

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 350

PRETORIA, 12 AUGUSTUS 1994
AUGUST

No. 15906

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

**LIST OF FIXED TARIFF RATES
AND
CONDITIONS
FOR PUBLICATION OF LEGAL NOTICES IN THE
GOVERNMENT GAZETTE
(COMMENCEMENT: 1 APRIL 1994)**

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYDE 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.

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS **1994**

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

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

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

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

IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for

LEGAL NOTICES
GOVERNMENT NOTICES **1994**

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

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

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

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

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

GEREGTELIKE VERKOPE • SALES IN EXECUTION

TRANSVAAL

Case 7315/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Isaac Zitha**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 1 November 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 31 August 1994 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of 1322 (now known as Erf 1503), Likole Extension 1 Township, Registration Division IR, Transvaal, situated on 1322 (now known as Erf 1503), Likole Extension 1, Katlehong, in the Township of Katlehong, District of Alberton, measuring 330 (three hundred and thirty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster under tiles, consisting of three bedrooms, lounge, kitchen and full bathroom and concrete floors.

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, Alberton.

Dated at Benoni on this the 26th day of July 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg, c/o Hammond, Pole & Dixon, First Floor, Regional Office, 72 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. FB1001/Mrs Pierce.)

Case 6161/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 June 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 2 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain 2111, Dawn Park Extension 8 Township, Registration Division IR, Transvaal, situated on 103 Lancelot Street, Dawn Park, in the Township of Dawn Park, District of Boksburg, measuring 808 (eight hundred and eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising combined lounge and dining-room, study, kitchen, two bedrooms, bathroom and w.c. *Fencing:* Concrete walls.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00175/Mrs Kok.)

Case 4598/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 27 May 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 2 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 138, Bardene Extension 2 Township, Registration Division IR, Transvaal, situated on 16 Fick Street, Bardene, in the Township of Bardene, District of Boksburg, measuring 1 042 (one thousand and forty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Face brick building under tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms. *Outbuildings*: Two garages, carport and w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00158/Mrs Kok.)

Case 1124/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Mark Cotty**, First Defendant, and **Zelda Cotty**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 10 June 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5692, Northmead Extension 4 Township, situated on 9 Fir Street, in the Township of Northmead Extension 4, District of Benoni, measuring 991 (nine hundred and ninety-one) square metres.

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

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00078 (UB78).]

Saak 20577/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **A. Mokwena**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 Junie 1993, sal die onderstaande eiendom op 30 Augustus 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 3903, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, bekend as Southfieldlaan 409, Eersterust-uitbreiding 6. Gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit: Sitkamer, kombuis, toilet, badkamer en drie slaapkamers. *Verbandhouders*: United, Pretoriusstraat 243, Pretoria en Amcar Motor Holdings (Pty) Ltd, Chryslerweg, Sigma Park.

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

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

Gedateer te Pretoria op hede die 27ste dag van Julie 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. Lourens/mev. Genis/VF0246.)

**Case 12753/94
PH 482**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Abrahams, Abdul Wahab**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff for the Supreme Court for the District of Vereeniging, on 1 September 1994 at 10:00, at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Portion 115 (a portion of Portion 20) of the farm Elandsfontein 334, Registration Division IQ, Transvaal, measuring 8,5653 (eight comma five six five three) hectares and held under Deed of Transfer T92722/1993, situated at 115 Elandsfontein 334.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single-storey dwelling with tiled roof and comprising seven rooms, kitchen, two bathrooms (vandalised). *Other improvements*: A double carport. *Outbuildings*: A granny flat with a bedroom, lounge, bathroom (vandalised).

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

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

Dated at Johannesburg on this the 27th day of July 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001, P.O. Box 4184, Johannesburg, 2000, DX 257, Johannesburg. (Tel. 333-0046.) (Fax 29-0274.) (Ref. P. Sapire/Garth Hulley/F227.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 5644/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **E. Malgas**, Verweerder

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief, gedateer 2 November 1993, sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word te die kantore van die Balju, Wolmaranstraat 86, Potchefstroom, op 26 Augustus 1994 om 10:00, aan die hoogste bieder:

Erf 1031, Promosa-uitbreiding 1-dorpsgebied, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 308 (driehonderd en agt) vierkante meter.

Beweerde verbeterings: Drie slaapkamers, kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die artikel 66 van die Landdroshofwet, No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 16% (sesien persent) per jaar op die balans van die koopsom vanaf die datum van verkoop tot datum van registrasie van transport.

3. Die koopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes.

(b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant of verseker deur bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs.

Die voorwaardes van verkoop wat uitgelees sal word deur die Balju, Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof, Wolmaranstraat 86, Potchefstroom.

5. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.

Aldus gedoen en geteken te Potchefstroom op hierdie 24ste dag van Julie 1994.

F. A. Huisamen, vir Huisamen-Ras, Royalgebou, Lombardstraat 44, Posbus 15, Potchefstroom, 2520. (Verw. F. A. Huisamen/eg.)

Saak 6425/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank**, 'n Divisie van ABSA Bank Beperk, Vonnisskuldeiser, en **M. van Bريس**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogenoemde Hof, sal onderstaande eiendom in eksekusie verkoop op 2 September 1994 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 620, Geluksdal-dorpsgebied. *Ligging*: Lilianlaan 620, Geluksdal, Brakpan, grootte 1 096 (eenduisend ses-en-negentig) m².

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis. *Buitegeboue*: Motorhuis.

Sonering: Residensiële.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.

2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus baljukommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.

3. Die koper sal die transportakte asook munisipale belastinge, wat agterstallige en regs-koste mag insluit, betaal asook die prokureur en geregsbodekoste verbonde aan die verkoping.

4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.

5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van Brakpan vanaf datum van hierdie kennisgewing.

Geyser & De Kock, Glenley Huis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mev. Visagie/U587/AH.)

Case 6690/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stephen Makhubela**, First Defendant, and **Nomthandaso Bessie Makhubela**, Second Defendant

Notice is hereby given that on 2 September 1994 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 7 April 1994, namely:

Certain right of leasehold in respect of Erf 15011, Tsakane Extension 5, Registration Division IR, Transvaal, situated at 15011 Tsakane Extension 5.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of lounge, two bedrooms, bathroom and kitchen.

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

Dated at Boksburg on this the 25th day of July 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01303.)

Saak 1852/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Peter James Dawson**, Eerste Verweerder, en **Maria Aletta Dawson**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 18 Julie 1994, sal die eiendom hieronder genoem, verkoop word in eksekusie op 31 Augustus 1994 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, televisiekamer, vier slaapkamers, twee badkamers, twee toilette, kombuis, afdak en betonomheining.

Eiendom: Erf 5501, Secunda-uitbreiding 16, Registrasieafdeling IS, Transvaal, groot 1 008 (eenduisend-en-agt) vierkante meter, gehou kragtens Akte van Transport T76370/90, geleë te Constablestraat 20, 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 hierdie 22ste dag van Julie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.636.)

Saak 18656/93
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Conrad Johannes Fick**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 8 September 1994 om 10:00, by die kantore van die Balju, Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, van die ondergemelde eiendom:

Sekere Erf 503, Fontainebleau-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 784 (eenduisend sewehonderd vier-en-tagtig) vierkante meter, geleë te Rabiestraat 110, Fontainebleau, Randburg.

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

'n Drieslaapkamerhuis met teëldak, bestaande uit sitkamer, eetkamer, familiekamer, studeerkamer, kombuis (ten volle geteël) en twee badkamers (geteël).

Eenmanwoonstel bestaande uit slaapkamer, kombuis, eetkamer en badkamer.

Buitegeboue bestaande uit drie motorhuise, drie afdakke, swembad, lapa, plaveisel, werkskamer, bediendekamer en omheining.

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 Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, of die Eiser se prokureurs, Blakes Ingelyf, te die Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 14de dag van Julie 1994.

D. J. Rens, vir Blakes Ing., Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. mnr. Rens/IVDB/RRF017.)

Case 10137/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Bulloch: David James**, First Execution Debtor, and **Bulloch: Jane Bissett**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office Alberton, on 30 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 1414, situated in the Township of Mayberry Park, Registration Division IR, Transvaal, being 39 Mesambos Street, Mayberry Park, Alberton, measuring 990 (nine hundred and ninety) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room/bar, separate toilet, three bedrooms and bathroom with outbuildings with similar construction comprising of toilet and swimming-pool.

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

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

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

A. S. Simpson, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.305.)

Case 2629/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Robertson, Linda Estelle**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 30 August 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 3538, situated in the Township of Brackendowns Extension 3, Registration Division IR, Transvaal, being 89 Neville Street, Brackendowns Extension 3, Alberton, measuring 1 000 (one thousand) square metres.

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

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

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

Dated at Johannesburg this 7th day of July 1994.

S. A. Simpson, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.192.)

Case 13190/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Botha, Gerardus Jacobus Gideon**, First Execution Debtor, and **Botha, Arnolia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 31 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Erf 647, situated in the Township of West Krugersdorp, Registration Division IQ, Transvaal; being 11 Van Wyk Street, West Krugersdorp, measuring 565 (five hundred and sixty-five) square metres.

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

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

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

Dated at Johannesburg this 11th day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.317.)

Case 1127/94

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Scwebu, Ntombizanele Aquilla**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 2 September 1994 at 11:15, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 7355, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7355 Vosloorus Extension 9, Boksburg, measuring 280 (two hundred and eighty) square metres.

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

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

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

Dated at Johannesburg this 22nd day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/S507/fp.)

Case 8359/94

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Ndzimande, Zimise Felix**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 2 September 1994 at 11:15, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 15, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 15 Isidwadwa Crescent, Vosloorus Extension 5, Boksburg, measuring 287 (two hundred and eighty-seven) square metres.

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

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

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

Dated at Johannesburg this 22nd day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N246.)

Case 23141/91
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Tihapane Daniel Tsietsi**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 6 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale

Certain Site 1250 (previously known as Site 1508) situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 1 250 (previously known as 1508) Larato Street, Siluman View, Likole Extension 1, Alberton, measuring 396 (three hundred and ninety-six) square metres.

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

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

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

Dated at Johannesburg this 19th day of July 1994.

B. W. Webber, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/T5/fp.)

Case 9619/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mashele, Boaz**, First Execution Debtor, and **Sithole, Nyashwa Delina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 2 September 1994 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 16554, situated in the Township of Vosloorus Extension 26, Registration Division IR, Transvaal, being 16554 Mathapama Street, Vosloorus Extension 26, Boksburg, measuring 308 (three hundred and eight) square metres.

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

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

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

Dated at Johannesburg this 25th day of July 1994.

B. W. Webber, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M833.)

Case 9216/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Standard Bank of S.A. Ltd**, Execution Creditor, and **Kumalo Mduduzi Raymond**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 8 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Site 11739, situated in the Township of Pimville Zone 6, Registration Division IQ, Transvaal, being 11739 Pimville Zone 6, Soweto, measuring 240 (two hundred and forty) square metres.

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

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

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

Dated at Johannesburg this 25th day of July 1994.

B. W. Webber, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/K.204.)

Case 1549/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mabote, Joshua Tautona**, First Execution Debtor, and **Mabote, Toti Johanna**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 2 September 1994 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 65, situated in the Township of Vosloorus Extension 3, Registration Division IR, Transvaal, being 65 Vosloorus Extension 3, Boksburg, measuring 419 (four hundred and nineteen) square metres.

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

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

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

Dated at Johannesburg this 26th day of July 1994.

B. W. Webber, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M775.)

Case 3945/94

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

In the matter between **Reebou Konstruksie (Edms.) Beperk**, Plaintiff, and **Johannes Nocolaas Rheeder**, Defendant

In pursuance of the judgment in the Court of the Magistrate, Kempton Park, and a warrant of execution dated 20 April 1994, the property listed hereunder will be sold in execution on 8 September 1994 at 10:00, in front of the offices of the Sheriff, 8 Park Street, Kempton Park:

Erf 690, Norkem Park Extension 1, Registration Division IR, Transvaal, also known as 42 Dick Mullerrylaan, Norkem Park, measuring 999 square metres.

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

The purchaser shall pay 10% (ten per cent) of the purchased price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest thereon subject to the bank's current lending rates from the date of sale to date of payment thereof, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

The following improvements are situated on the property: A dwelling-house consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms, two garages, kitchen, study, family/TV-room, pool and a driveway, all under a tin roof, partially surrounded by walls.

P. A. Cronjé, for Schumann van der Heever & Slabbert, Plaintiff's Attorneys, Permanent Plaza, Voortrekker Street, Kempton Park. (Ref. P. A. Cronje/PvN/K1535/94 "C".)

Saak 10399/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Van Wyk D. G.**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 7 April 1994, sal die onderstaande eiendom op 30 Augustus 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noord-Oos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregteik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 913, geleë in die dorpsgebied Silverton-uitbreiding 5, Registrasieafdeling JR, Transvaal, bekend as Sysiestraat 918, Silverton-uitbreiding 5, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, motorhuis, twee afdakke, drie bediendekamers en toilet.

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

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

Die belangrikste voorwaardes daarin vervat is die volgende: 'n 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 26ste dag van Julie 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. Lourens/mev. Genis/VF0329.)

Saak 5569/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06), Eiser, en **Michael William David Black**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 8 Junie 1994, sal hierdie ondervermelde eiendom geregteik verkoop word op 2 September 1994 om 10:00, te die Landdroshof, Foxstraat-ingang, Johannesburg, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 1479, Newlands-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 421 (vierhonderd een-en-twintig) vierkante meter, gehou kragtens T42172/90, bekend as Italianweg 83, Newlands.

Die volgende verbeterings is op die eiendom geleë (maar in hierdie verband word niks gewaarborg nie): Woonhuis bestaande uit: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, badkamer met stort.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% (tien persent) op die dag van verkoping betaal en waarborge vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Gedateer te Roodepoort hierdie 21ste dag van Julie 1994.

Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Verw. Mev. Le Roux/50073.)

NOTICE OF SALES IN EXECUTION – IMMOVABLE PROPERTY

A sale in execution of the undermentioned properties is to be held in front of the Magistrate's Court, Ermelo, on Thursday, 1 September 1994 at 10:00:

The Execution Creditor in all these matters is **Nedcor Bank Limited**, and the sales take place pursuant to Judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division).

Full conditions of sale can be inspected at the offices of the Sheriff, Ermelo, at G. F. Botha and Van Dyk Building, corner of Church and Joubert Streets, Ermelo, and will be read out prior to the sale.

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

1. Case 10975/94

Execution Debtor: Felokwakhe Petrus Motha.

Property: All right, title and interest in the leasehold in respect of Erf 3033, situated in the Township of Wesseltown, Ermelo, Registration Division IT, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and one and a half bathroom.

(File Ref. Mr Du Plooy/GT1668.)

2. Case 10973/94

Execution Debtor: Sikhathi Naphtal Dhludhlu.

Property: All right, title and interest in the leasehold in respect of Stand 3008, in the Township of Wesseltown Extension 1, Registration Division IT, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and bathroom.

(File Ref. Mr Du Plooy/GT1670.)

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fanothi Phillip Sithole**, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Church Street, Hendrina, on Tuesday, 30 August 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Middelburg, at Auxilium Building, 4A Eksteen Street, Middelburg.

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

Property: All right, title and interest in the leasehold in respect of Erf 937, situated in the Town KwaZamokuhle Extension 1, Registration Division IS, Transvaal, also known as Stand 937, KwaZamokuhle Extension 1, District of Middelburg.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1690.)

NOTICE OF SALES IN EXECUTION — IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the offices of the Sheriff of the Supreme Court, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 9 September 1994 at 11:00:

The Execution Creditor in all these matters is **Nedcor Bank Limited**, and the sales take place pursuant to judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division).

Full conditions of sale can be inspected at the offices of the Sheriff, Wonderboom, at the above-mentioned address and will be read out prior to the sale.

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

1. Case 11607/94

Execution Debtors: **Ntzo Shadrack Thepa** and **Mmakgohle Selinah Thepa**.

Property: Erf 1483, Soshanguve K Township, Registration Division JR, Transvaal, measuring 249 square metres, held by virtue of Deed of Transfer T66818/93, also known as 1483 Block K, Soshanguve.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

(File Ref. Mr Du Plooy/GT1681.)

2. Case 9300/94

Execution Debtor: **Matome Phillip Baloyi**.

