamers, toilet, badkamer, sit/eetkamer met motorhuis en bediendekamer en beton-omheining.

Die vernaamste verkoopvoorwaardes is:

1. Die koper moet 10% van die koopsom in kontant op die dag van verkoping aan die Geregsbode betaal.

2. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg, betaalbaar teen oordrag welke waarborg goedgekeur moet word deur die Eksekusieskuldeiser se prokureur en wat binne 14 (veertien) dae na datum van die verkoping aan die Balju te Virginia gelewer moet word.

Die voorwaardes van verkoping sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Virginia en by die eiser se prokureurs ter insae lê.

P. Schuurman, vir Maree & Vennote, Prokureur vir Eksekusieskuldeiser, Pretiumgebou, Herdenkingstraat, Virginia. [Tel. (01722) 2-3101.] (Verw. P. Schuurman/he/T14.)

Saak 24498/91

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein**, Eiser, en **A. M. J. du Plessis**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping, gedateer 28 April 1992, sal die volgende eiendom op Vrydag, 11 Desember 1992 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 4266 geleë in die stad en distrik Bloemfontein, groot 991 vkm, gehou kragtens Akte van Transport 8327/90, geregistreer op 13 Augustus 1990. (Perseeladres: David Fouriestraat 36, Noordhoek, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis bestaande uit drie slaapkamers, badkamer, sitkamer, eetkamer, kombuis en spens.

Buitegeboue: Motorhuis, bediendekamer en buitetoilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 3de dag van November 1992.

J. H. Truter, p/a Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 2650/92

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

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06), voorheen Allied Bouvereniging Bpk., Eksekusieskuldeiser, en **Thobo Charles Mohlakoane**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 8 Oktober 1992, in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende Huurpageiendom verkoop word op 4 Desember 1992 om 09:00:

Sekere: Erf 1380, geleë in die Kutlwanong-dorpsgebied, distrik Odendaalsrus, groot 494 vierkante meter.

Onderhewig aan sekere serwitute en gehou kragtens Sertifikaat van Geregisteerde Titel TL583/1989, geregistreer op 13 Maart 1989.



Met verbeterings daarop naamlik:

Woonhuis met buitegeboue (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 onderhewig aan die bepalings van die Wet op Landdroshowe 23 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:*

'n Deposito van tien persent (10%) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 18,5 per jaar vanaf 1 Oktober 1992 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word en indien enige van die inhoud van hierdie advertensie verskil van die terme en voorwaardes van die voorwaardes van verkoop, sal laasgenoemde se bepalings voorrang geniet.

Gedateer te Odendaalsrus hierdie 27ste dag van Oktober 1992.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Posbus 170, Odendaalsrus, 9480. (Tel. 4-4055/6.)

#### Case 5112/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Thandiwe Elizabeth Khokho**, Plaintiff, and **Johannes Khokho Khokho**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 19 June 1992, the following property will be sold in execution on Friday, 4 December 1992 at 10:00 at Peet Avenue entrance, Magistrate's Court, Bloemfontein:

*Certain:* Erf 11636, situated in the Local Area of Manguang, District of Bloemfontein, also known as Site 11636, Ditara Street, Bloemanda, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer TL1026/1987, consisting of a dwelling with three bedrooms, bathroom with toilet, lounge, kitchen and garage (non of the aforementioned is guaranteed).

The purchaser shall pay auctioneers commission, VAT and a deposit of 10% of the purchase price in cash on the day of the sale, the balance against the transfer, to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the said Sheriff within fourteen (14) days after date of the sale.

The conditions of sale in execution can be inspected during office hours at the offices of the Sheriff for the Supreme Court, Bloemfontein East, at 5 Barnes Street, Westdene, Bloemfontein.

Dated at Bloemfontein on this 19th day of October 1992.

B. R. Ashman, McIntyre & Van der Post, Plaintiff's Attorneys, Perm Building, 45 Maitland Street, Bloemfontein. [Tel. (051) 30-2171.] (Ref. RDUP/IAK078.)

#### Saak 7835/91

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

In die saak tussen **Gilbeys Distillers & Vintners (Pty) Ltd**, Eiser, en **Annah Meisie Mokirisi**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, gehou te Bloemfontein en kragtens 'n lasbrief vir eksekusie gedateer 6 September 1991, sal die volgende eiendom per publieke veiling vir kontant, op 11 Desember 1992 om 10:00, te Peetlaaningang tot die Landdroshof, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieder verkoop word:

Die Verweerder se reg, titel en belang in en tot die vermelde Erf 3142, geleë in die dorpsraad Mangaung, distrik Bloemfontein, groot 329 vierkante meter, gehou kragtens Huurpag TL2738/1987.

*Die eiendom bestaan onder andere uit die volgende:*

Vyf kamers, badkamer en motorhuis.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% 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 Geregsbode binne 10 dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 18,5 per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die Koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Geregsbode waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Geregsbode te Bloemfontein, Oranje-Vrystaat en/of, p/a die Eksekusieskuldeiser se Prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 30ste dag van Oktober 1992.

De B. Human, Prokureur vir die Eiser, Symington & De Kok, NBS-gebou, Elizabethstraat, Bloemfontein.

#### Saak 5918/91

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Thabo Livestock (Edms.) Bpk.**, Eiser, en **R. J. Tele**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie teen goed, gedateer 5 Maart 1992, sal die ondervermelde eiendom op Woensdag, 9 Desember 1992 om 11:00, te die Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere eienaarseenheid geleë te Perseel 431, Blok B, Botshabelo, distrik Bloemfontein, groot 2 400 vierkante meter, soos beskryf op Algemene Plan PB85/80, gehou kragtens Grondbrief 144/85, gedateer 15 Februarie 1985, bestaande uit 'n half voltooide dubbelverdiepingwinkel waarvan die onderste verdieping reeds voltooi is en opgedeel is in drie aparte winkels.

Die koper moet afslaersgelde, BTW, asook 10% van die koopprijs in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprijs binne veertien (14) dae na die datum van die verkoping aan 'n bank- of bouverenigingwaarborg, goedgekeur deur die Eiser se prokureur, aan die Balju lewer.

Die voorwaardes van verkoping mag gedurende kantoorure by die kantoor van die Balju vir die Hooggeregshof, Botshabelo, te Perseel 87, Seloshesha.

Gedateer te Bloemfontein hierdie 6de dag van November 1992.

G. B. A. Gerdener, vir McIntyre & Van der Post, Prokureur vir Eiser, Derde Verdieping, Permegebou, Maitlandstraat 45, Bloemfontein.

#### Saak 2447/92

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Escom Finance Company (Pty) Ltd**, Eiser, en **Ramolupe Ishmael Tsolo**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Villiers, op Vrydag, 11 Desember 1992 om 10:00, naamlik:

Perseel 46, Qalabotjh, distrik Villiers, groot 261 vierkante meter, bekend as Mngomezulustraat 46, Qalabotjha.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie:

Verbeterings bestaan uit 'n teëldakhuis, drie slaapkamers, sitkamer, kombuis, badkamer en toilet en afdak.

**Terme:** Die koper sal 10% 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 die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

**Voorwaardes:** Die verkoopvoorwaardes is ter insae in my kantoor.

J. C. Pretorius, p/a Naudes, Prokureur vir Eiser, Trustfonteingebo, St. Andrewstraat 151, Posbus 153, Bloemfontein.

#### Saak 4771/91

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Eskom**, Eiser, en **Mokgatla Joseph Malabaco**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Parys, op Woensdag, 9 Desember 1992 om 10:00, naamlik:

Perseel 3392, geleë in die woongebied Tumahole, distrik Parys, groot 296 vierkante meter.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie:

Verbeterings bestaan uit netjiese tweeslaapkamerhuis, sitkamer/eetkamer, kombuis, badkamer en toilet met enkel garage.

**Terme:** Die koper sal 10% 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 die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

**Voorwaardes:** Die verkoopvoorwaardes is ter insae in my kantoor.

J. C. Pretorius, p/a Naudes, Prokureur vir Eiser, Trustfonteingebo, St. Andrewstraat 151, Posbus 153, Bloemfontein.



Saak 2894/92

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaat Provinsiale Afdeling)

In die saak tussen **Eskom**, Eiser, en **Thapeli Andries Nkitseng**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaat Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor te Sasolburg op Vrydag, 11 Desember 1992 om 10:00, naamlik:

Perseel 208, in die dorpsgebied Refengkgotso, distrik Deneysville, groot 315 (driehonderd en vyftien) vierkante meter.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie:

Verbeterings bestaan uit 'n drieslaapkamerwoonhuis.

Terme: Die koper sal 10% 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 dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Fichardtstraat, Sasolburg, gedurende kantoorure.

J. C. Pretorius, p/a Naudes, Eiser se Prokureur, Trustfonteingebou, Posbus 153, Bloemfontein

Saak 897/92

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

In die saak tussen **Nedcor Bank**, Eiser, en **R. N. Swanepoel**, Verweerder

Ingevolge uitspraak van die Landdros van Ficksburg en lasbrief tot geregtelike verkoping gedateer 23 Oktober 1992, sal die ondervermelde eiendom op 11 Desember 1992 om 10:00, te Landdroskantore, Ficksburg, aan die hoogste bieder verkoop word naamlik:

Gedeelte "B" van Erf 207, geleë te Erweestraat 103, Ficksburg.

Bestaande uit wonings en buitegeboue.

Die voorwaardes van verkoop mag gedurende kantoorure by die Balju, Landdroshof, Ficksburg, nagesien word.

D. J. Gresse, vir Dippenaar Du Toit & Louw, Fonteinstraat 73, Ficksburg.

Case 9322/92

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **T. J. Ntloko**, First Defendant, and **N. E. Ntloko**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Bloemfontein, and a warrant for sale in execution dated 3 July 1992, the following property will be sold in execution to the highest bidder on Friday, 11 December 1992 at 10:00, in front of the Magistrate's Court, Peet Avenue entrance:

All right, title and interest on the improvements situated at Stand 16341, Mangaung, District of Bloemfontein.

Conditions: The conditions of sale may be inspected at the Sheriff's Office, 5 Barnes Street, Bloemfontein, during office hours.

Signed at Bloemfontein this 5th day of November 1992.

J. P. Smit, for Naudes, Attorney for Plaintiff, Second Floor, Trustfontein Building, St Andrew Street, Bloemfontein.

Saak 11774/92

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

In die saak tussen **United Bank**, Eiser, en **A. J. Badenhorst**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Bloemfontein, om 10:00, op Vrydag, 4 Desember 1992, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju, voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Resterende gedeelte van Plot 45, Spitskop Kleinplase, geleë in die Plaaslike Gebied van Bainsvlei, distrik Bloemfontein, ook bekend as Plot 45, E-Laan, Spitskop, Bainsvlei, distrik Bloemfontein.

Groot: 2,2827 (twee komma twee agt twee sewe) hektaar.

Onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Akte van Transport T2742/1981 geregistreer op 27 Februarie 1981.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, TV-kamer, vier slaapkamers, kombuis met ontbythoekie, badkamer/stort/toilet, badkamer/toilet en buitegeboue met 'n enkel motorhuis en stoorkamer.

*Terme:* Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein.

#### Saak 11226/92

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

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **Ntsokolo James Charles**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 22 Oktober 1992 sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 11 Desember 1992 om 11:00, voor die Landdroshof, Welkom:

Al die reg, titel en belang in die Huurpag ten opsigte van:

Erf 18225, geleë in die dorpsgebied Thabong, distrik Welkom.

*Groot:* 242 vierkante meter.

Gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL14328/1990 geregistreer op 11 Desember 1990.

*Verbeterings:* 'n Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer en badkamer.

Die eiendom is gesoneer vir woondoeleindes.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19,25% 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.

Geteken te Welkom hierdie 5de dag van November 1992.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels & Smithgebou, Heerenstraat, Welkom.

#### Saak 3184/92

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

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **Makale Israel Lebone**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia en 'n lasbrief vir eksekusie gedateer 19 Oktober 1992, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 11 Desember 1992, om 10:00 voor die Landdroshof, Virginia:

Al die reg, titel en belang in die huurpag ten opsigte van Erf 255, Uitbreiding 1, geleë in die dorpsgebied Meloding, distrik Ventersburg, groot 280 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL884/1989, geregistreer op 19 April 1989.

*Verbeterings:* 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer en badkamer.

Die eiendom is gesoneer vir woondoeleindes.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19,25% 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, Virginia nagesien word.

Geteken te Welkom hierdie 5de dag van November 1992.

F. J. Kapp, vir Wessels & Smith, P/a Immelman & Vennote, Prokureurs vir Eksekusieskuldeiser, Volkskasgebou, Virginia.



Saak 12526/92

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

In die saak tussen **Die Suid-Afrikaanse Brouery Bpk.**, Eiser, en **Koki Simon Singonzo**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, gehou te Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 5 Augustus 1992, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 11 Desember 1992, om 10:00, te die Peetlaan-ingang tot die Landdroshof Bloemfontein, Oranje-Vrystaat, aan die hoogste bieder verkoop word:

1. Sekere Perseel 10360, geleë in die woonbuurt Kagisanong, distrik Bloemfontein, groot 600 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag 2466/87.
2. Sekere Perseel 6464, Uitbreiding 8, geleë in die woonbuurt Mangaung, distrik Bloemfontein, groot 391 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag 2391/87.
3. Sekere Perseel 806, geleë in die woonbuurt Kagisanong, distrik Bloemfontein, groot 263 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag 2805/87.

Die eiendomme bestaan onder andere uit die volgende:

1. Die gebou is ongeveer 54 m<sup>2</sup> gebou van sementblokke met 'n geriffelde sinkdak en verdeel in verskillende kamers.
2. Twee losstaande huise—een is ongeveer 63 m<sup>2</sup> gebou van ongepleisterde stene met 'n geriffelde sinkdak waarop klippe gepak is. Die ander een is gebou van sementblokke met 'n geriffelde sinkdak en ongeveer 85 m<sup>2</sup> groot.
3. Twee slaapkamers, sitkamer, kombuis en badkamer met dennehout plafon, keramiek teëls op die badkamer mure, matte in al die kamers behalwe die kombuis en badkamer waar vinyltapyt gelê is.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% 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 geregsbode binne tien (10) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 18,5% per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisbeskuldiger.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of geregsbode waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die geregsbode te Bloemfontein, Oranje-Vrystaat en/of p/a die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS Gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 3de dag van November 1992.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir die Eiser, NBS Gebou, Elizabethstraat, Bloemfontein.

Saak 1469/88

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

In die saak tussen **ABSA Bank** voorheen United Bank, Eksekusieskuldiger, en **A. Mlaba**, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 10 Maart 1992, sal die ondervermelde eiendom verkoop word deur die Balu, Landdroshof, Sasolburg op versoek om 10:00 op Vrydag, 4 Desember 1992, te die Landdroshof, Bainstraat, Sasolburg.

Reg van huurpag ten opsigte van Perseel 3175, Zamdela, geleë in die residensiële gebied van Zamdela, Sasolburg, wat binne die jurisdiksie gebied van die Hoofkommissaris, Oranje-Vrystaat val.

*Voorwaardes:*

1. Die verkoping sal onderhewig wees aan:
  - (a) Die bepalings van die Landdroshofwet No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die Sertifikaat van Huurpagtitel en sal verkoop word aan die hoogste bieder sonder reserwe.
  - (b) Die bepalings van die Swartes (dorpsgebiede) Konsolidasiewet No. 25 van 1945, in besonder die bepalings ten opsigte van 'n bevoegde persoon.
2. Die koper sal aan die Balu 10% van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal goedgekeurde oorweging skenk aan die toestaan van 'n lening tot op 90% van die koopprys van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 3175, Zamdela.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg asook die kantore van mnre. A. V. Theron & Swanepoel, N. J. van der Merwesing 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveel word.

Geteken te Sasolburg op hierdie 5de dag van November 1992.

M. Swanepoel, vir A. V. Theron & Swanepoel, N. J. van der Merwesing 13, Posbus 471, Sasolburg, 9570.

#### Saak 24520/91

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

In die saak tussen **Die Suid-Afrikaanse Brouery Bpk.**, Eiser, en **G. D. Choeu** (handeldrywende as Choeu Lounge), Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, gehou te Bloemfontein, en kragtens 'n lasbrief gedateer 20 Julie 1992, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 11 Desember 1992 om 10:00, voor die Peetlaan-ingang tot die Landdroskantoor, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 392, Uitbreiding 3, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 925 vierkante meter, gehou kragtens Transportakte TL2241/1987.

Die eiendom bestaan onder andere uit die volgende: Kombuis met stoorkamer en drie ander vertrekke.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar die verkoping is onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 18,5% per jaar bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos, Barnesstraat, Bloemfontein, en/of p/a die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 12de dag van November 1992.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir die Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

#### Saak 9231/92

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

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eksekusieskuldeiser, en **J. P. Roux** (Id. No. 5307065129003), Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 1 Oktober 1992, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 18 Desember 1992 om 11:00, te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

*Sekere:* Erf 1315, Pandorastraat 5, Riebeeckstad.

*Groot:* 2 471 (twee duisend vierhonderd een-en-sewentig) vierkante meters.

*Geleë te:* Die dorpsgebied Riebeeckstad, distrik Welkom.

*Gehou:* Kragtens Akte van Transport 1168/92, geregistreer op 28 Januarie 1992, en onderhewig aan sekere serwitute.

*Verbeterings:* Woonhuis met gewone buitegeboue. Vyf slaapkamers, twee badkamers, aparte toilette, sitkamer, eetkamer, kombuis en opwaskamer.

*Buitegeboue:* Dubbel motorhuis, bediendekamer en twee stoorkamers.

*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 onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.



2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,25% per jaar vanaf 18 Desember 1992, tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 9de dag van November 1992.

M. J. Rossouw, vir Rossouw & Vennote, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Unitedgebou, hoek van Ryk- en Elizabethstraat, Posbus 455, Welkom.

Saak 979/92

#### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika**, Eiser, en **Mohlouoa Samuel Mokoena** (Id. No. 6405235246084), Verweerder

Ingevolge 'n vonnis van die Hooggereghof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) in bogemelde saak, sal 'n eksekusieverkoping met/sonder 'n reserweprys plaasvind voor die Landdroshof, Botshabelo, op Woensdag, 9 Desember 1992 om 11:00, van die vaste eiendom van die Verweerder soos hieronder uiteengesit op die voorwaardes om uitgelees te word deur die afslaer tydens die verkoping en welke voorwaardes ter insae sal wees te die kantore van die Balju te Hoogstraat 4, Botshabelo, voor die veiling:

"Site H 2961, situate in the Town of Botshabelo, District of Botshabelo; held under Deed of Grant 15/1991";  
bestaande uit: Sit-/eetkamer, kombuis, twee slaapkamers, badkamer, toilet; teëldak; draadomheining.

**Terme:** Tien persent (10%) van die koopprys en die afslaerskoste synde vyf persent (5%) op die eerste R15 000 of deel daarvan, 2½% op die balans onderworpe aan 'n maksimum van R5 000 in kontant op die dag van die veiling, die balans teen registrasie van transport om verseker te word deur 'n bank, bouvereniging of ander aanvaarbare waarborg wat binne 21 (een-en-twintig) dae van die datum van die verkoping gelewer moet word.

F. R. L. Neethling, p/a Israel & Sackstein, Prokureur vir Eiser, Aliwalstraat, Bloemfontein. (Verw. NS8257.)

Case 472/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT HEILBRON HELD AT HEILBRON

In the matter between **Saambou National Building Society Ltd**, Plaintiff, and **W. J. Meyer**, Defendant

In pursuance of a judgment by the Magistrate of Heilbron and warrant of execution issued by the Magistrate of Heilbron, the undermentioned property will be sold on Thursday, 10 December 1992 at 10:00, at the Magistrate's Office, Els Street, Heilbron, in execution to the highest bidder, namely:

**Certain:** Erf 517, situate in the Town Heilbron and District of Heilbron, held under Deed of Transfer T6388/91.

The conditions of sale of execution can be inspected during office hours at the offices of the Sheriff of the Magistrate's Court, as well as Cornelius & Partners, 40 Church Street, Heilbron.

Signed at Heilbron on this 10th day of November 1992.

M. J. Vermeulen, for Cornelius & Partners, Attorney for Plaintiff, 40 Church Street, Heilbron, 9650. [Tel. (01614) 2-2035.]

Saak 472/92

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

In die saak tussen **Saambou-Nasionale Bouvereniging Bpk.**, Eiser, en **W. J. Meyer**, Verweerder

Ingevolge uitspraak van die Landdros, Heilbron, en lasbrief vir eksekusie uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom op Donderdag, 10 Desember 1992 om 10:00, te die Landdroskantore, Elsstraat, Heilbron, geregtelik verkoop word aan die hoogste bieder, naamlik:

**Sekere:** Erf 517, geleë in die dorp Heilbron, distrik Heilbron, gehou kragtens Transportakte T6388/91.

Volledige verkoopvoorwaardes ter insae by die kantoor van die Balju van die Landdroshof, gedurende kantoorure, asook by die kantore van Cornelius & Vennote, Kerkstraat 40, Heilbron.

Geteken te Heilbron op hede die 10de dag van November 1992.

M. J. Vermeulen, vir Cornelius & Vennote, Prokureur vir Eiser, Kerkstraat 40, Posbus 591, Heilbron, 9650. [Tel. (01614) 2-2035.]

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

In die saak tussen **United Bank**, handelende vir EFC (Pty) Ltd, Eiser, en **Petronella Jacoba Claassens**, Verweerder

Ten uitvoerlegging van 'n vonnis gegee op 22 Oktober 1992, sal G. P. Nieuwoudt & Vennote, van Bothaville, die onderstaande eiendom per openbare veiling verkoop wel te die Landdroskantore, Bothaville, op 4 Desember 1992 om 10:00:

Die verkoopvoorwaardes sal ter insae lê by die Balju van die Landdros, Bothaville, te Von Abogebou, asook by die Eiser se prokureurs hieronder genoem.

Die eiendom is sekere Erf 411 synde Symondstraat 30, Bothaville, met bestaande woonhuis en buitegeboue, synde sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, w.c., enkel garage en afdak, stort, waskamer, w.c., swembad en woonstel.

Gedateer te Bothaville op hierdie 10de dag van November 1992.

G. P. Nieuwoudt & Vennote, Prokureurs vir Eiser, Van Riebeeckstraat 13, Posbus 328, Bothaville, 9660.

Saak 1240/92

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Gerrit Johannes Bolton**, Verweerder

Ter uitwinning van 'n vonnis van die Landdros, vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word voor die Landdros, Frankfort, op 4 Desember 1992 om 10:00:

Erf 283, geleë in die dorp Frankfort, distrik Frankfort, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T12833/90, bekend as Kerkstraat 1, Frankfort.

*Verbeterings:* Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, badkamer/stort/toilet, kombuis en toilet, geen buitegebou.

*Terme:* Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 20,25% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Frankfort, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 6de dag van November 1992.