Property: All the right, title and interest to the leasehold in respect of Erf 32, situated in the Township of Soshanguve HH, Registration Division JR, Transvaal, measuring 400 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL70247/92, known as Erf 32, Block HH, Soshanguve.

Improvements: Three bedrooms, kitchen and lounge.

(File Ref. Mr Du Plooy/GT1604.)

Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Case 28974/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Venter Albertus**, First Execution Debtor, and **Venter Lilian Vallery**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on 8 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Erf 1088, situated in the Township of Kempton Park Extension 3, Registration Division IR, Transvaal, being 29 Jacaranda Street, Kempton Park Extension 3.

Measuring: 1 301 (one thousand three hundred and one) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage, two servants' rooms, toilet and swimming-pool.

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

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

Dated at Johannesburg on this 25th day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/V.111/fp.)

Case 15532/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Tladi, Monageng Jacob**, First Execution Debtor, and **Gwangwa, Mokgadi Johanna**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 8 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 301, situated in the Township of Motsu, Registration Division IR, Transvaal, being 301 Motsu Section, Tembisa, Kempton Park, measuring 369 (three hundred and sixty-nine) square metres.

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

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

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

Dated at Johannesburg this 25th day of July 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T134.)

Saak 588/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bepers**, Eiser, en **Mbali Ernest Ndhlovu**, Eerste Verweerder, en **Hermine Winnie Ndhlovu**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 9 Maart 1993, sal die ondervermelde eiendom geregtelik verkoop word op 2 September 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Gedeelte 12 van Erf 3814, Mhlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 541 vierkante meter, gehou kragtens Sertifikaat van Eienaarskap TE18151/1992, bekend as Gedeelte 12 van Erf 3814, Mhlakeng-dorpsgebied, Randfontein.

Die gebruik van die eiendom is vir besigheidsdoeleindes. Daar is 'n dubbelverdieping gebou opgerig op die eiendom van baksteen en sement onder 'n sinkdak. Die grondvloer bestaan uit 'n winkel (huidiglik gebruik as 'n supermark), 'n koelkamer en ablusie fasiliteite. Die eerste verdieping word huidiglik gebruik as 'n nagklub. Die buitegeboue bestaan uit twee koelkamers. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R19 900 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, 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, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N541.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Lochstraat 51, Meyerton, 1960, op Donderdag, 1 September 1994 om 10:00.

Eksekusiekrediteur: **Nedcor Bank Beperk.**

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

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

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

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

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

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

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

(f) Ingebreke 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.

Saak: 9801/89.

Vonnisskuldenaar: **V. Fourie en E. A. Fourie.**

Eiendom: Erf 165, Klipwater, Registrasieafdeling IR, Transvaal.

Grootte van eiendom: Groot 1 413 vierkante meter.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straatadres van eiendom: Cedarstraat 165, Klipwater, distrik Meyerton.

Rente op vonnisskuld: 22,75% (twee-en-twintig komma sewe vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureurs, Barclayssentrum, Lesliestraat 29; Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/256.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Lochstraat 51, Meyerton, 1960, op Donderdag, 1 September 1994 om 10:00.

Eksekusiekrediteur: **Nedcor Bank Beperk.**

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

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

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

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

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

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

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

(f) Ingebreke 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.

Saak: 10132/93.

Vonnisskuldenaar: **J. C. Pretorius en W. C. S. Pretorius.**

Eiendom: Gedeelte 75 (gedeelte van Gedeelte 66) Koelfontein 431, Registrasieafdeling IR, Transvaal.

Grootte van eiendom: Groot 8,5653 hektaar.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straatadres van eiendom: Gedeelte 75 (gedeelte van Gedeelte 66), Koolfontein 431, distrik Meyerton.

Rente op vonnisskuld: 16% (sestien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureurs, Barclayssentrum, Lesliestraat 29; Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/574.)

Case 10671/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkareng Zacharia Tshasanyane**, First Defendant, and **Mabatho Anna Tshasanyane**, Second Defendant

A sale in execution of the undermentioned property is to be held at in front of the main entrance to the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark, on 26 August 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, 5 Rietbok Building, Genl. Hertzog Street, Vanderbijlpark.

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

Property: All the right, title and interest to the leasehold in respect of Stand 17289, Sebokeng Unit 14 Township, Registration Division IQ, Transvaal, measuring 267 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL84767/88.

Improvements: Two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1649.)

Case 11528/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malesela Samuel Rakgolane**, First Defendant, and **Nomajuta Martha Rakgolane**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), Old Warmbaths Road, Bon Accord, on 9 September 1994 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address.

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

Property: All the right, title and interest to the leasehold in respect of Erf 20780, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 280 square metres, held under Certificate of Registered Grant of Leasehold TL43659/1987.

Improvements: Three bedrooms, bathroom, kitchen and lounge/dining-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1711.)

Case 11844/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hoofd Erf 1469 Roodepoort CC** (CK93/03163/23), Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff of the Supreme Court, Roodepoort, at 182 Progress Avenue, Lindhaven, Roodepoort, on 9 September 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the aforementioned address.

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

Property: Erf 1469, Roodepoort Township, Registration Division IQ, Transvaal, measuring 495 square metres, held by virtue of Deed of Transfer T17925/93, also known as 104 Hoofd Street, Roodepoort.

Improvements: Three bedrooms, bathroom, kitchen, lounge, dining-room, family room and two carports.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1672.)

Saak 4087/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Silverster Cartwright**, Eerste Verweerder, en
Junethia Cartwright, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak, op 18 April 1994, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos op 30 Augustus 1994 om 10:00, te Sinodale NG Kerk Sentrum, Visagiestraat 238, Pretoria, verkoop:

Erf 5352, geleë in die Eersterust-uitbreiding 6-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 321 (drie twee een) vierkante meter, gehou kragtens Akte van Transport T18335/89, onderhewig aan al sodanige voorwaardes wat in genoemde akte vermeld staan of na verwys word en spesiaal onderhewig aan die voorbehoud van mineraleregte.

Bekend as Selbournestraat 421, Eersterust.

Hersonering: As woongebied.

Die eiendom is verbeter en bestaan uit sitkamer, drie slaapkamers, badkamer, wk., kombuis en motorafdak.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, 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, Noordoos, Pretoriusstraat 120, Hatfield, Pretoria.

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

C. T. P. Eksteen, vir Du Plessis & Eksteen, Prokureur vir die Eiser, 10de Verdieping, Merinogebou, hoek van Bosman- en Pretoriusstraat, Pretoria. (Tel. 21-8154.) (Verw. mnr. Eksteen/co.)

Saak 29851/91

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

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Family United Investments CC**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Marshallstraat 131, Johannesburg, op 1 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Gedeelte 2 van Erf 366, Linden-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Negende Laan 8, Linden, grootte 2 313 m² (twee drie een drie) vierkante meter.

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

Hoofgebou: Sitkamer, eetkamer, studeerkamer, familiekamer, vyf slaapkamers, kroeg, twee kombuise, twee badkamers/toilette, badkamer/stort/toilet, aantrekkamer en jacuzzi.

Buitegeboue: Twee bediendekamers, stort/toilet, swembad/filter, patio, geplaveide opritte en muur omheining.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 1ste dag van Augustus 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, hoek van Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8141E.)

Case 18396/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mthembu, Bullard Mzwandile**, First Execution Debtor, and **Kumalo, Stephina Nomakhosi**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 2 September 1994 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 7754, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7754 Vosloorus Extension 9, Boksburg, measuring 280 (two hundred and eighty) square metres.

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

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

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

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

Dated at Johannesburg this 28th day of July 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M661.)

Case 9610/94
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Gruening, Willem Andre**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Magistrate's Court, Westonaria, on Friday, 2 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 638, Westonaria Township, Registration Division IQ, Transvaal, area 972 (nine hundred and seventy-two) square metres, situation: 5 Gibson Street, Westonaria, 1780.

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

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

Dated at Johannesburg on this 27th day of July 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N8: NK10.)

Saak 1057/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Boland Bank Beperk**, Eiser, en **J. Staal**, Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 14 Mei 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 9 September 1994 om 10:30, voor die Landdroskantoor, Middelburg, aan die persoon wat die hoogste bod maak naamlik:

Gedeelte 2 van die plaas Koelenhof 268, Registrasieafdeling JS, Transvaal, groot 8,5653 (aght komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T12424/89, onderhewig aan al sodanige voorwaardes as wat in gemelde akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Totiusstraat 107, Golfsig, Middelburg.

Geteken te Middelburg op hierdie 1ste dag van Augustus 1994.

A. L. Terblanche, vir Terblanche & Du Preez, Voortrekkerstraat 18, Middelburg, 1050. (Verw. ALT/HS/BBT367.)

Case 1057/94

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

In the matter between **Boland Bank Beperk**, Plaintiff, and **Jules Staal**, Defendant

In execution of a judgment of the above Honourable Court and writ of execution dated 14 May 1994, the following immovable property will be sold in execution at the Magistrate's Office, Middelburg, on 9 September 1994 at 10:30, namely:

Portion 2 of the farm Koelenhof, Registration Division JS, Transvaal, measuring 8,5653 (eight comma five six five three) hectares, held by Deed of Transfer T12424/89.

This conditions of sale that will be read strictly before the sale lie for inspection at the office of the Sheriff of the Court, 107 Totius Street, Golfsig, Middelburg.

Dated at Middelburg on this the 1st day of August 1994.

A. L. Terblanche, for Terblanche & Du Preez, Voortrekkerstraat 18, Middelburg, 1050.

Saak 06714/94

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

In die saak tussen **Transnet Beperk**, Eiser, en **Fourie, Henry Kenton**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Overvaal, Krugerlaan 28, Vereeniging, op 8 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Vereeniging voor die verkoping ter insae sal lê:

Sekere: Erf 1140, Vereeniging-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 190 (eenduisend, eenhonderd en negentig) vierkante meter (ook bekend as Alexanderstraat 24, Duncanville, Vereeniging).

Verbeterings (nie gewaarborg nie): Woonhuis met 'n sinkdak, drie slaapkamers, kombuis, sitkamer, bad en toilet, stoep, garage met 'n afdak en bediendekamer met toilet.

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

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum heffing R200 (tweehonderd rand).

Gedateer te Johannesburg op die 28ste dag van Julie 1994.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/mev. Bowden/Z12307.)

Saak 622/87

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **R. P. du Toit Strauss**, Verweerder

'n Verkoping word gehou te Balju, Princestraat 60, Bloemhof, op Donderdag, 1 September 1994 om 10:00 van:

Gedeelte 15 ('n gedeelte van Gedeelte 1) van die plaas Weltevreden 268 Registrasie HO, Transvaal, groot 42,8273 hektaar, gehou kragtens Akte van Transport T46073/84 (beter bekend as plaas Weltevreden, Bloemhof).

Besonderhede word nie gewaarborg nie.

Woonhuis bouvallig en staalstoor.

Besigtig voorwaardes by Balju, Bloemhof, Princestraat 60, Bloemhof.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mnre. Ferreira/hvdm.)

Case 12670/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Shoba Kenneth Moloko**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 16 September 1994 at 11:00, 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 said Sheriff, prior to the sale:

Certain: Erf 20745, situated in the Township of Mamelodi, Registration Division JR, Transvaal, area 270 (two hundred and seventy) square metres, situated at Site 20745, Mamelodi.

Improvements (not guaranteed): A lounge, dining-room, kitchen, 3 (three) bedrooms and bathroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 28th day of July 1994.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. [Tel. (012) 326-8923/4/5.] [Fax (012) 323-7431.] (Docex 70.) (Ref. MJL/jm/L6637.)

Case 11364/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Philemon Tlou Mokoatedi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 16 September 1994 at 11:00, 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 said Sheriff, prior to the sale:

Certain: Erf 19788, situated in the Township of Mamelodi, Registration Division JR, Transvaal, area 266 (two hundred and sixty-six) square metres, situated at Site 19788, Mamelodi.

Improvements (not guaranteed): A lounge, dining-room, kitchen, 3 (three) bedrooms and bathroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 28th day of July 1994.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. [Tel. (012) 326-8923/4/5.] [Fax (012) 323-7431.] (Docex 70.) (Ref. MJL/jm/L6616.)

Case 12391/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Tselapedi Josias Tshabalala**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 16 September 1994 at 11:00, 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 said Sheriff, prior to the sale:

Certain: Erf 20764, situated in the Township of Mamelodi, Registration Division JR, Transvaal, area 260 (two hundred and sixty) square metres, situated at Site 20764, Mamelodi.

Improvements (not guaranteed): A lounge, dining-room, kitchen, 2 (two) bedrooms and bathroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 28th day of July 1994.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. [Tel. (012) 326-8923/4/5.] [Fax (012) 323-7431.] (Docex 70.) (Ref. MJL/jm/L6631.)

Case 11365/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mohlahlogo Timothy Mabena**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 9 September 1994 at 11:00, 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 said Sheriff, prior to the sale:

Certain: Erf 1027, situated in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, area 375 (three hundred and seventy-five) square metres, situated at Site 1027, Mamelodi Extension 2.

Improvements (not guaranteed): A lounge, dining-room, kitchen, 4 (four) bedrooms and bathroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 28th day of July 1994.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. [Tel. (012) 326-8923/4/5.] [Fax (012) 323-7431.] (Docex 70.) (Ref. MJL/jm/L6619.)

**Case 7849/94
PH 104**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Moletsane, Joseph Itumeleng**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on 8 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 951, situated in the Township of Tembisa Extension 4, Registration Division JR, Transvaal; being 951 Tembisa Extension 4, Kempton Park.

Measuring: 323 (three hundred and twenty-three) square metres.

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

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

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

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

Dated at Johannesburg on this 29th day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/fp/M700.)

Case 6765/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Baxter, John George**, Execution Debtor

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

Certain: Erf 1448, situated in the Township of Newlands (Jhb), Registration Division IQ, Transvaal; being 61 Italian Road, Newlands, Johannesburg.

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

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge, entrance hall, pantry, three bedrooms, bathroom with outbuildings with similar construction comprising garage, servant's room and toilet.

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

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

Dated at Johannesburg on this 28th day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/B.244.)

Saak 12292/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Derbyshire Desmond Owin**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 1 September 1994 om 10:00, verkoop word deur die Balju te kantore van De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 39 van Erf 5401, Ennerdale-uitbreiding 9-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 375 vierkante meter (ook bekend as Lebatiesingel 30, Ennerdale-uitbreiding 9).

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

Enkelverdieping woonhuis met sit/eetkamer, drie slaapkamers, badkamer/toilet en kombuis.

Datum: 1 Augustus 1994.

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

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Donald Hawkrigde**, Verweerder

Eksekusieverkoping gehou te word te die kantore van Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, op 30 Augustus 1994 om 10:00:

Van Gedeelte 1 van Erf 524, geleë in die dorpsgebied Ferndale, Regstrasieafdeling IQ, grootte 1 711 m² (eenduisend sewehonderd en elf) vierkante meter.

Die eiendom is geleë en staan bekend as Vinelaan 391, Ferndale, Randburg.

Verbeterings bestaan uit ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers en twee badkamers.

Huis het 'n teëldak.

Swembad.

Bediendekamer met badkamer, kantoor en stoor.

'n Substansiële bouverenigingverband kan gereël word vir die goedgekeurde koper.

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Randburg.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. Hugo/qk/SB331.)

Cae 142/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr D. & Mrs J. F. Engelbrecht**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Koster, and a writ of execution dated 13 May 1994, a sale by public auction without a reserve price will be held on 2 September 1994 at 10:00, in front of the Magistrate's Court, Koster, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Koster, the Clerk of the Court, Magistrate's Court, Main Street, Koster and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the defendants:

Erf 355 (measuring 1 997 square metres), Erf 356 (measuring 2 245 square metres) and Erf 357 (measuring 2 493 square metres), Registration Division JP, Transvaal, held under Deed of Transfer T61062/92, better known as 19 Railway Street, Koster.

The following particulars are furnished but not guaranteed: An unimproved property.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other acceptable guarantee must be furnished within fourteen (14) days of the sale.

Dated at Rustenburg this 22nd day of July 1994.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg. (Ref. Mr Klynsmith/IDP.)

Case 3404/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **P. J. Flowers**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 24 June 1994, a sale by public auction without a reserve price will be held on 7 September 1994 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

A unit comprising Portion 2 as shown and more fully described on Sectionplan SS134/92 in the building or buildings known as Rise-and-Shine 2, situated at 80 Bosch Street, Rustenburg, measuring 30 square metres as well as Garden Y3 (measuring 32 square metres) and Parking P2 (measuring 23) square metres.