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

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

### TRANSVAAL

#### VAN'S AFSLAERS

##### VEILING VAN PLAAS VENTERSHOOP, DISTRIK THABAZIMBI

In opdrag van die Kurator van die insolvente boedel **J. W. Gouws, Meestersverwysing T3442/92**, verkoop ons ondervermelde eiendom, sonder reserwe maar onderhewig aan bekragtiging op Maandag, 23 November 1992 om 11:00, te die plaas Ventershoop, distrik Thabazimbi.

*Beskrywing:* Restant van die plaas Ventershoop 373, LQ, Transvaal.

*Groot:* 284,6696 hektaar.

*Verbeterings:* Drie slaapkamer plaashuis, drie voorafvervaardigde jagtershutte, sementdam, twee boorgate (een met windpomp, tweede met elektriese pomp), Evkom-krag, kampe met krippe en damme, varkhokke, veiligheidsheining om huis.

*Verkoopvoorwaardes:* 10% van koopprys deposito plus afslaers kommissie in kontant of gewaarborgde tjek onmiddellik. Balans verseker te word met waarborg binne 30 dae na bekragtiging.

*Losgoed:* Burgerbandradio, laaier en mas vir kontant of gewaarborgde tjek alleen.

*Nota:* Eiendom voorheen benut vir varkboerdery.

*Roeteaanwysing:* Vanaf Ellisras verby kragstasie op Steenbokpanpad oor die Matlabas tot by T-aansluiting. Draai links by T waar pad na grondpad verander. Hou aan vir ± 6 km tot by Gouws-uithangbord met varkbeertekening daarop. Draai in en ry vir ± 2 km (deur die Matlabas). Kyk uit vir Gouws-uithangteken links. Vanaf Thabazimbi draai mens links by Supermark en neem Sentrumpad. Neem dan Buffelsdriftpad wat na grond pad verander en hou aan vir ± 45 km. Omtrent 2 km voor teepad weer begin is Gouws-uithangbord aan regterhand. Sien ook Van's Afslaerspylborde.

*Besigting/besonderhede:* Kontak Van's Afslaers by Pretoria (012) 335-2974.



## LEO AFSLAERS (EDMS.) BPK.

REG. No. 87/03427/07

## INSOLVENSIEVEILING VAN TWEE WOONHUISE, SECUNDA OP 30 NOVEMBER 1992, OP DIE ONDERGENOEMDE TYE EN PERSELE

Behoorlik daartoe gelas deur die Kurators in die insolvente boedels **C. R. Marais, Meestersverwysing T1284/92**, en **H. N. Bekker, Meestersverwysing T3110/92** onderskeidelik, verkoop ons per openbare veiling genoemde eiendomme:

## 1. Boshoffstraat 15, Secunda: 10:00.

Erf 1232, Secunda, Registrasieafdeling IS, Transvaal.

Bestaande uit woonhuis met drie slaapkamers, twee badkamers, sit-, eetkamer, groot kombuis met kaste en ooghoogte oond, ingeboude kaste, volvloermatte, toesluit motorhuis, bediendekwartiere met toilet, swembad, ommuur, teëldak, erf is 1 013 m<sup>2</sup>, verbeterings 195 m<sup>2</sup>.

## 2. Seringstraat 4, Secunda-uitbreiding 9: 11:00.

Erf 4169, Secunda-uitbreiding 9, Registrasieafdeling IS, Transvaal.

Bestaande uit: Woonhuis met vier slaapkamers, twee badkamers, gastetoilet, kombuis met kaste en stoof, sit-, eet-, gesinskamer met ingeboude kroeg, dubbel toesluitmotorhuis, bediendekwartiere met toilet, ingeboude kaste, volvloermatte, teëldak. Erf is 1 139 m<sup>2</sup>, verbeterings is 247 m<sup>2</sup>.

**Verkoopvoorwaardes:** 20% deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die onderskeie kurators.

**Afslaersnota:** Ideale gesinswoning naby skole.

**Besigtiging:** By die wonings daagliks (vra vir wag) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 of na ure At Zeeman (012) 77-9386 of Piet Human (012) 70-4070.

## ALPHA AFSLAERS

## IN DIE INSOLVENTE BOEDEL VAN D. STRYDOM EN N. STRYDOM

In opdrag van die Kurator sal die volgende onroerende eiendom op 4 Desember 1992 om 10:00, by die perseel verkoop word te:

Erf 3152, Carletonville-uitbreiding 8, bekend as Tugelastraat 32, Carletonville.

**Groot:** 1 479 vierkante meter.

**Verbeteringe:** Woonhuis bestaande uit: Sitkamer, eetkamer, gesinskamer, drie slaapkamers, twee vol badkamers, kombuis, waskamer. Die buitegeboue bestaan uit kamer, dubbel garage en werkshoek.

**Verkoopvoorwaardes:**

1. 'n Kontant deposito van 20% (twintig persent) op toeslaan van die bod, en die balans binne 30 (dertig) dae vanaf datum daarvan.

2. Die veiling vind sonder reserwe plaas en is onderhewig aan bekragtiging.

3. Besit en okkupasie asook die risiko in en tot die eiendom sal met bekragtiging op die koper oorgaan.

Alle verdere navrae kan aan mnr. Slabbert by Tel. (01491) 7-4126 gerig word..

Alpha Afslaers, Protea 1 Gebou, Palladiumstraat, Carletonville.

## LISA SARDINHA

## PUBLIC AUCTION: ORCHARDS

In the matter of insolvent estate **E. J. Rossouw, Master's Reference T3340/92**, this lovely, new house will be sold on Thursday, 26 November 1992 at 10:30.

Duly instructed by the Trustee, we will hereby sell this neat property being Erf 767, Orchards Extension 11, better known as 47 Harmse Avenue, Orchards Extension 11, Pretoria.

This attractive modern house is built with facebrick and is on a panhandle erf. It has tiled floors and pine wood ceiling throughout the house and consists of two bedrooms, two bathrooms, a lounge, an open plan kitchen and a TV room. Outdoors is a large swimming-pool and there is also a carport.

**Directions:** On the R80 (Pretoria/Mabopane) turn left into R513, turn right in Doreen Street, then left into First Avenue, right into Salie Street and then right into Harmse Avenue.

**View:** Open for viewing from 16 November 1992.

**Terms:** A 20% deposit (cash or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale.

**For further information contact the auctioneers:**

Lisa Sardinha, 1064 Arcadia Street, Hatfield, Pretoria; P.O. Box 36642, Menio Park, 0102. Tel. (012) 342-2041 (also after hours answering machine), 342-3502/5/11. Fax. (012) 342-2042.

**LISA SARDINHA****PUBLIC AUCTION: NOOITGEDACHT**

In the matter of insolvent estate **G. J. Pretorius, Master's Reference T3341/92**, a comfortable farm to be sold on Tuesday, 24 November 1992 at 11:00.

Duly instructed by the Trustee, we will hereby sell this property being Erf 333, Portion 40/3, better known as Nootgedacht Farm 333, Rayton.

This attractive little farm measuring 23,8 hectare, is ideal for weekend getaways, which comprises of a beautiful garden with many trees and shrubs and there are also kraals and camps which are fenced. This neat property has a large modern house with beautiful wooden window frames, and there is also a thatched rondavel. The main house has two bedrooms and both have bathrooms-en-suite and a dressing-room, a lounge, TV-room, dining-room, a large modern fully equipped kitchen and an extra bathroom. Outdoors a patio is to be found with a bar area. There are ample outbuildings which include two servants' quarters, a double garage and there is a borehole on the property.

*Directions:* On the N4 towards Bronkhorstspuit, turn left onto R515, turn left onto the Nootgedacht Road, then turn left at the "Bynes Escom Substation" and then straight for another 1,7 km.

*View:* Open for viewing.

*Terms:* A 20% deposit (cash or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale.

*For further information contact the auctioneers:*

Lisa Sardinha, 1064 Arcadia Street, Hatfield, Pretoria; P.O. Box 36642, Menlo Park, 0102. Tel. (012) 342-2041 (also after hours answering machine), 342-3502/5/11. Fax. (012) 342-2042.

**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **C. H. Badenhorst, Meestersverwysing T2656/92**, sal ons die bates verkoop te Jean Rouxstraat 29, Naserhof, Klerksdorp, op 25 November 1992 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

**LEO AFSLAERS (EDMS.) BPK.**

REG. No. 87/03427/07

**INSOLVENSIEVEILING VAN LUKSE VYF SLAAPKAMER DUBBELVERDIEPINGWONING, KORANNABERGWEG 46, WATERKLOOFHOOGTE-UITBREIDING 3, PRETORIA, OP 28 NOVEMBER 1992 OM 10:30, OP DIE PERSEEL: ERF 68, WATERKLOOFHOOGTE-UITBREIDING 3, REGISTRASIEAFDELING JR, TRANSVAAL**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **F. W. Visagie, Meestersverwysing T2275/92**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

Vyf slaapkamers, twee badkamers, oop balkon, aparte toilet, gastetoilet, oopplan kombuis met kaste en ooghoogte oond, opwaskamer, eet-, sit-, rus-, gesinskamer met borrelbad, stoorkamer, vloermatte, ingeboude kaste, dubbel toesluitmotorhuis, bediendekwartiere met badkamer, teëldak. Erf is 2 132 m<sup>2</sup>, woonhuis is 331,8 m<sup>2</sup>, buitegeboue is 65,2 m<sup>2</sup>.

*Verkoopvoorwaardes:* 20% deposito kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

*Afslaersnota:* Pragtige uitsig, teen koppie, 'n juweel.

*Besigtiging:* By die adres of reël met die afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 of na ure Piet Human (012) 70-4070 of At Zeeman (012) 77-9386.

**LEO AFSLAERS (EDMS.) BPK.**

REG. No. 87/03427/07

**INSOLVENSIEVEILING VAN GESOGTE 76,8 HEKTAAR BOSVELDPLAAS: POTGIETERSRUS (SONDER RESERWE), DISTRIK POTGIETERSRUS OP 1 DESEMBER 1992 OM 10:30, OP DIE PLAAS: GEDEELTE 56 VAN DIE PLAAS OORLOGSFONTEIN 45, REGISTRASIEAFDELING KS, TRANSVAAL**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **S. W. van Rooyen, Meestersverwysing T2462/91**, verkoop ons genoemde eiendom per openbare veiling op die plaas, Oorlogsfontein, bestaande uit: 76,8583 hektaar omheinde bosveldplaas met drie hoenderhokke, grondnam, spruit wat deur die eiendom loop, veekrale en boorgat. Hierdie eiendom beskik oor baie potensiaal.

*Ligging:* Vanaf Potgietersrus (hoek van Van Riebeeck- en Voortrekkerstraat), neem Zebedielapad, oor treinbrug, draai links by Oorlogsfontein-afdraai; draai weer links by T-aansluiting; deur spruit; hoenderhokke op linkerkant.



Bekragtiging direk na afloop van veiling.

*Verkoopvoorwaardes:* 10% deposito plus 7,5% afslaerskommissie (met BTW op kommissie) in kontant of bankgewaarborge tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

*BTW betaalbaar:* Slegs op kommissie.

*Roete:* Sien ligging bo.

*Afslaersnota:* Panoramies mooi.

*Besigtiging:* By die adres of reël met die afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 of na ure Piet Human (012) 70-4070 of At Zeeman (012) 77-9386.