The following particulars are furnished but not guaranteed: Bachelor flat, lounge/dining-room, kitchen, bedroom, bathroom, carport and floors covered with carpets.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other acceptable guarantee must be furnished within fourteen (14) days from date of sale.

Dated at Rustenburg this 22nd day of July 1994.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg. (Ref. Mr Klynsmith/IDP.)

Case 8300/90

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Nozililo Evelyn Khuhlase**, First Defendant, **Mimi Maria Majola**, Second Defendant, and **Pasika Jetro Mtshali**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and warrant of execution dated 15 June 1994, the property listed hereunder will be sold in execution on Wednesday, 31 August 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 4879, Daveyton Township, Registration Division IR, Transvaal, measuring 329 (three hundred and twenty-nine) square metres, known as 4879 Mocke Street, Daveyton, Benoni.

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

Main building: Bricks under asbestos residence comprising two bedrooms, w.c., kitchen, lounge and dining-room.

Outbuildings: Two rooms.

Fencing: Precast.

Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per centum) of the price, plus costs as in two above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 22,75% (twenty-two comma seven five per centum) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 26th day of July 1994.

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

Case 283/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Matshupsahe Jeffrey Maleka**, First Defendant, and **Bongi Martha Ngomane Maleka**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 29 June 1994, the property listed hereunder will be sold in execution on Friday, 2 September 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18552, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 332 (three hundred and thirty-two) square metres, known as Lot 18552, Tsakane Extension 8, Brakpan.

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

Main building: Semi-face bricks under tiles residence, comprising lounge, dining-room, two bedrooms, bathroom and kitchen. *Fencing:* Diamond mesh. *Zoned:* Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchasers name are to be delivered to the transferring attorney within 14 days of the sale date.

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

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

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

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

Dated at Benoni on this the 26th day of July 1994.

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

Case 1584/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Boy John Lesele**, First Defendant, and **Elizabeth Baitirile Lesele**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 29 June 1994, the property listed hereunder will be sold in execution on Friday, 2 September 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18279, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 322 (three hundred and twenty-two) square metres, known as Lot 18279, Tsakane Extension 8, Brakpan.

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

Main building: Semi-face bricks under tiles residence, comprising lounge, two bedrooms, bathroom and kitchen. Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

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

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

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

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

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

Dated at Benoni on this the 26th day of July 1994.

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

Saak 2046/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedbank Bpk.**, Vonnisskuldeiser, en **M. J. de Lange**, Vonnisskuldenaar

Ten uitvoerlegging van die vonnis toegestaan en daaropvolgende lasbrief vir eksekusie gedateer 23 Februarie 1994, sal die volgende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 26 Augustus 1994 om 10:00, by die Landdroskantore te Vanderbijlpark, te wete:

Sekere: Hoewe 84, Lindequedriflandbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,0745 (twee komma nul sewe vier vyf) hektaar, gehou kragtens Akte van Transport T112062/92.

Verbeterings (nie gewaarborg): Enkelverdiepingwoonhuis, bestaande uit: Sitkamer, slaapkamers, badkamer, kombuis, motorhuis en bedienekamer.

Terme:

1. 10% (tien persent) van die koopprys in kontant, as 'n deposito op die dag van die verkoping en die balans, plus rente teen 21,75% (een-en-twintig komma sewe vyf persent) 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 Landdros, Kamer 102, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, 1900.

Gedateer te Vanderbijlpark hierdie 28ste dag van Julie 1994.

G. Basson, vir Fradgley-Bekker, Prokureurs vir Vonnisskuldeiser, NBS-gebou, Posbus 946, Vanderbijlpark. [Tel. (016) 33-4305/6.]

Case 2046/93

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

In the matter between **Nedbank Ltd**, Judgment Creditor, and **M. J. de Lange**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Vanderbijlpark, and writ of execution dated 23 February 1994, the following property, which has been declared specially executable, will be sold in execution on 26 August 1994 at 10:00, at the Magistrate's Court, Vanderbijlpark, to the highest bidder:

Certain: Stand 84, Lindequesdrif Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,0745 (two comma nil seven four five) hectares; held under Deed of Transfer T112062/92.

Improvements (not guaranteed): Single storey dwelling, consisting of sitting room, bedrooms, bathroom, kitchen, garage and servant's room.

Terms:

1. 10% (ten per cent) of the purchase price in cash at sale, the balance plus interest at 21,75% (twenty-one comma seven five per cent) per annum payable from the date of sale to date of payment against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 21 days from date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff of the Magistrate's Court, Room 102, Rietbok Building, Generaal Hertzog Street, Vanderbijlpark.

Dated at Vanderbijlpark this 28th day of July 1994.

G. Basson, for Fradgley-Bekker, Attorneys for Judgment Creditor, NBS Building, P.O. Box 946, Vanderbijlpark. [Tel. (016) 33-4305/6.]

Saak 2021/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **A. A. Claassen & M. Claassen** Verweerders

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 15 Junie 1994, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 9 September 1994 om 10:00, te Landdroshof, Nelspruit, naamlik: Erf 998, West Acres-uitbreiding 6, Nelspruit, Registrasieafdeling JT, Transvaal, ook bekend as Percy Fitzpatrickstraat 56, Nelspruit.

Verbeterings (nie gewaarborg nie): Woning bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, aparte toilet, dubbelgarage en bediendetoilet.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Belmont Villas Suite 302, Paul Krugerstraat 15, Nelspruit, met Telefoon No. (01311) 2-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 18de dag van Julie 1994.

Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Verw. Pieter Swanepoel/SVDM/E65/94.)

Case 1745/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Elijah Mdaki**, First Defendant, and **Mamokuru Elizabeth Mdaki**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 25 April 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 2091, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, situated on 12 Grebe Street, Crystal Park Extension 3, Benoni, measuring 813 (eight hundred and thirteen) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, two bedrooms and bathroom.

Outbuildings: Garage, paving and concrete walls.

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

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

Dated at Benoni on this the 29th day of July 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20039.)

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

In the matter between **Allied Bank**, a Division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Chrisana: V. M. (Mr)**, First Defendant, and **Chrisana: M. J. (Mrs)**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 14 February 1990, and a writ of execution dated 1 July 1994, the following will be sold in execution without reserve to the highest bidder on 26 August 1994 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Defendant's right, title and interest in certain Erf 7548, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 285 (two hundred and eighty-five) square metres, held by the mortgagor under Certificate of Registered Grant of Leasehold TL6222/1989, situated at Erf 7548, Vosloorus Extension 9, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

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

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

Dated at Boksburg this 25th day of July 1994.

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

Case 185/92

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Plaintiff, and **G. E. Flusk**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 June 1992, and subsequent warrant of execution, the following property will be sold in execution on 5 August 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 650, Cherry Avenue, Alra Park, Nigel.

Kindly take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Nigel, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

Dated at Nigel on this the 6th day of July 1994.

L. Etsebeth, vir Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N525.)

Case 13188/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Roos: Charles Gary**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 31 August 1994 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olkerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Portion 2 of Erf 141, situated in the Township of Krugersdorp, Registration Division IQ, Transvaal, being 49 Hugo Street, Krugersdorp, measuring 1 903 (one thousand nine hundred and three) square metres.

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

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

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

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

Dated at Johannesburg on this 12th day of July 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.207.)

Saak 3295/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Josiah Mokgoko Moshime**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 7 Junie 1994, die onderstaande eiendom te wete:

Erf 141, kwaThema-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 26 Augustus 1994 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 slaapkamer en badkamer.

Buitegeboue: Geen.

Voorwaardes van verkoping: Betaling van die koopprijs 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 13de dag van Julie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/M 1876.)

Saak 2450/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Selloane Virginia Simelane**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 3 Junie 1994, die onderstaande eiendom te wete:

Erf 11688, kwaThema-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 26 Augustus 1994 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 met gepleisterde mure onder teëldak bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Voorwaardes van verkoping: Betaling van die koopprijs 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 13de dag van Julie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/S 1978.)

Saak 1127/92

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **ABSA Bank**, handeldrywende as Trust Bank van Afrika Beperk, Eksekusieskuldeiser, en **Cornelius Johannes van Baalen**, Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 1 Oktober 1993, sal die ondergenoemde eiendom verkoop word te die Baljukantoor, Vierde Straat 66, Springs, op Vrydag, 26 Augustus 1994 om 15:00, aan die hoogste bieder:

Beskrywing van eiendom: Erf 1103, Selcourt, Registrasieafdeling IR, Transvaal, groot 1 264 vierkante meter. Baksteen-gebou met sinkdak, sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, bedienekamer en swembad.

Voorwaardes van verkoping: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprijs op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg binne 21 dae vanaf die datum van verkoping verskaf word vir die balans van die koopprijs.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan by die kantoor van die Balju, Springs, nagegaan word.

Gedateer te Delmas op hierdie 28ste dag van Junie 1994.

J. Odendaal, vir J. Odendaal Prokureurs, Derde Straat 34, Delmas, 2210. (Verw. JO/ia/B612.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Zulu Zakhele Simon**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Alberton, on 6 September 1994 at 10:00, of the undermentioned property of the Defendant, on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

Certain: Erf 10675, situated in the Township of Tokoza Extension 2, Registration Division IR, Transvaal, being 4 Tokoza Extension 2, Alberton.

Measuring: 375 (three hundred and seventy-five) square metres.

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

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

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

Dated at Johannesburg this 15th day of July 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/Z39.)

Case 1918/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Vukeya Mafemani Boy**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Springs, on 2 September 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56, 12th Street, Springs, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 14508, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 14508 Mapsepe Street, kwaThema Extension 2, Springs.

Measuring: 308 (Three hundred and eight) square metres.

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

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

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

Dated at Johannesburg this 19th day of July 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/V115.)

Saak 853/92

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Bankorp Beperk**, handeldrywend as Trust Bank, Eiser, en **Cyril English**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 3 Mei 1994, sal die ondervermelde onroerende eiendom op 31 Augustus 1994 om 10:00, te die Balju se kantoor, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende gedeelte van Erf 618, geleë in die dorp Standerton, Registrasieafdeling IS, Transvaal.

Die verkoopvoorwaardes lê ter insae by die Balju te Caledonstraat 17, Standerton.

Die basiese verkoopvoorwaardes is kortliks die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van verkoping.
2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.
3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ook al eerste mag plaasvind.

Geteken te Standerton op hede die 18de dag van Julie 1994.

H. J. Langeveldt, vir Van der Berg Nel & Langeveldt, Ing. Samuel Seigel, Berlane Kamers; Posbus 73, Standerton.
(Verw. HJL/cn/1725.)

Case 4529/92

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **J. A. du Plessis**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a warrant of execution dated 10 February 1994, a sale by public auction without a reserve price will be held on 31 August 1994 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneer's, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Portion 167, a portion of Portion 14, of the farm Rooikoppies Marikana 297, Registration Division JQ, Transvaal, measuring 5,3325 hectares, held under Deed of Transfer T13487/1969.

The following particulars are furnished but not guaranteed: A double storey, entrance hall, lounge, dining-room, kitchen, study, scullery, three bedrooms, two bathrooms, shower, two carports, store-room and cottage.

Terms: 10% (ten per centum) of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within 14 (fourteen) days from date of sale.

Dated at Rustenburg this 12th day of July 1994.

Van Velden-Duffey, Attorneys for Plaintiff, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg. (Ref. Mr Klynsmith/IDP.)

Saak 2276/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **NBS Bank Limited**, Eiser, en **Hedique Investments CC**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Germiston gedateer 18 April 1993, en 'n lasbrief vir eksekusie gedateer 15 Maart 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Maandag, 29 Augustus 1994 om 10:00, deur die Balju vir die Landdroshof te Joubertstraat 72, Germiston, naamlik:

Sekere Standplaas 63, Marlands-dorpsgebied, Germiston, Registrasieafdeling IR, Transvaal, ook bekend as Vierde Straat 41, Marlands, Germiston, groot 991 vierkante meter, gehou deur Hedique Investments CC, onder Akte van Transport T3536/91.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg:

Hoofgebou: Gepleisterde mure met teëldak bestaande uit sitkamer/eetkamer, drie slaapkamers, badkamer, shower en toilet.

Buitegeboue: Garage, twee motorafdakke, bediendekamer, toilet en waskamer.

Terme en voorwaardes van verkoping:

1. **Terme:** Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 15,25% (vyftien komma twee vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. **Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgereik sal word, lê ter insae by die kantoor van die Balju te Du Pisaniegebou, Joubertstraat 74, Germiston.

Gedateer te Alberton op hede die 20ste dag van Julie 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N2292.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Van Vollenstee, Mark Deon Peter**, First Defendant, and **Booyesen, Debbie**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 30 August 1994 at 10:00, at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 439, Brackenhurst Extension 1 Township, Registration Division IR, Transvaal, held under Deed of Transfer T40974/93, situated at 18 Catherina Street, Brackenhurst Extension 1.

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

Improvements: Single-storey dwelling, walls brick and partly plastered, roof IBR sheeting, lounge, kitchen, three bedrooms, bathroom, two w.c.s, entrance hall and two garages.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 12th day of July 1994.

Van Staden & Booyesen, 10th Floor, NBS Building, 38 Rissik Street, P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] [Fax. (011) 333-2103.] (Ref. F. de Lange/tb.)

Saak 9058/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Fanie Lazarus Matioane**, Eerste Verweerder, en **Elizabeth Nomalanga Matioane**, Tweede 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 Vrydag, 2 September 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die Huurpag ten opsigte van Perseel 448, geleë in die dorpsgebied Sebokeng, Eenheid 7, Uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL35272/89, grootte 350 (driehonderd en vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 28ste dag van Julie 1994.

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

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdros, Vanderbijlpark en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 2 September 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark:

Eksekusieskuldeiser: **Nedcor Bank Beperk**, voorheen bekend as Nedperm Bank Beperk.

Verkoopvoorwaardes:

1. Die eiendomme sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroswet No. 32 van 1944, soos gewysig en die regte van verbandhouders en ander preferente krediteure.
2. Die koopprys sal betaalbaar wees soos volg:
 - (a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bogenootskapwaarborg 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 Balju voor die verkoping uitgelees word.

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

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Saak 7843/92.

Vonnisskuldenaar: Tselane Dimakatso Motsapi.

Eiendom: Gedeelte 6 van Erf 82, in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal.

Groot: 336 vierkante meter.

Verwysing: P2/271.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis, badkamer en bediendekamer.

Saak 5289/91.

Vonnisskuldenaar: Sipino Boy Mwelase.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1908, in die dorpsgebied Evaton North, Registrasieafdeling IQ, Transvaal.

Groot: 280 vierkante meter.

Verwysing: P1/904.

Beskrywing: Tweeslaapkamerhuis met eetkamer, kombuis en badkamer.

Saak 2797/93.

Vonnisskuldenaars: Samuel Bapsi Mkhoma en Alina Masidiso Mkhoma.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 959, in die dorpsgebied Sebokeng, Eenheid 6, Uitbreiding 2, Registrasieafdeling IQ, Transvaal.

Groot: 299 vierkante meter.

Verwysing: P3/93.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak 7992/92.

Vonnisskuldenaars: Lekhotla Elias Mofokeng en Mathapelo Selina Mofokeng.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 103, in die dorpsgebied Sebokeng, Eenheid 6, Uitbreiding 5, Registrasieafdeling IQ, Transvaal.

Groot: 803 vierkante meter.

Verwysing: P0/754.

Beskrywing: Drieslaapkamerhuis met sitkamer, eetkamer, kombuis en studeerkamer.

Saak 7760/93.

Vonnisskuldenaar: V. V. Tshabalala N.O.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1360, in die dorpsgebied Sebokeng, Eenheid 6, Uitbreiding 2, Registrasieafdeling IQ, Transvaal.

Groot: 313 vierkante meter.

Verwysing: P3/164.

Beskrywing: Drieslaapkamerhuis met sitkamer, eetkamer, kombuis en badkamer.

Saak 5251/92.

Vonnisskuldenaar: Sibongile Grace Tshablala.

Eiendom: Perseel 729, in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal.

Groot: 1 590 vierkante meter.

Verwysing: P2/169.

Beskrywing: Leë erf.

Saak 2313/94.

Vonnisskuldenaars: Boomo James Maseko en Ntibi Beauty Maseko.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2279, in die dorpsgebied Stretford-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 270 vierkante meter.

Verwysing: P4/18.

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Gedateer te Vanderbijlpark op hede die 28ste dag van Julie 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Beperk, Eiser, en **John James Rees**, Eerste Verweerder, en **Daphne Dorothy Rees**, Tweede Verweerder

'n Verkoop in eksekusie van die eiendom hieronder beskrywe sal gehou word voor die Groblersdal, Landdroskantoor, Tauteslaan, Groblersdal, op 9 September 1994 om 10:00:

Erf 143, geleë in die dorp Groblersdal-uitbreiding 1, Registrasieafdeling JS, Transvaal, groot 2 231 (tweeënduisend tweehonderd een-en-dertig) vierkante meter.

Die volgende besonderhede word verstrek maar nie gewaarborg nie:

1. Hierdie baksteenwoning met 'n sinkdak bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers en badkamer. Konstruksie sluit in Compo bord plafonne, matbedekte vloere sowel as tapytvloere (Novilon) en 'n warmwatersisteem.

2. Enkelmotorhuis en bedienekamer 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 hoogste bieder 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 koopprijs 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 toestaan 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 nóg die eiser nóg 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 of 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 No. 32 van 1944.

Geteken te Groblersdal op hierdie 15de dag van Julie 1994.

J. Rautenbach, vir Herman Grobler & Vennote, Van Riebeeckstraat 7C, Posbus 23, Groblersdal, 0470.

Case 24852/93

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

In the matter between **The Standard Bank of SA Ltd.**, Plaintiff, and **Sintibane Emily Audrey Dikgale**, 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 NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 30 August 1994 at 10:00, of the under-mentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

(a) Section 47, as shown and more fully described on Sectional Plan SS134/86 in the scheme known as Arcadia Sands, in respect of the land and building or buildings situated at Erf 273, Arcadia (Pta) Township, also known as Flat G3, Arcadia Sands, 641 Pretorius Street, Arcadia, Pretoria, in the area of the City Council of Pretoria Local Authority, of which the floor area, according to the said sectional plan, is 106 (one hundred and six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST32271/93.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Duplex flat consisting of living-room, dining-room, two bedrooms, two w.c., two bathrooms, kitchen and garage.

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

Dated at Pretoria on this the 22nd day of July 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1836/93.)

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

In the matter between **The Standard Bank of SA Ltd.**, Plaintiff, and **Hendrik Stefanus Coetzee**, 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 NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 30 August 1994 at 10:00, of the under-mentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

(a) Section 19, as shown and more fully described on Sectional Plan SS8/85, in the scheme known as Suncrest, in respect of the land and building or buildings situated at Erf 68, Trevenna, also known as Suncrest, Flat 105, 26 Esselen Street, Sunnyside, Pretoria, Local Authority City Council of Pretoria, of which the floor area, according to the said sectional plan is 47 (forty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10435/92.

The following information is furnished *re* improvements though in this respect nothing is guaranteed: One bedroom flat together with carport.

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

Dated at Pretoria on this the 28th day of July 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S623/94.)

Case 16854/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Stephanus Arnoldus Johannes Bothma**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 24 August 1994 at 10:00, to the highest bidder:

Certain Erf 3283, situated in the Township of Faerie Glen, Extension 24, Registration Division JR, Transvaal, measuring 1 271 (one thousand two hundred and seventy-one) square metres, situated at 813 Verena Street, Faerie Glen Extension 24.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act, and rules proclaimed thereunder and of the regulations of the title deeds act where applicable.
2. The following improvements are known of which nothing is guaranteed: *Description of property:* Vacant land.
3. *Payment:* The purchase price shall be paid to 10% (ten per centum) thereon on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.
4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at 142 Struben Street, Pretoria.

Signed at Pretoria on this the 1st day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1185.)

Saak 610/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CULLINAN GEHOU TE CULLINAN

In die saak tussen **Munisipaliteit Rayton**, Eiser, en **Johan Hendrik Georg Gertzen**, Verweerder

Erf 16, Rayton, Registrasieafdeling JR, Transvaal, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, geleë te Naudestraat 10, Rayton, T24887/1983, eksekusieveiling voor die Landdroskantore, Cullinan, op Vrydag, 9 September 1994 om 11:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en bestaan dit uit 'n gepleisterde steenwoning onder teëldak bestaande uit: Portaal, sit-/eetkamer, kombuis/opwas, vier slaapkamers, twee badkamers, dubbelmotorhuis. Gevestigde tuin en aan vier kante omhein. Geen waarborge word egter verstrek nie.

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

1. Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie die 2de dag van Augustus 1994.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Olivier.)

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Fidelity Bank Beperk**, Eiser, en **Rostek BK**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word te die onderskeie erwe hieronder genoem op Woensdag, 31 Augustus 1994 om 10:45, van die ondervermelde eiendomme 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 Balju, Hooggeregshof, Evander, voor die verkoping ter insae sal lê:

1. Erf 61, geleë in die Trichard-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T56479/90, onderhewig aan sodanige voorwaardes as in genoemde akte vermeld staan of na verwys word (beter bekend as Carolusstraat 49, Trichardt).
2. Erf 63, geleë in die Trichard-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T56477/90, onderhewig aan sodanige voorwaardes as in genoemde akte vermeld staan of na verwys word (beter bekend as Carolusstraat 51, Trichardt).
3. Erf 65, geleë in die Trichard-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T56478/90, onderhewig aan sodanige voorwaardes as in genoemde akte vermeld staan of na verwys word (beter bekend as Carolusstraat 53, Trichardt).
4. Erf 75, geleë in die Trichard-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T4194/91, onderhewig aan sodanige voorwaardes as in genoemde akte vermeld staan of na verwys word (beter bekend as Carolusstraat 63, Trichardt).
5. Erf 77, geleë in die Trichard-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T4194/91, onderhewig aan sodanige voorwaardes as in genoemde akte vermeld staan of na verwys word (beter bekend as Carolusstraat 65, Trichardt).
6. Erf 79, geleë in die Trichard-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T4194/91, onderhewig aan sodanige voorwaardes as in genoemde akte vermeld staan of na verwys word (beter bekend as Carolusstraat 67, Trichardt).

Verbeterings:

- Erf 61, Trichard—Leë erf.
- Erf 63, Trichard—Leë erf.
- Erf 65, Trichard—Leë erf.
- Erf 75, Trichard—Gebou, werkswinkel.
- Erf 77, Trichard—Leë erf.
- Erf 79, Trichard—Gebou, kantore en 'n werkswinkel.

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

Geteken te Pretoria hierdie 2de dag van Augustus 1994.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria (Verw. mnr. Smit/nvz/GK41109.)

Saak 5968/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Molatihiwa James Makutu**, Eerste Verweerder, en **Mmapeo Catherine Makutu**, Tweede Verweerder

Eksekusieverkoping gehou te word te die Landdroskantoor, Vierde Laan, Thabazimbi, op 2 September 1994 om 10:00, van:

Erf 205, geleë in die Regorogile-dorpsgebied, Registrasieafdeling KQ, Transvaal, grootte 330 m² (driehonderd-en-dertig) vierkante meter.

Die eiendom is geleë en staan bekend as Erf 205, Regorogile.

Verbeterings bestaan uit: Die huis bestaan uit sitkamer, kombuis, drie slaapkamers, badkamer en teëldak. 'n Substantiële bouverenigingverband kan gereël word vir die goedgekeurde koper.

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Thabazimbi.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB373.)

Case 2698/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The South African Bank of Athens Limited**, Plaintiff, and **Sebastiao Manuel Alves Lobo**, Defendant

In execution of the judgment of the Magistrate's Court of Cape Town in the above matter, 25 August 1994 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, a sale of the following immovable property, situated at 517 Ivor Avenue, Mountain View, Pretoria, namely:

Portion 1 of Erf 550, Mountain View, Pretoria Township, Registration Division JR, Transvaal, in extent 1 276 (one thousand two hundred and seventy-six) square metres.

The property comprises the following improvements: Pitched tiled roof, three-bedroomed dwelling with wall to wall carpets, two tiled bathrooms, lounge with wall to wall carpets, tiled kitchen, tiled laundry, garage, servants' quarters and swimming-pool.

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 of the Magistrate's Court, Pretoria West.

Dated at Cape Town on this 28th day of July 1994.

T. L. Maughan, for Francis Thompson & Aspdon Incorporating Lionel G. Murray, Plaintiff's Attorneys, 5 Leeuwen Street, 30 Hout Street, Cape Town. (Ref. TLM/PAvdR/lk/W05301.)

Saak 23474/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **L. J. A. Brits**, Eerste Verweerder, en **Johannes Nicolaas Roedolf Brits**, Tweede Verweerder

'n Verkoop word gehou voor die Landdroshof, Moffatstraat, Warmbad, op 2 September 1994 om 10:00, van:

Gedeelte 47, van die plaas Springbokvlakte 41, Registrasieafdeling JR, Transvaal, groot 21,4141 hektaar, gehou kragtens Akte van Transport T21921/85.

Besonderhede word nie gewaarborg nie.

'n Sinkdakhuis met drie slaapkamers, kombuis, waskamer, badkamer, toilet, eetkamer, sitkamer en TV-kamer. 'n Woonstel bestaande uit sitkamer en slaapkamer. Daar is twee boorgate op die eiendom, sementdam, skuur, motorhuis en hoenderhokke. Die eiendom is omhein.

Besigtig voorwaardes by Balju, Arcadegebou, Sutterweg, Warmbad. [Tel. (014) 736-2216/7.]

D. C. Beukes, vir Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. Beukes/hs.)

Saak 46441/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust**, Eiser, en **Mev. L. Venter**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 3 Augustus 1993, sal hierdie ondervermelde eiendom geregtelik verkoop word op 20 September 1994 om 14:00, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die persoon wie die hoogste bod maak:

(A) Deel 23 soos aangetoon en volledig beskryf op Deelplan 108/77 in die skema bekend as Kingsrow ten opsigte van die grond en gebou of geboue geleë te Erf 121 Arcadia Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens voormelde Deelplan een-en-tagtig (81) vierkante meter groot is; en

(B) 'n Onverdeelde aandeel van die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos genoemde Deelplan aangeteken: Gehou kragtens Akte van Transport ST67811/92, geleë te Kingsrow Johannstraat 25, Arcadia, Pretoria.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Een en 'n half slaapkamer, badkamer, kombuis en sit-/eetkamer.

Die eiendom word met 'n reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingswaarborg 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, Sentraal se kantore.

Geteken te Pretoria op hede die 1ste dag van Augustus 1994.

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

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Sengalela Petrus Nkosi**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 25 Augustus 1994 om 13:00, deur die Balju vir die Hooggeregshof, Ekangala, gehou by die kantore van die Landdroshof, Ekangala, aan die hoogste bieder:

Erf 2640, Ekangala D, in die distrik Mkobola, groot 196 (eenhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Grondbrief 224/91.

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

Straatadres: Huis 2640, Ekangala D.

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

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Ekangala, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Ekangala, Klipstraat 4, Groblersdal.

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

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1073/RE.)

Saak 3359/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Saambou Bank Beperk**, Eiser, en **L. Theron**, en **A. A. Theron**, Verweerders

In die opvolging van vonnis in die Landdroshof toegestaan op 13 Julie 1994, en daaropvolgende lasbrief vir eksekusie, sal die eiendom hieronder uiteengesit verkoop word aan die hoogste bieder op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantore te President Krugerstraat, Middelburg, Transvaal:

Erf 2606, Middelburg-uitbreiding 9, Registrasieafdeling JS, Transvaal, groot 1 116 (een duisend een honderd en sestig) vierkante meter, gehou kragtens Akte van Transport T62115/91, onderworpe aan die voorwaardes daarin vervat en veral aan die voorbehoud van mineraleregte, ook bekend as Chroomstraat 20, Middelburg.

Enkelverdiepingwoonhuis bestaande uit: Vier slaapkamers, sitkamer, eetkamer, twee badkamers en toilet, kombuis, opwas, waskamer, motorhuis, bediendekamer en motorafdek.

Die voorwaardes van verkoping wat onmiddellik voor die verkoping gelees sal word sal ter insae by die kantoor van die Balju van die Landdroshof, Middelburg, Transvaal, wees en kan óf gelees word óf verkry word by die kantoor van die prokureur van die Eiser, hieronder genoem.

Gedateer te Middelburg Transvaal op hierdie 2de dag van Augustus 1994.

C. R. Swarts, vir C. R. Swarts & Swarts, Prokureur vir die Eiser, Auxiliumgebou, Eksteenstraat 4A; Posbus 24, Middelburg, 1050. (Verw. mev. Swarts/mp/ES 129/94.)

Case 6654/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gerhard Roux du Plessis**, First Defendant, and **Angelique Elize du Plessis**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Alberton, District of Alberton and writ of execution, the property listed hereunder which was attached on 13 December 1993, will be sold in execution on Wednesday, 31 August 1994 at 10:00, in front of the Sheriff's office, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Erf 2009, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, in extent 800 (eight hundred) square metres, situated at 60 Strydpoort Street, Albertsdal Extension 7, Alberton.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached. Walls: Brick and plaster. Roof: Tiles. Floors: Fitted carpets and tiles. Rooms: Lounge, kitchen, three bedrooms, bathroom, toilet. Outbuildings: Single carport, store-room. Boundary: Concrete walls. Improvements: Paving, walls.

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

Dated at Johannesburg on the 13th day of July 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913.) (Ref. Mr. Steyn/678.)

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

In the matter between **Investec Bank Limited**, Plaintiff, and **Brummage, Bernard, Joseph**, Defendant

A sale will be held by the Sheriff, Witbank, at Flat 1, Jonkershoek, Swartbos Road, Del Judor, Witbank, on 26 August 1994 at 09:30:

Certain Unit 5, Jonkershoek, in the Township of Del Judor, Witbank, measuring 99 square metres, known as Flat 1, Jonkershoek, Swartbos Road, Del Judor, Witbank, held under Deed of Transfer ST64940/92.

Improvements: A town-house with a garage, three bedrooms, two bathrooms, lounge, dining-room, kitchen, semi face brick, clay tile roof, carpeted and ceramic tile floor.

Nothing in this regard is guaranteed.

Inspect conditions at Sheriff, Witbank, 3 Rhodes Street, Witbank; Jacobson & Levy Inc. [Tel. (012) 328-7284.]

Case 15850/94
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Motwa: Themba Rosy**, 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, 1 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1144, Senaoane Township, Registration Division IQ, Transvaal, area 257 (two hundred and fifty-seven) square metres, situation Erf 1144, Senaoane, Soweto.

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

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

Dated at Johannesburg on this 1st day of August 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ57.)

Case 12182/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Govender: Pregonatan**, 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 in front of the Magistrate's Court, President Steyn Street, Westonaria, on 2 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Westonaria, First Floor, Barclay Centre, Edward Avenue, Westonaria, prior to the sale:

Portion 20 of Erf 3338, in the Township of Lenasia South Extension 7, Registration Division IQ, Transvaal, in extent 316 (three hundred and sixteen) square metres, situated at 3338, Phosphorus Street, Lenasia South Extension 7.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster and under 17,50 degree pitched tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: Carport and boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6556.)

Case 11089/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Vusumuzi Arthur Nhlabathi**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort, and writ of execution, the property listed hereunder which was attached on 17 May 1994, will be sold in execution on Friday, 9 September 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

All right, title and interest in the leasehold in Erf 413, Mmesi Park Township, Registration Division IQ, Transvaal, in extent 482 (four hundred and eighty-two) square metres, situated at 413 Mmesi Park, Dobsonville.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster and under tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: None.

Improvements: Boundary fencing.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this the 1st day of August 1994.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6459.)

Case 9725/93

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

In the matter between **The J J and Stella van Rensburg Family Trust**, Execution Creditor, and **Louis Taljaard Family Trust**, Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as:

Remaining Extent of Erf 2, situated in the Township of Bendor, Registration Division LS, Transvaal (85 Arnotha Road, Bendor Park, Pietersburg, 0699), will be sold in front of the Court-house of the above Court on Friday, 9 September 1994 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Dwelling-house and outbuildings.

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 the date of sale.

2. The sale is voetstoots and subject to:

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

2.2 the conditions of the title deed; and

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

Signed at Pietersburg on the 1st August 1994.

H. A. Stein, for Pratt Luyt & De Lange, Plaintiff's Attorney, Legnum Park, 20 Market Street, Pietersburg; P.O. Box 152, Pietersburg, 0700. [Tel. (0152) 295-9020.]