#### LEO AFSLAERS (EDMS.) BPK.

REG. No. 87/03427/07

INSOLVENSIEVEILING VAN NUWE VIER SLAAPKAMERWONING (PYPSTEELERF), LAWSONLAAN 1278, WAVERLEY, PRETORIA, OP 27 NOVEMBER 1992 OM 10:30, OP DIE PERSEEL: GEDEELTE 1 ERF 811, IN DIE DORPSGEBIED WAVERLEY, REGISTRASIEAFDELING JR, TRANSVAAL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **W. J. la C. Vermeulen, Meestersverwysing T2559/92**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

Vier slaapkamers, twee badkamers, gaste toilet, gesins-, eet-, sit-, studeer-, werkskamer, ingeboude linnekas. Kombuis met houtkaste, ooghoopte oond en aangrensend opwaskamer en spens, bediendekwartiere met toilet, motorafdak vir drie motors, twee tuinstore, onthaalarea met braai, ingeboude kaste, vloerplaat, teëldak, ommuur met veiligheidshekke, pragtige gevestigde tuin. Erf is 1 347 m<sup>2</sup>, verbeterings is 267 m<sup>2</sup>

*Verkoopvoorwaardes:* 20% deposito kontant of bankgewaarborge tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

*Afslaersnota:* Stil omgewing, naby skole. Ideale gesinswoning.

*Besigtiging:* By die adres of reël met die Afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 of na ure Piet Human (012) 70-4070 of At Zeeman (012) 77-9386.

#### BID-A-BID AUCTIONEERS

Instructed thereto by the Liquidator of **Logopak CC, Master's Reference T2209/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 25 November 1992 at 10:30.

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

#### BID-A-BID AUCTIONEERS

Instructed thereto by the Liquidator of **Kitchen and Flooring Distributors CC, Master's Reference T2668/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof on Wednesday, 25 November 1992 at 10:30.

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

#### BID-A-BID AUCTIONEERS

Instructed thereto by the Liquidator of **Chimaera Construction CC, Master's Reference T4165/91**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 25 November 1992 at 10:30.

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

#### BID-A-BID AUCTIONEERS

Instructed thereto by the Liquidator of **Bosch Cupboards (Pty) Ltd, Master's Reference T2151/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 25 November 1992 at 10:30.

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

#### BID-A-BID AUCTIONEERS

Instructed thereto by the Liquidator of **Dalwood Steel CC, Master's Reference T4043/91**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 25 November 1992 at 10:30.

*Terms:* Cash or bank-guaranteed cheque only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

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**BID-A-BID AUCTIONEERS**

Instructed thereto by the Trustee of insolvent estate **J. J. G. Uys, Master's Reference T2421/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 25 November 1992 at 10:30.

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

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**BID-A-BID AUCTIONEERS**

Instructed thereto by the Trustee of insolvent estate **S. J. Jordaan, Master's Reference T967/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 25 November 1992 at 10:30.

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

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**BID-A-BID AUCTIONEERS**

Instructed thereto by the Trustee of the insolvent estate **J. Aucamp, Master's Reference T966/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Wednesday, 25 November 1992 at 10:30.

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

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**PHIL MINNAAR BK AFSLAERS**

CK85/01372/73

**INSOLVENTE BOEDELVEILING VAN DUETWONING IN OOSTELIKE VOORSTEDEN VAN PRETORIA—FAERIE GLEN**

In opdrag van die Kurator in die insolvente boedel **J. W. J. van der Bank, Meestersverwysing T2673/92**, verkoop ons die ondergenoemde eiendom per openbare veiling op Vrydag, 27 November 1992 om 10:00.

*Plek van veiling:* Panbultstraat 769B, Faerie Glen, Pretoria.

*Beskrywing van eiendom:* Eenheid 2 in die Skema MF 1729, Registrasieafdeling JR, Transvaal, beter bekend as Panbultstraat 769B, Faerie Glen, Pretoria.

*Verbeteringe:* Drie slaapkamers, sit-, en eetkamer, twee badkamers, moderne kombuis, ingeboude kaste, duursame mat, toesluit motorhuis, motor skadu-afdek, plaveisel, ommuur, pragtige gevestigde tuin en bediende toilet.

*Losgoedere:* Hoëtroustel met sprekers, drie stuk rottangstel asook sitbank.

*Terme:* 10% deposito en balans binne 14 dae na aanvraag. Koper is verantwoordelik vir die betaal van die afslerskommissie sowel as BTW daarop. Los goedere streng kontant of bankgewaarborgde tjeks alleenlik.

*Besigtiging:* Skakel ons kantore vir reël van afspraak.

Reg word voorbehou om goedere by te voeg of weg te laat.

*Verdere navrae:* Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK, Afslers, CK85/01372/73, Skinnerstraat 405, Sunnyside, Pretoria.

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**TRAKMAN'S AUCTION SALES**

Instructed thereto by the Liquidator of **Trans Ocean Freight Services CC, in liquidation, Master's Ref. T2606/92**, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 24 November 1992 at 10:30.

*Terms:* Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. Tel. (011) 614-7135.

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**TRAKMAN'S AUCTION SALES**

Instructed thereto by the Liquidator of **Choiceline Computers CC, in liquidation, Master's Ref. T2721/92**, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 24 November 1992, commencing at 10:30.

*Terms:* Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. Tel. (011) 614-7135.



**PHIL MINNAAR CC AUCTIONEERS**

CK85/01372/73

**ENORMOUS LIQUIDATION AUCTION OF PLASTIC BAG MANUFACTURING MACHINERY, VEHICLES, OFFICE FURNITURE, COMPUTERS AND MANY, MANY MORE**

Instructed by the Provisional Liquidator, **Paul D. Kruger, of Cape Trustees Ltd**, Pretoria, in the estate **A. P. Smuts Plastics (Pty) Ltd, in liquidation, Master's Reference T4451/92**, we are selling the contents hereof per public auction on Tuesday, 1 December 1992 at 10:00.

*Place of auction:* 333 Zasm Street, Waltloo, Pretoria.

*Vehicles:* '91 Volkswagen Syncro, '90 Honda Ballade, '92 Toyota Dyna, '88 BMW 735, three trailers, '90 Toyota Cressida 2000, '92 Nissan E20 P/Van, '92 Mitsubishi Comber 35 Honda motor cycle.

*Machinery:* Packsure 55 mm and two 50 mm Extruder complete blowing plant, Mitsui 50 mm extruder 25 cm new double seal inline bagger, Breitz 110 cm and two Arvor 680 cm bagmakers, seven rotary packsure bagmakers, 70 mm Granulator Extruder string type with Tria Granula tor 120E, three complete blowing bandera TR50 30D Extruders, Coemter Automatic Bagmaking MCH BFM and Arvor bagmakers, two complete Comexi four colour stack type flexographic printer, three Crespi 60 mm extrusion lines complete with tower, nips and rewinds and haul off units, two Bielloni printers, large quantity raw materials and many, many more.

*Computers and office furniture:* Eight computers with printers, filing cabinets, typist chairs, typewriter, kitchen of office equipments, Mutual, Magnum and Fireguard safes, desks, fridge, lockers, calculators.

*Engineering equipment:* Milling machine, grinder, Guade drill, Angle attachments, power saw, in/external grounder, vibration pads, lathe.

*Viewing:* One week before auction between 09:00 and 15:00.

*Registration:* Refundable R1 000 to be paid on registration.

*Terms:* Strictly cash or bank-guaranteed cheques only without exception.

*Auctioneers note:* Right is reserved to add or withdraw any items on or before the auction. Some of the items is subject to confirmation.

*Further enquiries:* Kindly contact our offices at (012) 322-8330/1.

Phil Minnaar CC, Auctioneers, CK85/01372/73, 405 Skinner Street, Sunnyside, Pretoria.

**LISA SARDINHA****PUBLIC AUCTION: KEMPTON PARK**

In the matter of insolvent estate **P. Preller, Master's Reference T2239/92**, this Spanish styled house is to be sold on the spot on Friday, 27 November 1992 at 10:30.

Duly instructed by the Trustee, we will sell this property being Erf 2743, Birch Acres Extension 17, better known as 135 Piet-my-vrou Avenue, Birch Acres Extension 17, Kempton Park.

This neat property is ideal for newly weds, which comprises of three bedrooms, two bathrooms, sunken lounge, dining-room, a modern kitchen and scullery. Outside is a braai area and an interesting pool.

*Directions:* On the R21 from Pretoria, take the Bapsfontein turn off, on the M57 turn right into Elgin Avenue, turn right into Mooiriver Road, left into Pongola River Road, right into Krombek Road and then left into Piet-my-Vrou Avenue.

*View:* By appointment only.

*Terms:* A 20% deposit (cash or bank-guaranteed cheque) on the fall of the hammer, the balance by suitable guarantees within 30 days of confirmation of sale.

For further information contact the auctioneers:

Lisa Sardinha, P.O. Box 36642, Menlo Park, 0002, 1064 Arcadia Street, Hatfield, Pretoria. Tel. (012) 342-2041 (also an after hours answering service), 342-3502/5/11. Fax. (012) 342-2042.

**LEO AFSLAERS (EDMS.) BPK.**

REG. No. 87/03427/07

**INSOLVENSIEVEILING VAN DRIE SLAAPKAMERWONING, DENYSSENLAAN 751, SUIDERBERG, PRETORIA, OP 26 NOVEMBER 1992 OM 10:30, OP DIE PERSEEL: ERF 403, SUIDERBERG, REGISTRASIEAFDELING JR, TRANSVAAL**

Behoorlik daartoe gelas deur die Kurators in die insolvente boedel **H. P. R. de Beer en E. M. de Beer, Meesters-verwysing T2846/92**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

Drie slaapkamers, badkamer met stort, aparte toilet, oopplan kombuis met kaste en ooghoogte oond, sit-, eetkamer, volvloermatte, ingeboude kaste, buite toilet, grasdaklapa, nutshut, gevestigde tuin, ommuur, teëldak. Erf is 930 m<sup>2</sup>, verbeterings is ± 140 m<sup>2</sup>.

*Verkoopvoorwaardes:* 20% deposito kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurators.

*Afslaersnota:* Nuut, naby skole.

*Besigtiging:* By die eiendom, daagliks of reël met die afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 of na ure Piet Human (012) 70-4070 of At Zeeman (012) 77-9386.

## VAN'S AFSLAERS

## VEILING VAN PLAAS- EN STADSEIENDOMME

In opdrag van die Kurator van die insolvente boedel **J. J. Verheem en E. F. Verheem, Meestersverwysing T2660/92**, verkoop ons ondervermelde bates per openbare veiling, sonder reserwe en onmiddellike bekragtiging.

*Plaaseiendomme en losgoed:* Woensdag, 25 November 1992 om 10:00, te die plaas Rooikopjes 483, distrik Cullinan.

**A. Plaas 1. Beskrywing:** Resterende gedeelte 7 ('n gedeelte van Gedeelte 2) van die plaas Rooikopjes 483, JR Transvaal.

*Groot:* 126,1871 hektaar.

*Verbeterings:* Plaashuis met vyf slaapkamers; sit-/eetkamer; kaggel; groot kombuis; twee badkamers; studeer-, gesins- en stoorkamers; buitegeboue; kwartiere vir werkers; skaapkraal; boorgat met 380V dompelpomp.

*Ander inligting:* Grens aan Elandsrivier asook aan plaas twee hieronder. Landerye, weiding en wattelbome.

**B. Plaas 2. Beskrywing:** Resterende Gedeelte 2, van die plaas Rooikopjes 483, JR Transvaal.

*Groot:* 133,5634 hektaar.

*Verbeterings:* Drie kamerhuis; stoorkamer; onvoltooide staal skuur; boorgat met pomp en enjin; sinkdam; water-toring.

*Ander inligting:* Hoofsaaklik weiding. Paar perskebome.