Case 44247/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hermanus Stephanus Prinsloo**, Defendant

A sale in execution will be held on 7 September 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 48, situated in the Township Waterkloof Heights Extension 3, Registration Division JR, Transvaal, measuring 2 390 square metres, known as 85 Driekoppen Road, Waterkloof Heights Extension 3.

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

Dwelling single storey, brick walls, fitted carpets, ceramic tiles, tiled roof, lounge, dining-room, study, kitchen, pantry, four bedrooms, two bathrooms, two showers, two w.c.'s, front stoep—balcony, entrance hall, TV-room, laundry, dress nook, stairs, double door garages but space for four cars in line, servant's room with w.c. and bathroom, brick drive pavings, brick boundary walls, concrete swimming-pool and area and lapa.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9207.)

Case 42457/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Benjamin Bartholomeus van Coller**, First Defendant, and **Cornelia Zacharia van Coller**, Second Defendant

A sale in execution will be held on 1 September 1994 at 10:00, at 603A Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Section 33, as shown and more fully described on Sectional Plan SS.147/85, in the building known as Aminie situated in the Township Proclamation Hill Extension 1; Local Authority Pretoria City Council; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section; held by the Defendants under Certificate of Registered Sectional Title ST147/85 (33) (Unit).

Known as 33 Aminie, 648 Lievaart Street, Proclamation Hill Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Flat*: Lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., parking, garden and drying area.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1062.)

Case 38364/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Brendon Gustau Schwartz**, Defendant

A sale in execution will be held on 30 August 1994 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Section 8 as shown and more fully described on Sectional Plan SS.96/84 in the building known as Lynettehof, situated in the Township Sunnyside, Pretoria; Local Authority Pretoria City Council; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title ST4741/94, known as 8 Lynettehof, 144 Troye Street, Sunnyside, Pretoria.

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

Simplex highrise: Lounge/dining-room, kitchen, one and a half bedroom, bathroom, w.c., drying area, garden and open parking inside.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1038.)

Case 170/91

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

In the matter between **Saambou Nasionale Bouvereniging Bpk.**, Plaintiff, and **M. S. Sehoka**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 21 March 1991 and subsequent warrant of execution, the following property will be sold in execution on 31 August 1994 at 14:00 at the offices of the Magistrate, Seshego, namely:

Erf 1135, Zone H, Seshego, District of Seshego, measuring 450 (four hundred and fifty) square metres, held under Deed of Grant 911/90, also known as 1135, Zone H, Seshego; and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 68A Paul Kruger Street, Pietersburg, and contains inter alia the following provisions:

1. 10% (ten per cent) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.

Dated at Pietersburg on this the 29th day of July 1994.

H. J. S. Grobler, for Henstock, Green & Grobler, Second Floor, Pionier Building, 52 Landdros Mare Street; P.O. Box 65, Pietersburg. [Tel. (0152) 295-9110.] (Ref. AVDM/WS0015.)

Case 3151/94

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

In the matter between **Saambou Bank Beperk**, Plaintiff, and **Mrs Tshilla Johannah Moshapo**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 20 May 1994 and subsequent warrant of execution, the following property will be sold in execution on 30 August 1994 at 15:00, at the offices of the Magistrate, Namakgale, namely:

Unit 3658 (Portion 5), Zone B, Namakgale, District of Letaba. *Measuring*: 697 square metres, held under Deed of Grant 152/9, also known as 3658, Zone B, Namakgale; and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 43 Potgieter Street, Phalaborwa, and contains inter alia the following provisions:

1. 10% (ten per cent) of purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.

Dated at Pietersburg on this the 29th day of July 1994.

H. J. S. Grobler, for Henstock, Green & Grobler, Second Floor, Pionier Building, 52 Landdros Mare Street; P.O. Box 65, Pietersburg. [Tel. (0152) 295-9110.] (Ref. AVDM/IS0101.)

Case 21411/93
PH 175

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Mabuza, David**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve price will be held at the Magistrate's Court, Jan van Riebeeck Street, on 1 September 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Magistrate's Court, Jan van Riebeeck Street, Ermelo, prior to the sale, of the undermentioned property situated at:

Portion 16 of Erf 899, Wesselton Township, Registration Division IT, Transvaal. *Measuring*: 345 (three hundred and forty-five) square metres, held by Certificate of Registered Grant of Leasehold TL45084/88, which is zoned as Residential and consists of (not guaranteed):

A dwelling: Lounge, kitchen, two bedrooms and a bathroom.

2. *Terms*:

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

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

2.2.1 5% (five per cent) of 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);

2.2.2 minimum charges R200 (two hundred rand).

Dated at Johannesburg.

S. H. Treisman, for Hofmeyr van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street; Private Bag X1000, Braamfontein. (Ref. Treisman/Mrs Slabber.)

Saak 3370/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **Alfred William Smith**, Eerste Verweerder, en **Johanna Maria Elizabeth Smith**, Tweede Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom in eksekusie verkoop op 31 Augustus 1994 om 10:00, deur die Balju by sy kantoor te Klabburn Hof, Ockersestraat 22B, Krugersdorp:

Eiendom: Erf 467, Monument-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, liggend Reitzstraat 14, Monument-uitbreiding 1, Krugersdorp.

Verkoopvoorwaardes:

Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Wet op Landdroshof, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

Saak 87178/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Vleisraad**, Eiser, en **W. J. L. Burger**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof, in bogemelde saak op 6 Januarie 1993, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Alberton, op 24 Augustus 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te die kantoor van die Balju, Alberton, Johria Hof, Du Plessisstraat 4, Florentia, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Albanyweg 47, New Redruth, Alberton, en word omskryf as Erf 518, New Redruth, groot 1 983 (een nege agt drie) vierkante meter gehou kragtens Akte van Transport T48770/91.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, swembad en motorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Alberton, te Johria Hof, Du Plessisstraat 4, Florentia.

Geteken te Pretoria op hierdie 11de dag van Julie 1994.

P. R. Greyling, vir Couzyn, Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Mnr Greyling/PB/V.1522.)

Saak 19572/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Plessy Mapula**, Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die volgende eiendom op 1 September 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 440, soos getoon en volledig beskryf op Deelplan SS116/83 in die skema bekend as Highrise, ten opsigte van die grond en gebou of geboue geleë te Berea-dorpsgebied, Plaaslike Owerheid van Johannesburg, waarvan die vloeroppervlakte, volgens gemelde deelplan, 86 vierkante meter groot is, ook bekend as Woonstel 1906, Highrise, hoek van Prospectweg en Primrose Terrace, Berea, Johannesburg.

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

Woonstel met sitkamer, slaapkamer, kombuis, badkamer, waskamer en balkon.

Geteken op hierdie 3de dag van Augustus 1994.

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

Saak 3102/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mahlaba, Alexander Thulani**, Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 1 September 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 1921, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, geleë te Erf 1921, Protea Glen-uitbreiding 1.

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

Enkelverdieping woonhuis met sitkamer, twee slaapkamers, badkamer en kombuis.

Geteken op hierdie 4de dag van Augustus 1994.

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

Case 11405/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank Financial Nominees (Pty) Ltd**, Plaintiff, and **The Trustees of the JL & J Brunette Trust**, 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 sales rooms of the Sheriff, Sinodale Centre of the N. G. Church, 234 Visagie Street, Pretoria, on Tuesday, 30 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at 1210 Pretorius Street, Hatfield, Pretoria, prior to the sale:

1. Erf 62, Township of Despatch, Registration Division JR, Transvaal (also known as 309 Price Street, Despatch, Waltloo, Pretoria), measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T41151/82, subject to the conditions and servitudes mentioned or referred to in the aforesaid deed.

2. Erf 63, Township of Despatch, Registration Division JR, Transvaal, also known as 311 Price Street, Despatch, Waltloo, Pretoria, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T41152/82, subject to the conditions and servitudes mentioned or referred to in the aforesaid deed.

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

1. Single storey building consisting of workshop and office space.
2. Factory.
3. Warehouse.

10% (ten per cent) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000 (twenty thousand rand) and 3% (three per cent) thereafter in cash, plus Value-Added Tax, 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 14 (fourteen) days after the date of sale.

Dated at Pretoria this 4th day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1726/93.)

Case 27594/93
PH 162

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff/Execution Creditor, and **Parker, Corbett Thomas**, First Defendant/Execution Debtor, and **Sanz Properties CC**, Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Salesrooms of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, on Wednesday, 31 August 1994 at 14:30, of the undermentioned property of the Second Defendant on conditions to be read out by the Sheriff at the time of the sale and which may be inspected at the offices of the Sheriff, Halfway House, prior to the sale:

Certain Erf 435, Commercia Extension 9 Township, Registration Division IR, Transvaal, measuring 1 838 (one thousand eight hundred and thirty-eight) square metres, held by Deed of Transfer T75617/90.

Situation: Corner of Doberman and Rotweiler Streets, Midrand.

Improvements: Vacant stand.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at current bond rates payable against registration of the 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 to the Sheriff.

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

Frank-Tanner, c/o A. D. Hoffmann & S. P. Brodtkin, Plaintiff's/Execution Creditor's Attorneys, Third Floor, North State Building, corner of Market and Kruis Streets, Johannesburg; P.O. Box 4420, Johannesburg, 2000. (Tel. 784-1414.) (Ref. Mr Tanner/mj/S 1810.)

Case 10898/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Muzi Aaron Kubheka**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, at the Magistrate's Court, Jan van Riebeeck Street, Ermelo, Transvaal, on 1 September 1994 at 10:00, of the following property:

All the right, title and interest in the leasehold in respect of Erf 3043, Wesselton Extension 1 Township, Registration Division IT, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL61653/89.

This property is situated at 579 Tekane Street, Wesselton Extension 1, Ermelo, Transvaal.

The property is improved as follows: Lounge, kitchen, two bedrooms and bathroom/toilet.

Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at G. F. Botha & Van Dyk Building, corner of Church and Joubert Streets, Ermelo, Transvaal.

Dated at Pretoria on this the 5th day of August 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 4576/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Casper Jeremia Botha**, First Defendant, and **Annetjie Botha**, Second Defendant

A sale in execution of the undermentioned property is to be held at 13 Munchen Street, Secunda on Wednesday, 14 September 1994 at 11:45:

Full conditions of sale can be inspected at the Sheriff, Evander, at First Floor, Lastinda Building, Lisbon Street, Evander.

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

Property: Erf 4303, Secunda Township Extension 9, Registration Division IS, Transvaal, known as 13 Munchen Street, Secunda.

Improvements: Three bedrooms, one and a half bathrooms, kitchen, dining-room, lounge, three garages and servants' quarters.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1311.)

Saak 1584/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Amos Vusemose Boniface Shongwe**, Eerste Verweerder, en **Prudence Lerato Shongwe**, Tweede Verweerderes

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Maart 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Vrydag, 2 September 1994 om 10:00:

Gedeelte 17 van Erf 798, geleë in die dorpsgebied van Lone Hill-uitbreiding 14, Registrasieafdeling IR, Transvaal, grootte 401 (vierhonderd en een) vierkante meter, gehou kragtens Akte van Transport T43345/92, die eiendom is ook bekend as Freiman Close 5, Aston Manor, Lonehill-uitbreiding 14, Sandton.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Sandton, Grondvloer, Fluor Huis, Grayston-rylaan 100, Sandown, Sandton.

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

'n Huis in 'n Trosbehuisingskema, bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, twee badkamers, twee toilette, stort en dubbelmotorhuis.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Sandton, by bogemelde adres, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die 2de dag van Augustus 1994.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F6681.)

Saak 5557/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mnr. Cliff Anthony Tager en Mev. Petronella Gertruida Tager**, Verweerders

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Potchefstroom, en 'n lasbrief vir eksekusie gedateer 12 April 1994, sal die ondergemelde eiendom per geregtelike veiling verkoop word te Goudstraat 70, Potchefstroom, op Vrydag, 19 Augustus 1994 om 09:00:

Erf 1537, geleë in die dorpsgebied Potchefstroom-uitbreiding 4, Potchefstroom, beter bekend as Goudstraat 70, Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 1 129 (eenduisend eenhonderd nege-en-twintig) vierkante meter, gehou kragtens Akte van Transport T15294/93.

Bestaande uit sitkamer, eetkamer, twee badkamers, aparte toilet, TV-kamer, kombuis en drie slaapkamers.

Buitegeboue bestaan uit bediendekamer, toilet en motorhuis.

Daar is ook 'n lapa en 'n afdak.

Die belangrikste voorwaardes vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof van Potchefstroom, aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof van Potchefstroom.

Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer word aan die Balju van die Landdroshof, Potchefstroom.

3. Die aanbod (kapitale bedrag) sal nie die bedrag Belasting op Toegevoegde Waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die koopprys daarstel, indien die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Potchefstroom, asook by die Landdroskantore te hoek van Greyling- en Wolmaransstraat, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom op hierdie 13de dag van Junie 1994.

Theron Jordaan & Smit, Octron-gebou, Lombardstraat 62, Potchefstroom, 2520. (Verw. mnr. Kok/ZVB/18538.)

Case 15370/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Voigt Brian Colin**, First Execution Debtor, and **Voigt Sheralynn Jane**, Second Execution Debtor

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

Certain: Erf 1708, situate in the Township of Birch Acres Extension 4, Registration Division IR, Transvaal, being 120 Ambrosia Road, Birch Acres Extension 4, Kempton Park, measuring 1 000 (one thousand) square metres.

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

A detached double-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, five bedrooms, three bathrooms with outbuildings with similar construction comprising of two garages, two carports, toilet and swimming-pool.

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

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

Dated at Johannesburg this 3rd day of August 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/V124.)

Saak 20834/93

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

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Akasia Drukkers BK**, Eerste Verweerder, **Jacobus Hercules van Deventer**, Tweede Verweerder, **Maria Magdalena van Deventer**, Derde Verweerder, **Johannes Willem van Deventer**, Vierde Verweerder, en **Ronel Barnard**, Vyfde Verweerder

Ter uitwinning van vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur Nedcor Bank Beperk verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord op 26 Augustus 1994 om 11:00, van die ondervermelde eiendomme van die Verweerder op die voorwaardes wat deur die vendusieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Eiendom: Hoewe 29, Patryshoek-langbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0234 (twee komma nul twee drie vier) hektaar, gehou kragtens Akte van Transport T142634/1993.

Beskrywing: 'n Plot met 'n woonhuis bestaande uit vier slaapkamers, badkamer, kombuis, sitkamer, eetkamer, familie-kamer en studeerkamer. 'n Dubbel motorhuis is omskep in drukkery en donkerkamer. Onvoltooide rondawel. Die eiendom is toegerus met 'n boorgat en pomp en is met draad omhein. *Verw.:* Mnr. Botha/MB/607/93.

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

Die koper moet afslaaersgelde 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 3de dag van Augustus 1994.

Coetzee, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/MB.)

Case 7324/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mostert Johannes Hendrik Christiaan**, First Defendant, and **Mostert Monica**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 7 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 1144, Kenmare Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 000 m², held by the Defendants under Deed of Transfer T6262/1985, being 53 Dublin Street, Kenmare.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, bathroom/shower/w.c., separate w.c., double garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94009/FCLS/Mr Brewer/djl.)

Case 26736/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lenferna De-la-Motte, Camille Gerard Eric**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 2 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 340, Bordeaux Township, Registration Division IQ, Transvaal, measuring 870 square metres, held by the Defendant under Deed of Transfer T7323/1984, being 28 Republic Road, Bordeaux, Randburg.

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

The dwelling consists of entrance hall, lounge, dining-room, scullery, kitchen, three bedrooms, bathroom/w.c., separate w.c./shower, servants' quarters, 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 building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76924/Ms Isola/plr.)

Case 31946/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Lebooa, Joseph Julius Ceasar**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 1 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be

read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 25, as shown and more fully described on Sectional Plan SS26/1990 in the scheme known as Rushley Heights in respect of the land and building or buildings situated at Johannesburg Township and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 106 square metres, held by the Defendant under Certificate of Registered Sectional Title ST33548/1992, being Flat 601, Rushley Heights, corner of Claim and Bruce Streets, Johannesburg.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62764/Ms Isola/ab.)

Case 26734/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Lobel, Denis**, Defendant

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

Section 45, as shown and more fully described on Sectional Plan SS46/1980 in the scheme known as Greenhills, in respect of the land and building or buildings situated at Township of Killarney, Local Authority, Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 164 square metres, held by the Defendant under Deed of Transfer ST7856/1992, being Unit 45, Flat 509, Greenhills, Ninth Street, Killarney.