*Plase 1 en 2 is aangrensend. Roeteaanwysing:* Neem R4 en draai noord by Cullinan/Rayton afrit. Ry na Rayton op R515. Draai regs in Rayton by Forfar-padteken. Dit is Suidstraat wat verander na Gobeystraat. Draai links van "Van Vuuren"-naambord en hou aan vir  $\pm 5,3$  km tot by vork. Neem regterhand en hou aan vir 2,2 km. Sien ook Van's Afslaers se pylborde.

**C. Losgoed:** O.a. meubels; disse; skrootyster; waterpomp; PVC pype; sleepeg; bale sybokhaar; hangpale; pype; sleepdis; skoffel; hammermeul; skrootplanter en -ploeg; tafel met vlekvrue blad; bus; planteronderdele; werksbanke; 35 syhaarbokke ens.

## STADSEIENDOMME

WOENSDAG, 25 NOVEMBER 1992 OM 12:30, TE CHARLESSTRAAT 72B, MUCKLENEUK, PRETORIA

*Beskrywing:* Erf 514, Muckleneuk, Pretoria, verdeel in twee deeltiteleenhede met duet gebou.

*Groot:* 2 552 m<sup>2</sup> gesamentlik.

**D. Eenheid ST99-1/1992:** *Groot:* 298 m<sup>2</sup> geleë te Charlesstraat 72B, Muckleneuk.

*Verbeterings:* Woonhuis met vyf slaapkamers; portaal; sit- eet- en twee badkamers; kombuis; spens; opwas; stoep; stoor- en bediendekamers; afdak vir drie motors; swembad en braai-area.

**E. Eenheid ST99-2/1992:** *Groot:* 185 m<sup>2</sup> geleë te Charlesstraat 72A, Muckleneuk.

*Verbeterings:* Boonste vlak: Slaap-, sit-, eet- en badkamers; kombuis.

*Onderste vlak:* Twee slaapkamers; sit-, studeer-, gesins- en badkamers; kombuis.

*Verkoopvoorwaardes:* Vaste eiendomme 10% van koopprys deposito plus afslaerskommissie en BTW in kontant of gewaarborgde tjeks onmiddellik. Balans verseker te word met waarborge binne 30 dae. Losgoed—volle koopsom in kontant of gewaarborgde tjeks alleen onmiddellik.

*Afslaersnota:* Reg voorbehoud om enige item by te voeg of te onttrek. Charlesstraat-eiendom ideaal geskik vir woonhuis met kantore of spreekkamers.

*Besigtiging/besonderhede:* Skakel Van's Afslaers by Pretoria (012) 335-2974.

## VAN'S AFSLAERS

## VEILING VAN PLAAS- EN PLOT NABY RUSTENBURG

In opdrag van die Kurator van die insolvente boedels **F. J. Few en P. F. Few, Meestersverwysing T2967/92 en T2968/92** onderskeidelik, verkoop ons ondervermelde bates per openbare veiling, sonder reserwe maar onderhewig aan bekragtiging:

Dinsdag, 24 November 1992 om 11:00, te Plot 93, Shylock, distrik Rustenburg:

*Beskrywing:* Gedeelte 93 ('n gedeelte van Gedeelte 6) van die plaas Shylock 256, JQ, Transvaal.

*Groot:* 21,4133 hektaar.

*Verbeterings:* Woning  $\pm 263$  m<sup>2</sup> bestaande uit vier slaapkamers; twee badkamers; kombuis; sit-, eet- en familie-kamers; stoep; opwas; onvoltooide winkel van  $\pm 144$  m<sup>2</sup>; varkhokke.

*Ligging:* Neem R27 vanaf Rustenburg na Swartruggens. Draai regs met Vlaklaagtepad en hou aan vir 2 km waar 'n klip-/baksteenmuur voorkom. Huis aan regterkant.

Dinsdag, 24 November 1992 om 12:00, te die plaas Shylock, distrik Rustenburg:

*Beskrywing:* Resterende gedeelte van Gedeelte 2 van die plaas Shylock 256, JQ Transvaal.

*Groot:* 683,4013 hektaar.

*Verbeterings:* Twee huise:

*Huis 1:* Het drie slaapkamers; twee badkamers; sit-, eet- en studeerkamers, stoep; drie motorhuise; twee werkhuisse; twee sinkskure.



*Huis 2:* Het twee slaap-, bad-, eet- en sitkamers; kombuis; spens; stoep; portaal; rondawel kelder en twee werkershuise; 180 hektaar land waarvan 35 hektaar onder besproeiing was; sement dam; boorgate; 21 kampe; vyf grond damme; krale en drukgange; koedoes en rooibokke kom voor; grens en Selonsrivier.

*Losgoed:* Ou Fordson Super Major; sinkdam; skroot; twee kantsny masjiene; rolle draad.

*Nota:* Reg voorbehou om enige item by te voeg of te onttrek.

*Verkoopvoorwaardes:* 10% van die koopprys deposito *plus* afslaerskommissie en BTW onmiddellik in kontant of gewaarborgde tjek. Balans verseker te word met waarborge binne 30 dae na bekragtiging.

*Losgoed* alleen vir kontant of gewaarborgde tjeks voor verwydering.

*Ligging:* Neem R27 vanaf Rustenburg na Swartruggens.

Draai regs met Vlaklaagtepad en ry 6,5 km waar uithangbord F. J. Few voorkom. Draai regs in.

*Besigtiging/besonderhede:* Skakel Van's Afslaers, Pretoria (012) 335-2974.

#### PARK VILLAGE AUCTIONS

##### INSOLVENT ESTATE: S. E. MAHNE, MASTER'S REFERENCE T997/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Section 2 of Section 15 of the farm Blaubank, 505 JQ (Krugersdorp/Rustenburg Road), District of Magaliesburg, Transvaal, on Friday, 27 November 1992 at 10:30, a vacant stand.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax. (011) 789-4369.

#### PARK VILLAGE AUCTIONS

##### INSOLVENT ESTATE: M. D. ROONEY AND W. G. ROONEY, MASTER'S REFERENCE T1748/92

Duly instructed by the Provisional Trustee, in the above-mentioned insolvent estate, we will sell by public auction, on site at 18 Moepel Street, corner of Arthur Street, Golf Park, District of Meyerton, Transvaal, on Wednesday, 25 November 1992 at 10:30, a three-bedroomed home.

For further particulars contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax. (011) 789-4369.

#### PARK VILLAGE AUCTIONS

##### INSOLVENT ESTATE: G. L. DE WET, MASTER'S REFERENCE T3815/91

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at 4 Vine Road, Rhodesfield Extension 1, District of Kempton Park, Transvaal, on Tuesday, 24 November 1992 at 10:30, a five-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax. (011) 789-4369.

#### PARK VILLAGE AUCTIONS

##### INSOLVENT ESTATE: G. T. CRICHTON, MASTER'S REFERENCE T3878/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 70 Eighth Avenue, Northcliff Extension 23, District of Johannesburg, Transvaal, on Monday, 23 November 1992 at 10:30, a four-bedroomed home.

For further particulars contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax. (011) 789-4369.

#### LIKIDITER AFSLAERS BK

In opdrag van die Kurator in die insolvente boedel van **J. van der Merwe, Meestersverwysing T3490/92**, sal ons die ondervermelde eiendom per openbare veiling ter plaatse verkoop op Dinsdag, 1 Desember 1992 om 12:00.

Sekere eiendom bekend as Gedeelte 2 van die plaas Wynberg 145, Registrasieafdeling HS, Transvaal, groot 430,4288 hektaar.

*Verkoopvoorwaardes:* 10% deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod en die balans by wyse van bankwaarborg binne 30 dae na bekragtiging wat sal plaasvind onmiddellik na die veiling.

*Meubels en implemente:* Slegs kontant of bankgewaarborgde tjeks.

Likiditer Afslaers BK, Reg. No. 88/05012/23, Johannastraat 6, Florentia, Albertyn. [Tel. (011) 869-2205.] (Verw. S.A.I.A.)

**LIKIDITER AFSLAERS BK**

In opdrag van die Kurator in die insolvente boedel **I. S. Mouton, en F. P. J. E. Mouton, Meestersverwysing T186/92**, sal ons die ondergemelde eiendom per publieke veiling verkoop, onderhewig aan bekragtiging.

Vrydag, 27 November 1992 om 11:00.

Resterende gedeelte van Gedeelte 5 van die plaas Uitkyk 364, Middelburg, Registrasieafdeling JS, Transvaal. Groot 172,6426 hektaar.

*Verkoopvoorwaardes:* 20% deposito in kontant of bankgewaarborgde tjeks met die toeslaan van die bod en die balans by wyse van geskikte waarborge binne 30 dae na bekragtiging, wat sal plaasvind binne 14 dae na die veiling.

Likiditer Afslaers BK, Reg. No. 88/05012/23, Johannastraat 6, Florentia, Alberton. [Tel. (011) 907-8887].

**Case B3337/88**

**PH 89 M82**

**IN THE CENTRAL DIVORCE COURT HELD AT JOHANNESBURG**

In the matter between **Rose Ednah Simelane**, Applicant, and **Mandla Ishmael Simelane**, Respondent

On 28 November 1992 at 10:00, a public auction will be held at the Sheriff's Stores, corner of Ophir-Booyesen and Bosman Streets, Ophirton, Johannesburg, at which the Sheriff of the Magistrate's Court will sell the right of leasehold in respect of House 11549, Orlando West Extension 2, Soweto, Johannesburg, hereinafter called the property.

The said site is in a residential area. The full conditions of the sale which will be read out by the Sheriff of the Magistrate's Court immediately before the sale may be inspected at the office of the Sheriff of the Magistrate's Court and of the Receiver and liquidator.

Dated at Johannesburg on this the 2nd day of November 1992.

D. S. Molefe & Associates, Receiver and Liquidator, Third Floor, Zambesi House, 44 Von Wielligh Street, P.O. Box 7398, Johannesburg. (Tel. 331-9861/2.) (Ref. Mrs Molefe/nds/955.)

**Case B711/88**

**PH 89**

**IN THE CENTRAL DIVORCE COURT HELD AT JOHANNESBURG**

In the matter between **Masoabi Germina Motloung**, Applicant, and **Mshimoni Simon Motloung**, Respondent

On 28 November 1992 at 10:00, a public auction will be held at the Messenger's Stores, corner of Ophir-Booyesen and Bosman Streets, Ophirton, Johannesburg, at which the Sheriff of the Magistrate's Court, will sell the right of leasehold in respect of House 673, Makgetha Street, Protea North, Soweto, Johannesburg, hereinafter called the property.

The said site is in a residential area. The full conditions of the sale which will be read out by the Sheriff of the Magistrate's Court, immediately before the sale may be inspected at the office of the Sheriff of the Magistrate's Court and of the Receiver and liquidator.

Dated at Johannesburg on this the 2nd day of November 1992.

D. S. Molefe & Associates, Receiver and Liquidator, Third Floor, Zambesi House, 44 Von Wielligh Street, P.O. Box 7398, Johannesburg. (Tel. 331-9861/2.) (Ref. Mrs Molefe/nds/1016.)

**Case A2157/88**

**PH 89**

**IN THE CENTRAL DIVORCE COURT HELD AT JOHANNESBURG**

In the matter between **Gertie Maega**, Applicant, and **Lionel Maega**, Respondent

On 28 November 1992 at 10:00, a public auction will be held at the Sheriff's Stores, corner of Ophir-Booyesen and Bosman Streets, Ophirton, Johannesburg, at which the Sheriff of the Magistrate's Court will sell the right of leasehold in respect of House 2195A, Naledi, Soweto, Johannesburg, hereinafter called the property.

The said site is in a residential area. The full conditions of the sale which will be read out by the Sheriff of the Magistrate's Court immediately before the sale may be inspected at the office of the Sheriff of the Magistrate's Court and of the receiver and liquidator.