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., bathroom/shower and separate w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75244/Ms Isola/ab.)

Case 1819/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **The Letton Trust**, First Defendant, **Fine, Dorian Ivan**, Second Defendant, and **Fine, Denise Helen**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 30 August 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 559, Ferndale Township, Registration Division IQ, Transvaal, measuring 4 015 square metres, held by the Defendants under Deed of Transfer T85321/1991, being 388 Main Avenue, Ferndale.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage:

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90675/Ms Isola/ab.)

Case 7461/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and
Mmagauta Alphina Molefe, Defendant

In pursuance of a judgment in the Court of the Magistrate, Krugersdorp, and writ of execution dated 12 December 1991, the following property will be sold in execution on 31 August 1994 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 8811, Kagiso Township, Registration Division IQ, Transvaal, in extent 552 (five hundred and fifty-two) square metres, for residential purposes, held by the Defendant/s under Deed of Transfer TL5870/1991, known as Erf 8811, Kagiso, Krugersdorp, upon which is erected a single, detached dwelling under tile roof consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

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

Terms: R5 000 or 10% (ten per cent) 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 transfer, to be secured by an approved bankers or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for 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, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Van Brandis Street, Krugersdorp.

Case 06447/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Litskas, Dimosthenis Michael**, First Defendant, and **Litskas, Doris**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 1 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Section 5, as shown and more fully described on Sectional Plan SS223/1988, in the scheme known as Powerville Industrial Park, in respect of the land and building or buildings situated at Powerville Township, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section measuring 429 m², held by the Defendants under Certificate of Registered Sectional Title ST29211/1993, being Unit 5, Powerville Industrial Park, Taaibos Street, Powerville, Vereeniging.

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

The dwelling consists of large workshop, office and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of July 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90929/FCLS/Mr Brewer/cvdm.)

Case 5235/94
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Erasmus, Jacobus Christoffel Kennard**, First Defendant, and **Erasmus, Laura Celeste**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Halfway House, Unit 2, Northview, 45 Richards Drive, Halfway House, on 31 August 1994 at 14:30, 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 office of the Sheriff, Halfway House, Unit 2, Northview, 45 Richards Drive, Halfway House:

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

Vacant land, being Portion 2 of Holding 419, Glen Austin Agricultural Holdings, situated at Portion 2 of Holding 419 Hampton Road, Glen Austin Agricultural Holdings, measuring 8 800 square metres, Registration Division JR, Transvaal, held by the Defendants under Title Deed T60560/90.

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

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

Dated at Johannesburg on this 22nd day of July 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; c/o Van der Westhuizen Crouse & Venter, Ninth Floor, Budget House, 42 Kerk Street, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 5460/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Chinneck, David Andrew**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 30 August 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court, prior to the sale

Certain Portion 2 of Erf 11 Johannesburg North Township, Registration Division IQ, Transvaal, area 1 063 square metres, situation 1 Church Street, Johannesburg North, Randburg.

Improvements (not guaranteed): Single-storey dwelling under cement tiles, consisting of lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, shower and two toilets.

Outbuildings (attached): Two carports, staff quarters, toilet and boundary with screen walling and fencing.

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

Dated at Johannesburg on this 11th day of July 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5241.) (Ref. P. le Mottee/ij/N3329.)

Case 27136/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **McLachlan, Robert John**, First Defendant, and
McLachlan, Catherine Ruth, 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 for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 30 August 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3132, Randparkrif Extension 41 Township, Registration Division IQ, Transvaal, area 1 196 square metres, situation 30 Aalwyn Street, Randpark Ridge Extension 41, Randburg.

Improvements (not guaranteed): Single-storey dwelling consisting of lounge, dining-room, study, kitchen, three bedrooms, fitted carpets/tiles, two bathrooms, shower, three toilets and fenced boundary.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/N3062.)

Case 34197/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Liebenberg, Peter**, First Defendant, and
Liebenberg, Michelle Susan, 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 for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 30 August 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3386, Randparkrif Extension 41 Township, Registration Division IQ, Transvaal, area 1 046 square metres, situation 4 Flamboyant Street, Randpark Ridge Extension 41, Randburg.

Improvements (not guaranteed): Single storey brick building under tiles consisting of lounge, dining-room, kitchen, two bedrooms, two bathrooms, two toilets, fitted carpets/vinyl tiles, car pergola and fenced boundary.

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

Dated at Johannesburg on the 11th day of July 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/N3301.)

Case 2332/92

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

In the matter between **Bankorp Limited**, trading as Trustbank, Plaintiff, and **Leon Erasmus**, Defendant

On Thursday, 1 September 1994 at 10:00, a public auction sale will be held at the undermentioned property that will be sold by Libra Auctioneers CC, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Portion 199, of the farm Kromdraai 560, Registration Division KQ, Transvaal, measuring 17,1306 hectare, known as Portion 199, farm Kromdraai 560, District of Warmbaths, consisting of single-storey house consisting of four bedrooms, lounge, kitchen and bathroom under thatch.

Outbuildings: Borehole and pump and Escom power (improvements are not guaranteed).

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by Libra Auctioneers CC, may be inspected prior to the date of the sale at their offices at Flora Centre, Third Floor, Ontdekkers Road, Florida, as well as at the offices of the messenger of the Court, 22 Pretoria Road, Warmbaths.

Dated at Boksburg on this the 15th day of July 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050.] (Ref. Anita Nieuwoudt/TB213.)

Case 06838/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Phelson Ngoanamagasa Mphahlele**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg North, at 131 Marshall Street, Johannesburg, on 1 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit comprising section 56 and its undivided share in the common property in the Tudhope Heights Sectional Title Scheme, area 71 square metres, situation Flat 807, Tudhope Heights, Tudhope Avenue, Johannesburg.

Improvements (not guaranteed): A flat comprising bedroom, bathroom, kitchen and lounge/dining-room.

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

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

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

Case 7589/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sunshine Records (Proprietary) Limited**, First Defendant, and **Grahame Macquarrie Beggs**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution issued on 20 October 1993, a sale without reserve will be held at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, 30 August 1994 at 10:00, of the undermentioned property of the Second 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 Randburg Court, Randburg, prior to the sale:

Certain Erf 47, Ferndale, Registration Division IQ, Transvaal, situated at 480 Cork Avenue, Ferndale, and held by Deed of Transfer T24002/1987.

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

Main building:

1. A double storey made up of a main residence on the ground floor, consisting of an entrance-hall, lounge, family room, dining-room, study, kitchen, pantry, three bedrooms, two bathrooms, two showers and three w.c.'s.
2. A flatlet on the top storey consisting of a lounge, dining-room, kitchen, bedroom, shower and w.c. *Outbuildings*: Three garages, three servants' quarters, bathroom and two w.c.'s.

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

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Howard Lang & Partners, Plaintiff's Attorneys, Fourth Floor, West Wing, President Place, Jan Smuts Avenue, Rosebank, Johannesburg; P.O. Box 2541, Parklands, 2121. [Tel. (011) 442-5740.] (Ref. Mr C. Drumgoole.)

Case 20866/91

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

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Erna Nel**, 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, Unit 2, Northview, 45 Richards Drive, Halfway House, on 31 August 1994 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Remaining Extent of Holding 133, Glen Austin Agricultural Holdings, Registration Division JR, Transvaal, area 8 829 (eight thousand eight hundred and twenty-nine) square metres. *Situation:* 133 Donovan Road, Glen Austin Agricultural Holdings, Midrand.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, two carports, swimming-pool, servants' quarters, servant's toilet, 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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7151-093.)

Case 9201/94
PH 2

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Rochbury Investments CC**, First Defendant, and **Dhanraj Poorun Poorun**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 1 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Johannesburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Passage, lounge, dining-room, toilet, bathroom, kitchen, three bedrooms and carport.

Section 64, Highbury, as shown and more fully described on Sectional Plan SS203/1992, in the scheme known as Highbury, Erf 658, Killarney, in respect of the land and buildings situated at Killarney Township, Town Council of Johannesburg, situated at Third Avenue, Killarney, measuring 88 (eighty-eight) square metres, held by the Defendants by Deed of Transfer ST44387/1993 (Section 64).

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer a acceptable bank-guaranteed cheque with regard to the balance to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this day of July 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Van der Westhuizen Crouse & Venter, Eighth Floor, Budget House, 42 Kerk Street, corner of Loveday, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/IVD/13/93.)

Case 3728/94

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Eric Stewart Croyle**, First Defendant, married out of community of property to **Carol-Ann Moira Croyle**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 4 July 1994, and writ of execution dated 4 July 1994, the following property will be sold in execution on Wednesday, 31 August 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder:

Certain Erf 2343, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal. *Street address:* 5 Babiana Street, Brackenhurst, Alberton, measuring 1 500 (one thousand five hundred) square metres, held by Deed of Transfer T37387/1993, dated 19 August 1993.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Entrance hall, lounge, dining-room, study, kitchen, four bedrooms and two bathrooms. *Outbuildings:* Two garages, servants' quarters and bathroom.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 16% (sixteen per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 2nd day of August 1994.

B. J. Van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss J. Hayward.)

Case 2947/92A

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dimitrios Efstratio Spanellis**, First Defendant, married in community of property to, **Helen Elizabeth Spanellis**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 12 January 1993, and writ of execution dated 20 April 1994, the following property will be sold in execution on Wednesday, 31 August 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 1534, Mayberry Park Township, Registration Division IR, Transvaal, street address 11 Greinhout Street, Mayberry Park, Alberton, measuring 1 032 square metres, held by Deed of Transfer T40443/90 dated 18 October 1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery and patio.

Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19% (nineteen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

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

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907/2329, 907, 2359.) (Ref. Miss D. Meyer.)

Case 5384/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **De Bruyn, Kurt**, First Defendant, and **De Bruyn, Rosemary Linda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court of 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg on Tuesday, 6 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 22 of Erf 555, Jukskeipark Township, Registration Division IR, Transvaal, measuring 1 238 m², held by the Defendants under Deed of Transfer T21973/93, being 1 Galena Street, Jukskeipark.

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

The dwelling consists of lounge, dining-room, four bedrooms, bathroom/w.c./shower, bathroom/w.c., kitchen and single garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92839/Ms Isola/cvdh.)

Case 31936/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Green, Colin Cameron**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court of 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg on Tuesday, 30 August 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 523, Sundowner Extension 7 Township, Registration Division IQ, Transvaal, measuring 1 250 m², held by the Defendant under Deed of Transfer T44436/90, being 523 Toumaline Road, Sundowner Extension 7.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, garage and servants' quarters/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79019/Ms Isola/hs.)

Case 2321/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tshabalala, Mengezi James**, First Defendant, and **Tshabalala, Linah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg on Thursday, 1 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 30 as shown and more fully described on Sectional Plan SS149/1986 (the sectional plan) in the scheme known as Sunnycrest in respect of the land and building or buildings situated at Johannesburg Township, Local Authority Johannesburg, measuring 87 m², held by the Defendants under Deed of transfer ST51477/92 (unit), being 605 Sunnycrest, corner of Ockerse and Quartz Streets, Hillbrow.

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

The dwelling consists of two bedrooms, lounge, dining-room, 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 building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79140/Ms Isola/plr.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ramdunnie, Manubha**, First Defendant, and **Ramdunnie, Peeachanra**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 1 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 255, Zakariyyapark Extension 1 Township, Registration Division IQ, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T3508/1991, being 255 Cinnamon Street, Zakariyyapark, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93410/FCLS/Mr Brewer/djl.)

Case 22659/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hutton, Margaret Ann**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 1 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain unit consisting of:

(a) Section 12 as shown and more fully described on Sectional Plan SS96/1982, in the building or buildings known as Santenay, Bellevue Township, in the area of the Johannesburg Local Authority, of which the floor area, according to the sectional plan is 48 (forty-eight) square metres in extent, and

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

Situation Unit 12, Santenay, 12 St Georges Street, Bellevue, Johannesburg.

Improvements (not guaranteed): Lounge, bedroom, bathroom, kitchen and under slab roof.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR057E/mgh/tf.)

Case 15372/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Huber, Helmut**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 1 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. Erf 59, Easttown Township, Registration Division IQ, Transvaal.

2. Erf 60, Easttown Township, Registration Division IQ, Transvaal.

3. Erf 61, Easttown Township, Registration Division IQ, Transvaal, situation 29 West Street, Easttown, area:

1. 248 (two hundred and forty-eight) square metres.

2. 248 (two hundred and forty-eight) square metres.

3. 248 (two hundred and forty-eight) square metres.

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

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

Dated at Johannesburg on this the 28th day of July 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. PD17E/mgh/tf.)

Case 15101/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **One Edendale Property CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 1 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain a unit consisting of Section 2, as shown and more fully described on Sectional Plan SS29/92, in the Scheme known as East 9, in respect of the land and building or buildings situated at Eastleigh Township, Edenvale Local Authority, of which section the floor area, according to the said sectional plan is 122 (one hundred and twenty-two) square metres, in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan.

Situation Unit 2 East 9, 1 Edendale Road, Eastleigh.

Improvements (not guaranteed): Entrance-hall, lounge, dining-room, study, three bedrooms, bathroom, separate toilet, toilet and wash-basin, kitchen, carport and under tiled roof.

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

Dated at Johannesburg on this the 12th day of July 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR292E/mgh/tf.)

Case 25282/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Chutumia, Coolam**, 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, Vereeniging, at De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 1 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 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, property enclosed, under tiled roof.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N171E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bikwane, Manjilo Emma**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 1 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 2265, Zola Township, Registration Division IQ, Transvaal, situation Lot 2265, Zola, area 233 (two hundred and thirty-three) square metres.

Improvements: (not guaranteed) Dining-room, two bedrooms, bathroom, kitchen, under asbestos roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NI44E/mgh/tf.)

Case 8005/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Copans, Colin**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 2 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 305, Sandown Extension 24 Township, Registration Division IR, Transvaal, measuring 4 122 m², held by the Defendant under Deed of Transfer T31048/1975, being 305 Adolf Street, Sandown, Sandton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, dining-room, four bedrooms, two bathrooms/w.c., kitchen, study, scullery and separate toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93808/Ms Isola/cvdm.)

Case 3082/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Desmond Roy van der Merwe**, First Defendant, and **Kathleen van der Merwe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 2 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

Erf 1990, Potchefstroom Extension 12 Township, Registration Division IQ, Transvaal, measuring 1 025 m², held by the Defendants under Deed of Transfer T44820/1993, being 23 Kiaat Avenue, Miederpark, Potchefstroom.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c., kitchen, garage and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-251.) (Ref. Z92817/FCLS/Mr Brewer/djl.)

Case 00553/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Cohen, Julian Philip**, Defendant

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

Section 56, as shown and more fully described on Sectional Plan SS64/1984, in the building or buildings known as Taunton Place and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 66 m², held by the Defendant under Certificate of Registered Sectional Title ST64/1984 (56) (unit), being Unit 56, Taunton Place, Esselen Street, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge/dining-room, bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z43535/Ms Isola/cvdm.)

Case 5939/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Naidoo, Manuel**, First Defendant, and **Naidoo, Gladys**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Van Riebeeck Street, Westonaria, on Friday, 2 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Westonaria, at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 34, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 375 m², held by the Defendants under Deed of Transfer T13309/1986, being 34 Bedford Street, Lenasia South Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93558/FCLS/Mr Brewer/djl.)

Case 24305/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Wally, Ferhaad**, First Defendant, and **Wally, Focia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 1 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 580, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T9802/1992, being 55 Stonewall Street, Newlands, Johannesburg West.

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

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75504/Ms Isola/ab.)

Case 7345/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Paddock, Francis John**, First Defendant, and **Paddock, Michelle Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 30 August 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Stand 3532, Brackendowns Extension 3, Registration Division IR, Transvaal, measuring 1 024 m², held by the Defendants under Deed of Transfer T43541/91, being 101 Neville Street, Brackendowns Extension 3, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, kitchen, bathroom/w.c., entrance-hall, lounge, dining-room and single carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93587/Ms Isola/plr.)

Case 6428/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Zajackowski Grzegorz Andrzej**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 30 August 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 1915, Ferndale Extension 11 Township, Registration Division IQ, Transvaal, measuring 1 082 square metres, held by the Defendant under Deed of Transfer T6557/1992, being Stand 1915, West Street, Ferndal Extension 11.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93122/Ms. Isola/ab.)

Case 33676/92
PH 89IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Young: Edward William**, trading as Eds Motors, 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 Magistrate's Court, Kerk Street, Nigel, on Friday, 2 September 1994 at 10:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Deputy Sheriff, Nigel:

Erf 665, Dunnottar, situated at 75 Agnew Street, Dunnottar, Nigel.

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

Vacant and undeveloped stand with concrete walling.

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

5% (five per centum) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½% (two-and-a-half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Dated at Johannesburg on this the 28th day of July 1994.

Fluxman Rabinowitz-Raphaely Weiner, Plaintiff's Attorneys, 45th Floor, Carlton Centre, Commissioner Street, P.O. Box 7140, Johannesburg. (Tel. 331-4481.) (Ref. S Perlman/lk/027.)

Case 14401/93

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

In the matter between **Joannides Agencies CC**, Plaintiff, and **Shamba Wa Shamba**, Defendant

On 2 September 1994 at 10:00, a public auction sale will be held at the sale-rooms of the Deputy Sheriff, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, at which the Deputy 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:

Certain Erf 489, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, measuring 860 (eight hundred and sixty) square metres, held by the Defendant under Deed of Transfer T104636/92, also known as 18 Twee Jongezellen Street, Hurlingham.

Improvements reported (which are not warranted to be correct and are not guaranteed): One dwelling-house (hereinafter referred to as the property).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Supreme Courts Act, No. 59 of 1959, and the rules made thereunder or any amendment thereof or substitution therefore 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 bondholder.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the purchase price, immediately after the sale and balance of the price and interest shall within 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 Deputy 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 Deputy 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 other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereof or substitution therefore.

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 Johannesburg on this the 25th day of July 1994.

L. Taitz, for Taitz & Skikne, Plaintiff's Attorneys, c/o The Document Exchange, First Floor, The Markade, corner of President and Kruis Streets, Johannesburg. (Tel 825-3516.) (Ref. Mr Taitz/DF/2006/50035.)

Case 14401/93

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

In the matter between **Joannides Agencies CC**, Plaintiff, and **Shamba W. A. Shamba**, Defendant

On 2 September 1994 at 10:00, a public auction sale will be held at the sale-room of the Deputy Sheriff, Ground Floor, Fluor House, 100 Grayston Drive, Sandown at which the Deputy 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:

Certain Erf 796, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, measuring 900 (nine hundred) square metres, held by the Defendant under Deed of Transfer T112032/1992, also known as 16 Verden Place, Hurlingham.

Improvements reported (which are not warranted to be correct and are not guaranteed): Dwelling-house (hereinafter referred to as the property).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Supreme Court Act, No. 59 of 1959, and the rules made thereunder or any amendment thereof or substitution therefore 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 bondholder.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the purchase price, immediately after the sale and balance of the price and interest shall within 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 Deputy 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 Deputy 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 other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal), 1939 or any amendment thereof or substitution therefor.

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 Johannesburg on this the 25th day of July 1994.

L. Taitz, for Taitz & Skikne, Plaintiff's Attorneys, c/o the Document Exchange, First Floor, The Markade, corner of President and Kruis Streets, Johannesburg (Docex 1, Germiston). (Tel. 825-3516.) (Ref. Mr Taitz/DF/2006/50035.)

Case 12371/94
PH 222

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Van der Horst, Rosaline Silva**, First Defendant, and **Bartleson, Herbert William**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court Johannesburg, at 131 Marshall Street, Johannesburg, on 25 August 1994 at 10:00, of the undermentioned property, on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 517, Kibler Park Township, Registration Division IQ, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres, held under Deed of Transfer T51108/1993.

Address: Situated at 48 Sherwood Avenue, Kibler Park, zoned residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements (although in this respect nothing is guaranteed): A single-storey residential building with brick walls and plastered and corrugated iron roof. Consisting of lounge, dining-room, kitchen, family room, three bedrooms, bathroom and w.c. Outbuildings consist of two garages.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay collection commission to the Plaintiff's attorneys at the rate of 10% (ten per cent) on the purchase price bid, subject to a maximum of R100, and further pay all costs and expenses incurred in connection of the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 20th day of July 1994.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685. (Tel. 333-6114.) (Ref. Mr Johnson/N82720.)

Case 982/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Govender, Shathlananthen Govindraj**, Identity Number 6104125102081, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 2 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton, prior to the sale:

Erf 250, Wendywood Township, Registration Division IR, Transvaal, being 45 Western Service Road, Wendywood, measuring 1 115 square meters, use zone Residential 1.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Dwelling-house and outbuildings.

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

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

Dated at Johannesburg on the 22nd day of July 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 513244.)

Case 128923/93

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **The Keith Leggett Family Trust**, Defendant

In pursuance of a judgment of the above Honourable Court dated 1 February 1994, the following property will be sold in execution on **Friday S.A. Limited**, Plaintiff, and **The Keith Leggett Family Trust**, Defendant

In pursuance of a judgment of the above Honourable Court dated 1 February 1994, the following property will be sold in execution on Friday, 16 September 1994 at 10:00, at the Magistrate's Court, Fox Street Entrance, Johannesburg, to the highest bidder viz:

Section 11, Broadlands, Rosebank Township, measuring 130 (one hundred and thirty) square metres, property also known as 16 Tyrwhitt Avenue, Rosebank, Johannesburg.

Comprising: (Simplex), entrance hall, lounge, dining-room, study, kitchen, two bedrooms, bathroom, two w.c.s', garage and store-room.

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

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court Johannesburg immediately prior to the sale may be inspected at his offices at 131 Marshall Street, Johannesburg North.

Dated at Germiston on this the 2nd day of August 1994.

A. L. Freedman, for M. Levine & Freedman, 201-5 United Building, 177 President Street, Germiston. (Tel. 873-8914/5.)
[Ref. Mr Friedman/OS/50038 (I).]

Case 32719/93

PH 1

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Sunset Park (Proprietary) Limited**, Plaintiff, and **Keenan, Alexander**, First Defendant, and **Keenan, Susan**, Second Defendant

In execution of a judgment granted by the above Honourable Court, on 31 January 1994, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg at 182 Leeuwpoot Street, Boksburg, on 26 August 1994 at 11:15, of the above-mentioned property of the Execution Debtors, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 741, in the Township of Sunward Park Extension 2, held under Deed of Transfer T7850/87, measuring 1 322 square metres, also known as 12 Constellation Road, Sunward Park Extension 2, Boksburg.

Description: Five bedrooms, three bathrooms, lounge, dining-room, kitchen, two garages, servant's room, study, scullery and pool, brick under tiles.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

Conditions of sale may be inspected at the Sheriff's Offices, Boksburg and will be read out by the Sheriff to the sale.

Dated at Johannesburg on this 12th day of July 1994.

M. R. Dansky, for Radus & Dansky, Plaintiff's Attorneys, Second Floor, Metal Box Centre, 25 Owl Street, Auckland Park. (Tel. 726-8032.) (Ref. MRD/td/9170.)

Case 22054/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anna Cornelia Jacoba Maree**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 24 March 1993, the undermentioned property will be sold in execution on Thursday, 1 September 1994 at 10:00, at the offices of the Sheriff, Pretoria North West, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Portion 206 (a portion of Portion 81) of the farm Kameeldrift 313, Registration Division JR, Transvaal, measuring 8,5653 hectares, held by Defendant under Deed of Transfer T27033/92, also known as Portion 206 (a portion of Portion 81) of the farm Kameeldrift 313.

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

A house comprising six bedrooms, three bathrooms, two kitchens, two lounges, dining-room, three garages, family room, store-room and swimming-pool.

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

Signed at Pretoria on this 1st day of August 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb/X169.)

Case 36918/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Renier Jacobus Botha**, Defendant

A sale in will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 1 September 1994 at 10:00:

(a) Unit 29, as shown on Sectional Plan SS60/88, in the building Tuinvilla, situated at Erf 813, Pretoria Gardens Extension 5, Local Authority, City Council Pretoria, measuring 101 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST60/88 (29) (Unit) dated 5 February 1988, known as Flat 29, Tuinvilla, 494 Schuurman Avenue, Pretoria.

Particulars are not guaranteed.

Flat: Lounge, dining-room, kitchen, three bedrooms, bathroom and carport.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409857/JAA/M. Oliphant.)

Case 36917/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pieter Andries Lombard**, First Defendant, and **Cornelia Jacoba Susanna Lombard**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 1 September 1994 at 10:00:

Remaining portion of Erf 30, situated in the Township of Daspoort, Registration Division JR, Transvaal, measuring 661 square metres, known as 961 De Villiers Street, Daspoort.

Particulars are not guaranteed.

Dwelling-house: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Double garage, 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. 328-6770 x 313.) [Ref. N1/B-409818(343467)/JAA/M. Oliphant.]

Case 35332/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Marthinus Nicolaas Labuschagne**, First Defendant, and **Anna Susanna Labuschagne**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 1 September 1994 at 10:00:

Erf 2331, situated in the Township of Danville, Registration Division JR, Transvaal, measuring 694 square metres, known as 128 Knight Street, Danville.

Particulars are not guaranteed.

Woonhuis: Sitkamer, kombuis, drie slaapkamers, badkamer, toilet en patio.

Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and patio.

Inspect conditions at Sheriff, Pretoria-West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409839/JAA/M. Oliphant.)

Case 40770/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Johannes Petrus Marais**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 1 September 1994 at 10:00:

Section 22, as shown on Sectional Plan SS152/85 in the building Carmen West, situated in the Township of Pretoria, Local Authority of Pretoria, measuring 64 square metres, and an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST152/85(22)(Unit), known as Flat 52, Carmen West, 187 Church Street, Pretoria West.

Particulars are not guaranteed.

One-bedroomed flat with lounge, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria-West, 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-409878/JAA/J. S. Herbst.)

Case 63159/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Armans Martins**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria on Tuesday, 30 August 1994 at 10:00 of:

Erf 4175, situated in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 480 square metres, known as 232 Rondebosch Street, Eersterust, 0022.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms, bathroom and single garage.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-414112(343447)/JAA/J. S. Herbst.]

Case 28159/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Royce Herman Buda**, First Defendant, and **Winnie Paulina Buda**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria on Tuesday, 30 August 1994 at 10:00 of:

Sections 36 and 81, as shown on Sectional Plan SS1/82 in the building Vandag, situated at Erf 1189, Sunnyside, Local Authority City Council of Pretoria, measuring 79 square metres and 17 square metres respectively; and

An undivided share in the common property in the land and building held under Deed of Transfer ST61704/93, known as Flat 504, Vandag and Garage, 146 Mears Street, Sunnyside.

Particulars are not guaranteed.

Two $\frac{1}{2}$ bedroomed flat with lounge, dining-room, kitchen, bathroom and single garage.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404883/JAA/J. S. Herbst.)

Case 8446/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Abrahamn Charles Linda Masango**, First Defendant, and **Faith Nomhle Masango**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held in the Magistrate's Office at Thabamooop on Friday, 26 August 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Ownership Unit 445, Township of Lebowakgomo, District of Thabamooop (also known as 445 Lebowakgomo, Unit A, Pietersburg, in extent 450 (four hundred and fifty) square metres, held under Deed of Grant 1037/76, subject to the conditions contained therein and specially subject to the reservation of all rights to minerals.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, three bedrooms, kitchen as well as two separate rooms with w.c.

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

Dated at Pretoria on this the 28th day of July 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S514/94.)

Case 9099/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bophilo Stanley Sedibe**, Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Kawokweni, Nsikazi, on Friday, 9 September 1994 at 10:00:

Full conditions of sale can be inspected at Sheriff, Nsikazi [Enquiries Tel. (01311) 4-9161].

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

Property: Site 816C, situated in the Township of Matsulu C, District of Nsikazi.

Improvements: Single storey - Two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B du Plooy/LVDM/GT1426.)

Case 11104/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sekgwala Philip Kgopa**, First Defendant, and **Ramadimetja Rachel Kgopa**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Seshego, on Wednesday, 14 September 1994 at 14:00:

Full conditions of sale can be inspected at the Sheriff, Seshego, at 68 Hans van Rensburg Street, Pietersburg.

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

Property: Ownership Unit 3548, for Residential purposes, situated at Zone B, in the Seshego Township, District of Seshego, known as house 3548, Zone B, Seshego.

Improvements: Two bedrooms, bathroom, kitchen, lounge, study and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B du Plooy/LVDM/GT1666.)

Case 11852/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Ramadia Sydney Maila**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Cullinan, in front of the Magistrate's Office, Cullinan, on Friday, 9 September 1994 at 11:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Cullinan, at 11 Madeliefie Street, Riamar Park, Bronkhorstspuit, and which will be read out prior to the sale:

Erf 1583, Refilwe Extension 1 Township, Registration Division JR, Transvaal, measuring 280 (two hundred and eighty) square metres, held by virtue of Certificate of Ownership TE2144/92, known as 1583 Refilwe Extension 1, District of Cullinan.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling-house with tiled roof consisting lounge, kitchen, two bedrooms and bathroom/toilet.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 4th day of August 1994.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] [Ref. D. Frances/JD HA2525 (A).]

Case 12176/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Susanna Elizabeth Magrietha de Haas**, Defendant

A sale in execution of the undermentioned property is to be held at the the Sheriff of the Supreme Court, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 9 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom/Soshanguve at the above address.

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

Property: Portion 1 of Erf 1103, Pretoria North Township, Registration Division JR, Transvaal, known as 478 Brits Road, Pretoria North.

Improvements: Single storey - Four bedrooms, kitchen, lounge, family room, bathroom, dining-room, carport and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. 0001. [Tel. (012) 325-4185.] (Ref. B du Plooy/LVDM/GT1712.)

Case 8571/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbudzeni Mbulaheni Sibara**, First Defendant, and **Lufuluvhi Grace Sibara**, Second Defendant

A sale in execution of the undermentioned property is to be held at 142 Struben Street, Pretoria, on Wednesday, 7 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria South at Plot 83 (corner of Gerhard Street and West Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

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

Property: Erf 1217, Noordwyk Extension 10 Township, Registration Division JR, Transvaal (known as 1217 Chestnut Street, Noordwyk).

Improvements: Single storey, two bedrooms, kitchen, lounge, one and a half bathrooms, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1569.)

Case 11841/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cluster's Bellamé (Pty) Limited** (93/06808/07), Defendant

A sale in execution of the undermentioned property is to be held at 118 Culemborg Road, Die Heuwel (Witbank), on Friday, 9 September 1994 at 09:00:

Full conditions of sale can be inspected at the Sheriff, Witbank, at 3 Rhodes Street, Witbank.

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

Property: Erf 119, Die Heuvel Township, Registration Division JS, Transvaal (known as 119 Culemborg Road, Die Heuvel).

Improvements: Single storey, four bedrooms, kitchen, lounge, family room, two bathrooms, study and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1705.)

Case 10664/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jack Joseph Ngoma**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on 16 September 1994 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address.

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

Property: Erf 2508, Soshanguve GG, Registration Division JR, Transvaal, measuring 600 square metres, held under Deed of Transfer T81539/92.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1658.)

Sale in execution of the undermentioned properties are to be held at 118 Culemborg Road, Die Heuvel (Witbank), on Friday, 9 September 1994 at 09:00:

The Execution Creditor in all these matters is **Nedcor Bank Limited**, and the sales take place pursuant to judgments in the undermentioned actions instituted in the Supreme Court of South Africa (Transvaal Provincial Division).

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

1. **Case 11843/94** (File ref. Mr Du Plooy/GT1703).

Execution Debtor: **Clusters la Bellamé (Pty) Ltd.**

Property: Erf 117, Die Heuvel Township, Registration Division JS, Transvaal, measuring 2 085 square metres, held by virtue of Deed of Transfer T2068/94, known as 117 Culemborg Road, Die Heuvel.

Improvements: Four bedrooms, two bathrooms, kitchen, dining-room, lounge, study, family room, garage, servant's ablutions, brick driveway and precast perimeter enclosure.

2. **Case 11842/94** (File ref. Mr Du Plooy/GT1704).

Execution Debtor: **Clusters La Bellamé (Pty) Ltd.**

Property: Erf 118, Die Heuvel Township, Registration Division JS, Transvaal, measuring 1 792 square metres, held by virtue of Deed of Transfer T2069/94, known as 118 Culemborg Road, Die Heuvel.

Improvements: Four bedrooms, kitchen, lounge, family room, two bathrooms, dining-room, study and garage.