Dated at Johannesburg on this the 5th day of November 1992.

D. S. Molefe & Associates, Receiver and Liquidator, Third Floor, Zambesi House, 44 Von Wielligh Street, P.O. Box 7398, Johannesburg. (Tel. 331-9861/2.) (Ref. Mrs Molefe/nds/1040.)



**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: C. L. KOEKEMOER, MASTER'S REFERENCE T2170/92**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Kinnerland, 17 Zeeman Street, Southcrest, District of Alberton, Transvaal, on Thursday, 26 November 1992 at 10:00, a well established nursery school with educational contents.

For further particulars contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax. (011) 789-4369.

**PARK VILLAGE AUCTIONS****JOHNSON ROSE TVL (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T2908/92**

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction, on site at Warehouse A1, 60 First Street, Booyens Reserve, District of Johannesburg, Transvaal, on Thursday, 26 November 1992, Commencing at 10:30, assorted designer office furniture.

For further particulars contact the auctioneer, Park Village Auctions. Tel. (011) 789-4375. Fax. (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: P. PEACH, MASTER'S REFERENCE T2763/92**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 121 Venter Street, Capital Park, District of Pretoria, Transvaal, on Friday, 27 November 1992 at 10:30, an undivided half share of a three-bedroomed home.

For further particulars contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax. (011) 789-4369.

**MANNIE AUCTIONEERING COMPANY****INSOLVENT ESTATE A. T. GREYLING, T1376/92**

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot 41 Main Street, Meredale, Johannesburg, on Monday, 30 November 1992 at 10:30, the following:

Well built family home with pool—Meredale (partly renovated internally).

Certain Erf 40, situate 41 Main Street, Meredale, Johannesburg, measuring approximately 1 975 square metres upon which is erected a comfortable family home comprising four living-rooms, fitted kitchen with eye-level oven, separate hob and island breakfast bar, two bathrooms, back porch with toilet.

*Outbuildings:* Garage, staff room and toilet.

*Auctioneer's note:* Although certain internal renovations have been effected the home can be lived in comfortably until such time as the renovations are completed. Plans for the proposed extensive renovations are available.

*Terms:* 15% deposit on signature of the conditions of sale and the balance within 30 days from the date of confirmation.

Now on view—watchman in attendance.

For further particulars apply to the auctioneers.

Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street (corner of Pritchard Street), P.O. Box 9211, Johannesburg, 2000. Tel. (011) 29-9617. Fax. (011) 333-3460.

**VERED ESTATES****PUBLIC AUCTION**

Insolvent estate B. M. Varkel, Master's Reference T3591/92, instructed by the Trustee in the above matter we will sell by public auction Erven 406 and 407, Sydenham, Johannesburg. A single storey three-bedroomed, two bathroom home with swimming-pool and jacuzzi.

*Conditions:* The property will be sold to the highest accepted bidder.

*Terms:* 15% deposit in cash or bank certified cheque immediately, the balance by approved guarantees within 30 days.

On show 22 November 1992 from 11:00 to 13:00, or by appointment with the auctioneer.

*Date of sale:* Tuesday, 1 December 1992 at 12:00, at the property, 52 Kinfauns Street, Sydenham, Johannesburg.

For further information please phone the auctioneers Vered (011) 646-5432.

Vered Estates, P.O. Box 84272, Greenside, 2034. Tel. 646-5432.

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**VERED ESTATES****SUPERLINK STORES (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T3391/92**

Instructed by the Liquidator in the above matter we will sell by public auction the rights to purchase section 7, in the building known as Lone Terrace, together with an undivided share in the common property apportioned to the said section in accordance with its participation quota. Exclusive use of seven covered parking bays and seven open bays. Building also known as office Block B, Lone Hill Boulevard.

**Terms:** 15% deposit immediately, the balance by approved guarantees within 30 days.

**Conditions:** The property will be sold to the highest accepted bidder subject to confirmation by the Liquidator.

**Date of sale:** Wednesday, 2 December 1992 at 12:00, at the property, Office Block B, Lone Hill Boulevard, Lone Hill, Sandton.

For further information and to view please phone the auctioneer Harold Sacks at Vered (011) 646-5432.

Vered Estates, P.O. Box 84272, Greenside, 2034. Tel. 646-5432.

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**J. C. BURCHMORE (PTY) LTD****INSOLVENT ESTATE ANNELIEN HUMAN, MASTER'S REFERENCE T2516/92**

Duly instructed by the Trustee we will sell various household furniture and effects at our salesrooms, 42 Rosettenville Road, Village Main, Johannesburg, on Wednesday, 25 November 1992 at 10:30.

**Terms:** Cash or bank certified cheques only.

J. C. Burchmore (Pty) Ltd, the auctioneers, 42 Rosettenville Road, Village Main, Johannesburg. Tel. 334-3402/4.

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**INTERNATIONAL AUCTIONEERING**

**Canco Sports (Pty) Ltd, in liquidation, Master's Reference T3706/92**, golf equipment, clothing, L.A. gear, running shoes, cricket sets (junior), shelving, office equipment and furniture. At 9 Bessemer Road, Heriotdale, at 10:00, Thursday, 26 November.

International Auctioneers. Tel. (011) 618-3460.

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**INTERNATIONAL AUCTIONEERING**

Insolvent estate **G. Henning, Master's Reference T4144/92**. Golf equipment, clothing, L.A. gear, running shoes, junior cricket sets, shelving, office equipment, furniture. At 9 Bessemer Road, Heriotdale, at 10:00, Thursday, 26 November.

International Auctioneers. Tel. (011) 618-3460.

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**INTERNATIONAL AUCTIONEERING**

Insolvent estate **A. H. Barker, Master's Reference T3877/92**, DJ's Restaurant, contents and liquor licence, as going concern. At 137 Webber Road, Lambton, Germiston, at 10:00, Wednesday, 25 November 1992.

International Auctioneers. Tel. (011) 618-3460.

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**INTERNATIONAL AUCTIONEERING**

Insolvent estate **G. Henning, Master's Reference T4144/92**. Modern luxury double-storey four-bedroomed home, with pool, on one hectare. At 11:00, 27 November 1992, at 69/l Lachlan Road, Glen Ferness (north of Lonehill).

International Auctioneers. Tel. (011) 618-3460.

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**PROPERTY MART SALES****VAN DER BIJLPARK**

Duly authorised by the Joint Liquidators in the insolvent estate **J. A. du Toit, Master's Reference T3288/92**.

Erf 46, Vanderbijlpark South East being 46 Louw Wepener Street and measuring 1 169 square metres in extent. The property comprises of a large lounge, dining-room, kitchen with B.I.C. with separate scullery, study with wall unit, four large bedrooms with B.I.C., two bathrooms, the main bedroom has an en-suite bathroom. The outbuildings comprise of a double lock-up garage, servants' quarters with facilities. Further improvements comprise of a swimming-pool with paved area, the entire property is fully walled and has a well maintained garden.

Sale takes place on 3 December 1992 on the spot at 11:00.

**Terms:** 20% deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance within 30 days by bank or building society guarantee.

**Auctioneers:** Property Mart, estate 1963, 244 Louis Botha Avenue, First Floor, Orange Grove, 2192, P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. Evening (011) 793-6164.



**VAN'S AFSLAERS****VEILING VAN PLOT MET WONING EN TWEE WOONSTELLE, NELSPRUIT DISTRIK**

In opdrag van die gesamentlike Kurators van die insolvente boedel **D. W. Combrink, Meestersverwysing T3011/92**, verkoop ons die ondervermelde eiendom per publieke veiling sonder reserwe en met onmiddellike bekragtiging op Woensdag, 2 Desember 1992 om 11:00, te Plot 36, Clarmont 238.

*Eiendom:* Gedeelte 36, 'n gedeelte van Gedeelte 7 van die plaas Clarmont 238, distrik Nelspruit.

*Groot:* 24,2016 hektaar.

*Verbeterings:* Vierslaapkamerwoning, drie badkamers, aparte sit-, eet- en TV-kamer, kombuis, spens, opwas, drie motorhuise, drie stoorkamers en werkskamer. Drie slaapkamerwoonstel met geriewe en 'n eenslaapkamerwoonstel met geriewe. Arbeiderskwartiere, drie boorgate, een toegerus en 'n gronddam.

*Verkoopvoorwaardes:* 10% van die koopprijs plus afslaerskommissie onmiddellik in kontant of bankgewaarborgde tjek. Waarborg vir die balans binne 30 dae.

*Ligging:* Vanuit Nelspruit neem Ferreirastraat verlenging vir  $\pm 9$  km tot by Clarmontgrondpad,  $\pm 6$  km op grondpad waar verlenging doodloop, die eiendom is aan die regterkant.

*Afslaersnota:* Die eiendom is  $\pm 16$  km vanaf Nelspruit en word deur 'n skoolbus bedien. Bekragtiging geskied met die val van die hamer.

*Besonderhede/besigtiging:* Skakel asseblief S. van Rensburg by (01311) 2-2271, Nelspruit.

Van's Afslaers, Posbus 23062, Innesdal, 0031; Booyesenstraat 521, Gezina, Pretoria. Tel. 335-2974.

**VAN'S AFSLAERS****VEILING VAN WOONSTEL, UMHLLOTI, NOORDKUS, NATAL**

In opdrag van die Kurator van die insolvente boedel **L. S. Kruger, Meestersverwysing T4027/92**, verkoop ons die ondervermelde eiendom per publieke veiling sonder reserwe en met onmiddellike bekragtiging op Saterdag, 5 Desember 1992 om 11:00, te Surfsidewoonstelle C107, Bellamontweg, Umhloti.

*Eiendom:* Deel 63 soos beskryf op Deelplan T81/87 (63) bekend as Surfside C107, Bellamontweg, Umhloti.

*Groot:* 147 m<sup>2</sup>.

*Verbeterings:* Drieslaapkamerwoonstel, twee badkamers met volvloermatte, sit/eetkamer en kombuis met teëlvloere asook toegerus met lugreëling en motorhuis.

*Verkoopvoorwaardes:* 15% van die koopprijs as deposito plus afslaerskommissie onmiddellik in kontant of bankgewaarborgde tjek. Waarborg vir die balans binne 30 dae.

*Afslaersnota:* 'n Gulde geleentheid om 'n aftree- of permanente vakansietuiste aan die kus te bekom.

*Besonderhede/besigtiging:* Skakel Van's Afslaers by (012) 335-2974, Pretoria.

**VAN'S AFSLAERS****VEILING VAN MEUBELS, HUISHOUDELIKE TOERUSTING EN KLERASIE**

In opdrag van die Kurators van insolvente boedels **E. M. Heinsen, T1426/92, J. J. Venter, T520/90, P. J. S. Teixeira, T2040/92 en H. van der Merwe, T2318/92**, verkoop ons onder andere die items hieronder vermeld, per openbare veiling, sonder reserwe:

Op Donderdag, 26 November 1992 om 10:00, te die lokale van Van's Afslaers, hoek van Booyesenstraat en H. F. Verwoerdrylaan, Gezina, Pretoria.

*Beskrywing:* Pragtige 13-stuk Geelhout/Embuia eetkamerstel; sitkamerstelle, tuimeldroër; TV's; hoëtroustel; gholfstokke; oefenfiets; videomasjien; CD-speler; mikrogolfoonde; vrieskas; stoele en 'n groot hoeveelheid mans- en kinderklere en vele meer.

*Verkoopvoorwaardes:* Kontant of gewaarborgde tjeks alleen voor verwydering.

*Nota:* Reg word voorbehou om enige item by te voeg of te onttrek.

*Besigtiging:* Woensdag, 25 November vanaf 14:00 te die lokale van Van's Afslaers.

**AUCTRADE AUCTIONEERS****INSOLVENTE BOEDELVEILING VAN 'N WONING GELEË TE WRIGHT PARK, SPRINGS**

In opdrag van die Kurator in die insolvente boedel **D. P. Doyle, Meestersverwysing T955/91**, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Saterdag, 28 November 1992 om 09:30 te Kapeliusweg 1, Wright Park, Springs.

*Eiendom:* Erf 52, Wright Park, Springs, ook bekend as Kapeliusweg 1, Wright Park, Springs.

*Grootte:* 972 m<sup>2</sup>.

*Verbeterings:* Die woning bestaan uit 'n toegemaakte stoep, sit/eetkamer met ingeboude kroeg, drie slaapkamers, badkamer, kombuis, motorhuis en bediendekamer.

*Afslaersnota:* Ideale woning vir die eerste koper.

*Verkoopvoorwaardes:* 15% deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge ter versekering van die balans van die koopprys moet voorsien word 30 dae na bekragtiging van die verkoping.

*Besigtiging/besonderhede:* Skakel die afslaer by Radiospoor (012) 323-1020 Kode AT11.

Autrade Afslaers, Posbus 30124, Sunnyside, Pretoria, 0132.

#### AUCTRADER AFSLAERS

##### INSOLVENTE BOEDELVEILING VAN 'N PLAAS GELEË TE YZERVARKFONTEIN, BRONKHORSTSPRUIT

In opdrag van die Kurator in die insolvente boedel **C. J. Roodt, Meestersverwysing T2023/92**, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Saterdag, 28 November 1992 om 11:00, te Gedeelte 16 van die plaas Yzervarkfontein, distrik Bronkhorstspuit.

*Eiendom:* Gedeelte 16 van die plaas Yzervarkfontein 194, Registrasieafdeling IR, Transvaal, distrik Bronkhorstspuit.

*Grootte:* 21,4517 hektaar.

*Verbeterings:* Die plaas het 'n ruim woning bestaande uit 'n sitkamer, eetkamer, familiekamer, vyf slaapkamers, twee badkamers en 'n kombuis.

*Buitegeboue:* Stoor, bediendekamer, tweede huis en ander gebou wat half voltooid is.

*Afslaersnota:* Klein plasie met baie potensiaal geleë naby Bapsfontein.

*Verkoopvoorwaardes:* 15% deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge ter versekering van die balans van die koopprys moet voorsien word 30 dae na bekragtiging van die verkoping.

*Rigtingwyser:* Volg die Delmaspad vanaf Bapsfontein tot na die treinbrug. Draai links op die grondpad en volg die rigtingwysers verder.

*Besigtiging/besonderhede:* Skakel die afslaer by Radiospoor (012) 323-1020 Kode AT11.

Autrade Afslaers, Posbus 30124, Sunnyside, Pretoria, 0132.

#### PWV AFSLAERS BK

##### ONGERESERVEERDE OPENBARE VEILING VAN BLOK MET 12 WOONSTELLE TE RUSTENBURG

In opdrag van die Kurator van die insolvente boedel **Adriaan Schutte, Meestersverwysing T2045/92**, verkoop ons die volgende:

Sekere Erf 6, Restant Rustenburg, beter bekend as La-Pitawoonstelle, Boomstraat 34, met die volgende verbeteringe daarop:

12 Woonstelle. Elke woonstel bestaan uit twee slaapkamers, sit-/eetkamer, badkamer met toilet, goed toegeruste kombuis en afdak vir motor.

*Datum:* Woensdag, 25 November 1992.

*Tyd:* 11:00.

*Plek:* Op die perseel Boomstraat 34, Rustenburg.

*Navrae:* Skakel die afslaer in Pretoria (012) 21-5636 of 21-5771 of 21-5780.

*Afslaersnota:* Tans is alle woonstelle verhuur teen 'n maandelikse inkomste van ongeveer R10 200.

PWV Afslaers BK., Posbus 6200, Pretoria, 0001.

#### PWV AFSLAERS

##### ONGERESERVEERDE OPENBARE VEILING VAN PLAAS TE ZUURPLAAT, DISTRIK RUSTENBURG

In opdrag van die Likwidateur in die insolvente boedel van **C. P. F. Marais Boerdery BK, Meestersverwysing T3262/92**, en 3 (drie) ander insolvente boedels, verkoop ons die volgende:

Gedeelte 58 van die Plaas 337, Zuurplaat, groot 8,5653 hektaar, Registrasieafdeling JQ, Transvaal, met die volgende twee woonhuise daarop:

*Huis 1:* Sitkamer, TV-kamer, drie slaapkamers, twee badkamers, kombuis, dubbele motorhuis.

*Huis 2:* Sitkamer, TV-kamer, eetkamer, hoofslaapkamer (en-suite), twee slaapkamers, badkamer met stort.

*Buitegeboue bestaande uit:* Werkwinkel, stoor, buite waskamer, vier motorhuise, rondawel, skaapkrale (nege skaapkampe onder Kikuju) en twee boorgate.

*Aantal losgoed bestaande uit:* Nuffield 4/65 trekker, grassnyer, trekkersleepwa, vyf-tand ripper, 10 skottel een-rigting-eg, drie skaar ploeg, twee steenmakers, poloniesnyer, drie twee-rigting radios, sleepwa, Honda 400CC motorfiets, vier-ton Isuzu koeltrok.



**Datum:** Vrydag, 27 November 1992.

**Tyd:** 10:00.

**Plek:** Op die plaas.

**Navrae:** Skakel die afslaeers by Pretoria (012) 21-5636 of (012) 21-5771 of (012) 21-5780.

**Rigtingwysers:** Vanaf Rustenburg volg die Britspad (R27); draai by Rainbow Chickens na Maanhaarrand (ongeveer 3 km). Volg ons rigtingwysers.

PWV Afslaeers BK, Posbus 6200, Pretoria, 0001. Tel. 21-5636.

#### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LICHTENBURG op 11 Desember 1992 om 10:00 voor die Landdroeskantoor te LICHTENBURG die ondergemelde eiendom by publieke veiling verkoop:—

**GEDEELTE 1** van die plaas LOSLAPDOORNS 94, Registrasie-afdeling I.O., TRANSVAAL;

**GROOT:** 513,9335 Hektaar;

Blykens Akte van Transport T24681/1977

in die naam van FREDERIK JOHANNES MEINTJES

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom: 24 km suidwes van Lichtenburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, dubbelmotorhuis, oop staalkonstruksiestoor met afdakke, staalkonstruksiestoor, voerstoor, koeistal en 2 arbeidershuise. Vekeerend omhein en verdeel in kampe. 7 Boorgate, 2 sementdamme, tenk en suipings.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bod moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaeerskommissie onderworpe aan 'n maksimum van R7 500. (10% 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 10% op die volle koopprys;

Die saldo van die koopsom, plus 18% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

**VERWYSINGSNOMMER:** ACAC 01477 03G 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 12 November 1992.

#### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ELLISRAS op 8 Desember 1992 om 10:00 voor die Landdroeskantoor te ELLISRAS die ondergemelde eiendom by publieke veiling verkoop:—

**RESTERENDE GEDEELTE** van die plaas JOHANNISBERG 509, Registrasie Afdeling L R Transvaal

**GROOT:** 371,8606 hektaar

Blykens Akte van Transport T16603/1982

in die naam van ANNA SOPHIA MALHERBE

Ligging van hierdie eiendom:

60 km oos van Ellirras

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, implemente afdak, stoorkamer, sinkstoor en 5 arbeidershuise. Vekeerend omhein en verdeel in kampe. 2 Boorgate, sementdam, tenk en suipbak. Palalarivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bod 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. (10% 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 10% op die volle koopprys;

Die saldo van die koopsom, plus 18% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste 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: AFAD 02003 01G 02G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 12 November 1992.

### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, CULLINAN op 11 Desember 1992 om 10:00 voor die Landdroskantoor te CULLINAN die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 44 van die plaas BRANDBACH 471, Registrasie Afdeling J.R., Transvaal

GROOT: 589,9861 Hektaar

Blykens Akte van Transport T18632/1982

in die naam van DANIEL CORNELIUS MALAN

Die titelakte sal op die dag van die verkoping beskikbaar wees vir insae deur voornemende kopers.

Die ligging van hierdie eiendom is soos volg:—

14 km oos van Cullinan

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is—

Woonhuis, woonstel, stoor, werkswinkel met kantoor en motorhuis, spuitdip, melkportaal, arbeidershuise en stal. Vee-kerend omhein en verdeel in kampe. Fontein, Zonkololspruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopoooreenkoms 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 bod 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. (10% 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 10% op die volle koopprys;

Die saldo van die koopsom, plus 18% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste 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: AIAC 01340 03G 05G 06G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 12 November 1992.



**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, AMERSFOORT op 10 Desember 1992 om 10:00 voor die Landdroskantoor te AMERSFOORT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 2 (GEDEELTE VAN GEDEELTE 1) VAN DIE PLAAS GROOTFONTEIN 8, Registrasie Afdeling H T Transvaal

GROOT: 543,1999 hektaar

Blykens Akte van Transport T32339/1982

(2) GEDEELTE 2 VAN DIE PLAAS WASCHBANK 1, Registrasie Afdeling H T Transvaal

GROOT: 691,4868 hektaar

Blykens Akte van Transport T32338/1982

in die naam van GEORGE FREDERIK KUUN (OORLEDE)

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendom (1) 36 km oos van Amersfoort

Eiendom (2) 20 km oos van Amersfoort

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Eiendom (1) Veekerend omhein en verdeel in kampe. 3 Gronddamme, 2 boorgate en sementdam.

Eiendom (2) 2 Woonhuise, rondawel, 2 dubbelmotorhuise, 9 pakkamers, melkstal, skeerskuur, trëkkerskuur met afdakke, 2 kuilvoertorings, stalskuur, voerkrale, 2 meelkamers, soutskuur, kampong, bulstalle en arbeidershuis. Veekerend omhein en verdeel in kampe. 6 Boorgate, 3 sementdamme, 2 sinkdamme, spruit, fonteine en 2 watertenks.

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 huurkoopvooreenkoms 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. (10% 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 10% op die volle koopprys;

Die saldo van die koopsom, plus 18,5% 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, koopvooreenkomste 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: AAAA 02253 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 12 November 1992.

**DALES BROS. PROPERTY AUCTIONS**

Duly instructed by the Trustee of the insolvent estate **V. & K. Reddy, Master's Reference N273/92**, public auction to be held on Thursday, 3 December 1992 at 10:00, on site at Unit 14, 132 Northcroft Road, Phoenix.

Family residence, semi-detached double storey three bedroom home, fitted kitchen, family bathroom and second toilet.

Conditions of sale available Tel. (031) 701-3251. 20% bank-guaranteed deposit on the fall of the hammer.

**CAHI AUCTIONEERS****INSOLVENT ESTATE AUCTION**

Time share Silver Sands—week 51, extractor canopy and chimney, display boats, .22 revolver, executive wooden wall unit, fridges, Imbuia board room table, TV, car radios, Hi-fi, hand carved side tables, large quantity computers, 22 Sirius and 10 Apricot monitors, Commidore computer and monitor, key boards—printers etc.

Large quantity modern gold jewellery, Dyma truck, petrol winch, welders, 5 h.p. petrol engine with gearbox, 6 m and 8 m ton truck cranes and much more.

Friday, 27 November 1992 at 10:00, at our Mart, corner of Beatrix and Proes Streets, Arcadia, Pretoria.

As instructed by the Trustees in the various insolvent estates **G. P. du Plessis T1645/92, T. H. C. de Wet T4027/91, A. C. Smit T1592/92, M. J. Steyn T249/92, N. P. J. Kriek T946/92, Atlas Crane Manufacturers, in liquidation T3459/92**

View day prior 13:00–16:00.

Terms: R500 registration fee (refundable). Balance cash or bank-guaranteed cheques only.

CAHI Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-3250. Fax. (012) 324-2215.

### DIPPENAAR EN BOOYSEN (EDMS.) BPK. SE VENDUSIES

#### KORT KENNISGEWING VEILING VAN TREKKER EN WERKTUIG

Behoorlik daartoe gelas deur die Kurators in die insolvente boedel van **Malan van Rooyen, T4079/91**, sal ons die ondergenoemde bates sonder enige inhoudsprys per openbare veiling verkoop op:

Woensdag, 25 November 1992 om 10:00, op die plaas Merriekuil (neem die Potgietersrus–Roedtanpad vir ongeveer 38 kilometer en draai links af met die Bekend–Turfultpad. Volg ons wegwysers.)

*Trekkers:* 1979 Fiat 880 trekker, 1981 Fiat 880 trekker (nie lopend), 1972 John Deere 1020 trekker.

*Voertuie:* 1980 Isuzu bakkie (nie lopend), Volkswagen Golf Diesel (nie lopend).

*Werktuie:* Twee grondbrekers, Fieldspan met saadbakke (nie werkend), John Shearer scarifier, skoffelstel, poeierspruit, swaibalk (90 meter), twee-wiel waentjie, sinkdam, stootskraperlem, Yanmar 5 pk. enjin, drie-punt M.F. eg, rolskoffel en eenweg.

*Namens ander kliënte:* 1983 Mercedes-Benz 300 D sedan, 1988 Fiat 90F13 diesel vragmotor.

Die afslaaers behou die reg voor om enige item voor die veiling te onttrek of by te voeg.

*Besigtiging:* Die oggend voor die veiling.

*Betalingsvoorwaardes:* Slegs kontant of gewaarmerkte tjeks na toeslaan van die bod.

Nadere besonderhede van die afslaaers: Dippenaar en Booyesen (Edms.) Bpk., Posbus 199, Potgietersrus. Tel. 2235 en 2207, na-ure (015423) 600.

## CAPE • KAAP

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Vryburg op 4 Desember 1992 om 11:00 voor die Landdroskantoor te Vryburg die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Resterende Gedeelte van Gedeelte 1 (Groenvlakte Annex) ('n gedeelte van die plaas Weltevreden) 556

GELEE in die afdeling Vryburg

GROOT 68,5226 hektaar

(2) Gedeelte 1 (Chrissie) van die plaas Groen Vlake 557

GELEE in die afdeling Vryburg

GROOT 236,5730 hektaar

(3) Gedeelte 6 (Damhoek) gedeelte van gedeelte 2 van die plaas Graspan 555

GELEE in die afdeling Vryburg

GROOT 256,9596 hektaar

(4) Gedeelte 4 van die plaas MAHEMSVLAKTE 161, Registrasie Afdeling I.O., Transvaal

GROOT 428,0776 hektaar

Eiendomme (1) en (2) soos gehou blykens Akte van Transport T1369/1979 en eiendom (3) soos gehou blykens Akte van Transport T1045/1974 in die naam van PIETER DANIEL WILHELM DE VILLIERS (Identiteitsnommer 390502 5010 00 8) en eiendom (4) soos gehou blykens Grondbrief G237/1950 in die naam van PIETER DANIEL WILHELM DE VILLIERS (Identiteitsnommer 071010 5008 00 1)

Ligging van hierdie eiendomme:

*Eiendomme (1) tot (3)* 8 km oos van Stella

*Eiendom (4)* 12 km oos van Stella

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendomme (1) tot (3)* 2 Ou woonhuise, woonstel, 4 store, afdakke, 2 kuilvoergate. Veekerend omhein en verdeel in kampe. 4 Boorgate, 4 damme, 12 suipkrippe.

*Eiendom (4)* Woonhuis, ou woonhuis, 2 staalstore, 2 klipstore, stal. Veekerend omhein en verdeel in kampe. 5 Boorgate, 3 damme, 12 suipkrippe.



Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (10% 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 10% op die volle koopprys;

Die saldo van die koopsom, plus 18% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: DGAK 02541 01G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 16 November 1992.

## NATAL

### COOPERS THERON DU TOIT TRUST

INSOLVENT ESTATE JOHN ELWYN JONES AND MRS HELEN JONES, TRADING AS LYALL-JONES, CONTRACTORS, MASTER'S REFERENCE N402/92: NOTICE IN TERMS OF SECTION 21 (3) OF THE INSOLVENCY ACT 24 OF 1936, AS AMENDED

Six weeks notice is hereby given of my intention to sell any movable assets belonging to Mrs Helen Jones which vest in the estate of her husband.

All separate creditors of Mrs Helen Jones are hereby invited to prove their claims against the estate of John Elwyn Jones, in terms of section 21 (5) of the Insolvency Act.

The assets will be sold by public auction in the second week of January 1993.

Name of advertiser: Eileen Fey, c/o Coopers Theron Du Toit Trust, P.O. Box 54, Pietermaritzburg, 3200.

### J. M. POTGIETER AFSLAERS

### INSOLVENTE BOEDELVEILING

In opdrag van die Kurator in die insolvente boedels van **H. F. Heyneke Plaasboerdery, N404/92, H. F. Heyneke (Sr), N405/92, H. F. Heyneke (Jr) N407/92**, sal ek op Vrydag, 4 Desember 1992 om 11:00, te plaas Pivaansbad, distrik Vryheid, die volgende verkoop:

#### Eiendomme:

Pragtige besproeiings- en beesplaas:

1. Onderverdeling 3, 4 en 5 van plaas "Pivaansbad" 533, groot (657,735) hektaar.

2. Onderverdeling A van plaas "Zandspruit" 448, groot (171,3064) hektaar.

Die plase vorm 'n eenheid en is geleë in die Vryheid distrik.

**Verbeterings:** Daar is twee woonhuise, een splinternuwe siersteenhuis, buitegeboue, twee store (een toegebou en een staalkonstruksie), motorhuise, melkskuur met verkoelingskamer, Evkom-krag.

**Lande:** 210 hektaar lande waarvan 60 hektaar besproei word: Geskik vir koring, aartappels en mielies.

*Terme:* 10% deposito: Balans 30 dae na bekragtiging.

*Roerende bates:* Valley vyf-toring spilpunt met Siemens drie-fase 37 kilowatt suidelike pomp; 35-punt besproeiingstel met sprinklers; 1983 952 John Deere stroper met koringtafel; vier-ry plukker kop; 1972 4630 John Deere trekker; 1991 Toyota 2,4 vier × vier diesel L.A.W.; 1984 Ry John Deere 7000 planter; 1987 British Tilly Tedding masjien; 1986 Vetsak Slasher; 500 liter onkruid Vetsak spuit; John Deere vier-skaar ploeg; John Deere 140 vier-skaar balkploeg; Vetsak drie-tand ripper; Vetsak skraaplem; G. C. Tillage 26-skaar sleepdisc; Kongskilde K.K.K. saadbed vier met; S.A. Wonder roller; Vican kunsmisstrooier; agt-tand ripper; Vetsak senior hammermeule; vier-ton twee-wiel sleepwa; Vetsak rolsif aartappel-sorteerder; beeskoplamp; vier 10 000 liter kunsmistenks; volledige 2 500 liter milkrite melk verkoeler tenk met kompressor; volledige agt-punt Alfa Laval melk sisteem met Duvac kompressor en voeders; vier-skaar balk ploeg; twee-meter Rotavator en 2140 John Deere trekker.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Plek van veiling:* Vryheid/Natal Spa Pad, 25 kilometer vanaf Vryheid Distrikspad D213, draai na regs Uitzicht, ses kilometer draai na links Skurwepoort, drie kilometer draai na links en ry tot by Pivaansbad.

*Besigtiging:* Reël met afslaer.

*Navrae:* J. M. Potgieter, Jurisforumgebou, Landdroststraat 153, Vryheid. [Tel. (0381) 6122.]

## ORANGE FREE STATE ORANJE-VRYSTAAT

### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Bothaville op 11 Desember 1992 om 10:00 voor die Landdroskantoor te Bothaville, die ondergemelde eiendom by publieke veiling verkoop:—

Onderverdeling 1 (SANS SOUCI) van die plaas RUSTPAN 1147, distrik Bothaville

GROOT: 331,5675 hektaar

Blykens Akte van Transport T278/1978

in die naam van CHRISTIAN RUDOLF SWANEPOEL

Ligging van hierdie eiendom:

31 km suid van Viljoenskroon

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, 2 staalkonstruksie toegeboorde store, 2 sinkstore, dubbelmotorhuis en 2 staalkonstruksie arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, opgaartenk, 3 sementdamme en 3 krippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bod 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. (10% 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 10% op die volle koopprys;

Die saldo van die koopsom, plus 18% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte of koop-ooreenkomste.

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 is onderworpe aan vruggebruik maar dit word verkoop vry van die vruggebruik.

VERWYSINGSNOMMER: BCAA 03470 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 12 November 1992.



**ELLENBERGER & KAHTS****INSOLVENTE BOEDEL VEILING**

In opdrag van die Kurator in die insolvente boedel van **Howard Miller**, sal ons die ondergemelde eiendom per publieke veiling verkoop op die perseel te Wilcocksweg 87, Bayswater, Bloemfontein, op Dinsdag, 24 November 1992 om 10:00.

**Eiendom:** Die eiendom wat aangebied word is sekere Erf 3684, Bloemfontein, groot 2 445 vierkante meter. Die verbeterings bestaan uit 'n aantreklike noordfront woonhuis met Harvey teëldak, bestaande uit ingangsportaal, sitkamer, ruim woonkamer, aparte eetkamer, studeerkamer, kombuis, drie slaapkamers, drie badkamers (twee en suite), aparte toilet en naaldwerkkamer. Daar is lugreëling in die hoofslaapkamer, studeerkamer, woonkamer en gaste slaapkamer. Die woning het volvloermatte van 'n goeie gehalte en ingeboude kaste. Daar is ook 'n ingeboude kroeg en die kombuis is toegerus met 'n ooghoogte oond. Die buitegeboue bestaan uit 'n eenslaapkamer woonstel met ingeboude kaste en volvloermatte met aparte toilet en stort. Die woonstel is voorsien van lugreëling. Daar is verder twee huishulpkamers met stort en w.c., en twee verdere vertrekke wat as kantoor of vertoonlokaal gebruik kan word, ook toegerus met volvloermatte en lugreëlaars. Daar is ook 'n toesluit dubbel motorafdak, spuitbeton swembad, 'n braai-area, tuinmure en afstandbeheerde tuinhekke.

**Terme:** 10% by die veiling en 'n aanvaarbare waarborg vir die balans koopprys binne 21 dae na bekragtiging. Volledige verkoopvoorwaardes sal egter net voor die veiling in die openbaar uitgelees word.

Vir besigtiging en nadere besonderhede tree in verbinding met die afslaers, Ellenberger & Kahts, Henrystraat 40, Bloemfontein. Tel. (051) 30-1511.

Claude Reid, p/a MacRobert De Villiers Lunnon & Tindall, Pretoria.

## Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!



## Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad





# Important

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# Belangrik

Maak uself deeglik vertrouwd met die  
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van wetlike kennisgewings in die Staatskoerant,  
asook met die nuwe tariewe wat daarmee in  
verband staan

**Sien Lys van Vaste Tariewe en Voorwaardes op  
voorste binnebladsye**