3. **Case 11856/94** (File ref. Mr Du Plooy/GT1706).

Execution Debtor: **Clusters La Bellamé (Pty) Ltd.**

Property: Erf 120, Die Heuvel Township, Registration Division JS, Transvaal, measuring 2 096 square metres, held by virtue of Deed of Transfer T2071/94, known as 120 Culemborg Road, Die Heuvel.

Improvements: Four bedrooms, kitchen, lounge, family room, two bathrooms, dining-room, study and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Case 11533/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mfomfo Albert Zwelibanzi**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, on 9 September 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank.

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

Property: Erf 580, kwaGuqa Extension 2 Township, Registration Division JS, Transvaal, measuring 500 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL47661/91.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1691.)

Saak 848/93

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

In die saak tussen **Suid-Afrikaanse Poskantoor BK**, Eiser, en **R. J. Oosthuizen**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof in bogemelde saak op 24 Maart 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju van Wonderboom op 26 Augustus 1994 om 11:00, te die Balju se Kantoor, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) verkoop sonder reserve/met reserve:

Sekere Paradyswoning 206, Britsweg 778, Tileba, Registrasieafdeling JR, Transvaal, groot 81 vierkante meter.

Die eiendom is verbeter en bestaan uit:

Woonstel van baksteen, bestaande uit twee en 'n half slaapkamers, sitkamer, kombuis, badkamer, aparte toilet en motorhuis.

Die koper moet 'n deposito van 10% van die koopprys, Balju vir die Hooggeregshof se fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, 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 tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Wonderboom.

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

P. J. Kleynhans, vir W. D. Saayman, Burgerstraat 249, Pretoria-Noord. (Tel. 546-0153.) (Verw. mev. M. Botha/BP44.)

Case 1665/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Christiaan Maree Pitzer**, First Defendant, and **Hendrina Johanna Pitzer**, Second Defendant.

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 29 June 1994, the property listed hereunder will be sold in execution on Friday, 2 September 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 875, Dalview Township, Registration Division IR, Transvaal, measuring 967 (nine hundred and sixty-seven) square metres, known as 37 Glamorgan Avenue, Dalview, Brakpan.

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

Main building: Plastered bricks under corrugated iron residence, comprising lounge, dining-room, three bedrooms, two bathrooms and kitchen.

Outbuildings: Single garage plus carport, housekeepers room plus toilet and pool.

Fencing: Precast and brick.

Zoned: Residential 1.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will, at his own expense, obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less, the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 18,75% (eighteen comma seven five per centum) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.

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

Dated at Benoni on this the 28th day of July 1994.

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

Case 2078/94
PH 155

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Poole Alfred David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price, will be held at the saleroom of the Sheriff, Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, on Friday, 2 September 1994 at 10:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale, and which conditions may be inspected at the offices of the Sheriff, Sandton, prior to the sale:

Certain the Remaining Extent of Erf 80, Bryanston, Registration Division IR, Transvaal, measuring 2 895 (two thousand eight hundred and ninety-five) square metres.

The following information is furnished *re* the improvements though in this respect, nothing is guaranteed: Lounge, dining-room, two and a half bathroom, three bedrooms, passage, kitchen, servants quarters.

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

The purchaser must pay auctioneer's fees of 5% (five per centum) on the day of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand). Minimum fees of R200 (two hundred rand).

Dated at Johannesburg on this the 3rd day of August 1994.

Salomon-Friedman, Plaintiff's Attorneys, First and Second Floors, SFB Chambers, 133 Marshall Street, Johannesburg. (Ref. Mr Friedman/Miss Levitan/15410.)

Case 35826/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Eduard Francois Crouch**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at NG Sinodale Centre, 234 Visagie Street, Pretoria, on 30 August 1994 at 10:00, to the highest bidder:

Certain Portion 41, as more fully described on Sectional Plan SS200/85, in the scheme known as Demakot, in respect of the land and building situated in the Township of Sunnyside, Registration Division JR, Transvaal, measuring with a floor area of 41 (forty-one) square metres, situated at 606 Demakot Flats, Kotze Street, Sunnyside, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: *Description of property:* Bachelor flat, lounge, dining-room, bedroom, kitchen, bathroom and w.c. *Common property facilities:* Parking, drying area.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 4th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1240.)

Saak 10459/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Sarel Willem Petrus Jacobus Lubbe**, Eerste Verweerder, en **Anne Marie Lubbe**, Tweede Verweerder

'n Verkoop word gehou deur die Balju, Zeerust, voor die Landdroskantoor, Zeerust, op 2 September 1994 om 10:00, van:

1. Erf 433, geleë in die dorp Zeerust, Registrasieafdeling JP, Transvaal, groot 5 710 (vyfduisend sewehonderd en tien) vierkante meter.

2. Erf 435, geleë in die dorp Zeerust, Registrasieafdeling JP, Transvaal, groot 5 710 (vyfduisend sewehonderd en tien) vierkante meter, beide eiendomme gehou kragtens Akte van Transport T26765/85, beter bekend as Bokstraat 13, Zeerust.

Besonderhede word nie gewaarborg nie.

1. Erf 433: 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. *Buitegeboue*: Bediendekamer en stoorkamer.

2. Erf 435: 'n Leë onverbeterde stuk grond.

Besigtig voorwaardes by die Balju, Zeerust, p.a. Coulson & Jacobsz, Presidentstraat, Zeerust.

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

Saak 4082/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Perm**, 'n afdeling van Nedcor Bank Beperk, Eksekusieskuldeiser, en **L. K. en N. C. Mofokeng**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof Middelburg, en 'n lasbrief vir eksekusie gedateer 20 Augustus 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 2 September 1994 om 10:30, voor die Dorpsraad Kantore, Mhluzi, Middelburg, Transvaal:

Erf 5957, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal, groot 372 (driehonderd twee-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T31464/93.

Die eiendom, synde 'n woonhuis en buitegeboue word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser en eise 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- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 26ste dag van Julie 1994.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 1679/90

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABE GEHOU TE TZANEEN

In die saak tussen **United Building Society Ltd**, Eiser, en **Martha Catherine Barnard**, Verweerder

Uit kragte van 'n vonnis van die Landdros Tzaneen en kragtens 'n lasbrief vir eksekusie gedateer sal die volgende eiendom per publieke veiling op Vrydag, 2 September 1994 om 10:00, voor die Landdroskantoor, Tzaneen, aan die hoogste bieder verkoop word, naamlik Erf 26, in die dorpsgebied Duiwelskloof, Registrasieafdeling LT, Transvaal, groot 2 349 vierkante meter, bekend as Doreenstraat 21, Duiwelskloof.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en reëls aan die hoogste bieder verkoop word.

2. Die koper betaal 10% (tien persent) van die koopsom onmiddellik na die verkoping aan die Balju, en die balans word verseker by wyse van 'n bank- of bouverenigingwaarborg, betaalbaar teen oordrag van die eiendom in die naam van die koper en wat afgelewer word by die Eiser se prokureurs binne 14 (veertien) dae na die datum van verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, Tzaneen, ter insae lê.

A. E. Rech, vir Joubert & May, Posbus 35, Tzaneen, 0850.

KAAP • CAPE

Saak 444/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Sydwell Makabongwe Matshotyana**, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 30 Augustus 1994 om 11:00, te Landdroshof, Paarl:

Alle regte, titel en belang in Erf 1432, Mbekweni, in die area van jurisdiksie van die dorpsbestuur Mbekweni, administratiewe distrik Paarl, groot 305 (driehonderd-en-vyf) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Sertifikaat van Huurpaga TL34896/93 en geleë te T113, Mbekweni, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die Transportakte ten opsigte van die eiendom.

2. Die volle koopprijs is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende 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.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Enkelverdiepingwoonhuis bestaande uit twee slaapkamers, badkamer, kombuis en twee motorhuise.

Gedateer te Paarl hierdie 28ste dag van Julie 1994.

Van Wyk, Gaum. Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 4784/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **E. J. & M. M. Adams**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 25 Mei 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Vyfde Laan 132, Kraaifontein, per publieke veiling te koop aangebied op 8 September 1994 om 09:15:

Erf 4048, Kraaifontein, ook bekend as Vyfde Laan 132, Kraaifontein, afdeling Paarl, groot 496 vierkante meter, gehou kragtens Transportakte T6422/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarvan van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 22 Julie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swar/EAN381.)

Saak 15146/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **NBS Bank Beperk**, Eiser, en **Boedel wyle C. J. Leaner & D. I. Leaner**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Wynberg, gedateer 23 Junie 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Wynberg, per publieke veiling te koop aangebied op 8 September 1994 om 10:00:

Erf 130408, Kaapstad, ook bekend as Sonataweg 55, Steenberg, afdeling Kaap, groot 321 vierkante meter, gehou kragtens Transportakte T61526/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Wynberg, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% (vyftien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Wynberg, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 22 Julie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ELN362.)

Saak 347/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **ABSA Bank Limited**, Eiser, en **T. E. Robertson**, Eerste Verweerder, en **M. L. R. Robertson**, Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury en lasbrief van uitwinning, gedateer 17 Maart 1992 en heruitgereik op 29 Junie 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Landdroshof te Piet Retiefstraat, Malmesbury, op 1 September 1994 om 10:00:

Erf 11, Wesfleur, in die Atlantis Residensiële Plaaslike Gebied, afdeling Kaap, groot 450 (vierhonderd-en-vyftig) vierkante meter, ook bekend as Grosvenorstraat 111, Atlantis, gehou kragtens Akte van Transport T58422/88.

Die volgende verbeterings word gemeld maar nie gewaarborg nie: Sitkamer, drie slaapkamers, kombuis en badkamer/toilet.

Verkoopvoorwaardes:

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

2. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 15,25% (vyftien komma twee vyf per sentum) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en in geval daar enige Voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury, hierdie 12de dag van Julie 1994.

H. A. Groenewaldt, vir Groenewaldt Schoeman & Terblanche, Sanlansentrum, Malmesbury. (Verw. mnr. Groenewaldt/sw/A7271.)

Case 6590/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Charles Thomas de Flamingh**, Judgment Debtor

In pursuance of a judgment granted on 29 April 1994, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 7 September 1994 at 10:00, at 19 Penterlee Court, corner of First Avenue and Gardiner Street, Parow:

Description: Section 19, Penterlee Court, Parow, in the Municipality of Parow, Cape Division, in extent sixty-nine (69) square metres, postal address: 19 Penterlee Court, corner of First Avenue and Gardiner Street, Parow.

Improvements: Dwelling: Two bedrooms, bathroom, kitchen and lounge.

Held by Deed of Transfer 8897/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 22nd day of July 1994.

Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 4043/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **United Bank**, a Division of ABSA Bank Ltd, Eiser, en **Roderick Michael Nagan**, Eerste Verweerder, **Elizabeth Johanna Nagan**, Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief van uitwinning, gedateer 16 September 1992, sal die volgende eiendom in eksekusie verkoop word, voor die Landdroshof te Piet Retiefstraat, Malmesbury, op 1 September 1994 om 10:15:

Erf 861, Wesfleur, in die Atlantis Residensiële Plaaslike Gebied, afdeling Kaap, groot 648 (seshonderd agt-en-veertig) vierkante meter, ook bekend as Colebrookstraat 26, Wesfleur, Atlantis, gehou kragtens Akte van Transport T19448/85.

Die volgende verbeterings word gemeld maar nie gewaarborg nie: Sit-/eetkamer, drie slaapkamers, kombuis, badkamer, toilet en enkelgarage.

Verkoopvoorwaardes:

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

2. *Betaling:* 10% (tien persent) van die koopprys moet in kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 15,25% (vyftien komma twee vyf persent) per jaar bereken op die bedrag van die vonniskskuldeiser se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury hierdie 12de dag van Julie 1994.

H. A. Groenewaldt, vir Groenewaldt Schoeman & Terblanche, Sanlamsentrum, Malmesbury. (Verw. mnr. Groenewaldt/sw/A7697.)

Case 358/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Diane Felicity Wynne**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 4 May 1994, the following property will be sold in execution on Wednesday, 31 August 1994 at 11:00, to the highest bidder at the site of the property, 10 Dreyer Street, Kommetjie:

Certain Erf 3539, Kommetjie, situated in the Area of the Local Council of Kommetjie, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T12618/1992, also known as 10 Dreyer Street, Kommetjie, consisting single dwelling comprising two bedrooms, lounge/kitchen/dining-room (open plan), two bathrooms and single garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale and may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek on this the 22nd day of July 1994.

S. Boyes, for Buchanan Boyes, Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 6500/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Brilliant Beleggings (Pty) Ltd**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 9 St Patricks Road, Fresnaye, on Thursday, 1 September 1994 at 09:30, namely:

Erf: Remainder Erf 132, Fresnaye, in the City of Cape Town, Cape Division, in extent 433 (four hundred and thirty-three) square metres. *Erf:* Erf 131, Fresnaye, in the City of Cape Town, Cape Division, in extent 229 (two hundred and twenty-nine) square metres, held by Deed of Transfer T37504/1992, commonly known as 9 St Patricks Road, Fresnaye, which property is said, without warranty as to the correctness thereof, to comprise of: Entrance hall, lounge, kitchen, dining-room, three bedrooms, bathroom, servants' quarters and bathroom.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

One-tenth (1/10) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: Entrance hall, lounge, kitchen, dining-room, three bedrooms, bathroom, servants' quarters 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 Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this the 29th day of July 1994.

Lindsay & Associates, Plaintiff's Attorneys, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 22186.)

Case 48510/93

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

ABSA Bank Limited, trading as Allied Bank, versus Christine Forbes

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 43 Whittlers Way, Hout Bay, 7800, on Wednesday, 31 August 1994 at 14:00:

Erf 5159, Hout Bay, in the Local Area of Hout Bay, in extent 1 791 (one thousand seven hundred and ninety-one) square metres, held by Deed of Transfer T15986/89, and situated at 43 Whittlers Way, Hout Bay, 7800.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, three bedrooms, kitchen and two bathrooms.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by a bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 29th day of July 1994.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22908.)

Case 33178/92

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

In the matter between **First National Bank of SA Ltd.**, Plaintiff, and **Anthony Sydney Brown**, First Defendant, and **Cecilia Elizabeth Brown**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 4 December 1994, the undermentioned property will be sold in execution at the Magistrate's Court, Bellville, on Monday, 29 August 1994 at 14:00:

Erf 1809, Delft, in the Local Area of Blue Downs, Administrative District of the Cape, measuring 281 (two eight one) square metres, comprising of lounge, dining-room, two bedrooms, bathroom, toilet, kitchen, garage and under tiled roof, and known as 31 Rosendal Street, Voorbrug, Delft.

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 centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the office of Plaintiff's attorneys as reflected hereunder.

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

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 53215/91

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

Nedcor Bank Limited, versus Fayuz Properties CC

The property: Erf 28103, portion of Erf 28098, Mitchells Plain, in the Municipality of Cape Town, Administrative District of The Cape, in extent 215 (two hundred and fifteen) square metres, situated at 16 Symphony Walk, Town Centre, Mitchells Plain:

Improvements (not guaranteed): One business premises consisting of shop floor and two toilets.

Date of sale: 30 August 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont on this the 15th day of June 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Street, Claremont.

Case 23790/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank, versus Yashin Parker

The property: Erf 14975, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 220 (two hundred and twenty) square metres, situated at 10 Melbourne Close, Portlands, Mitchells Plain.

Improvements (not guaranteed): One single dwelling built with brick under a tiled roof consisting of approximately three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 30 August 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont on this the 17th day of June 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Street, Claremont.

Saak 13601/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Bankorp Beperk**, Eiser, en **Magdalene Zimri**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, g Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 27 Februarie 1992, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 5 Augustus 1994 om 09:15, op die perseel te Opstalstraat 1, Kuilsrivier, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 614, Kuilsrivier, in die munisipaliteit Kuilsriver, afdeling Stellenbosch, groot 926 (negehonderd ses-en-twintig) vierkante meter, gehou kragtens Transportakte T15627/1981, ook bekend as Opstalstraat 1, Kuilsrivier.

Betaalvoorwaardes: 10% (tien persent) van die koopprys en afslagselde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville. (Tel. 948-8326/7).

Gedateer te Bellville hede die 16de dag van Junie 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. De Waal.)

Case 65353/92

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

Nedcor Bank Limited versus Mogamat Naziem Laattoe

The property: Erf 173, Wetton, situated in the Municipality of Cape Town, Cape Division, 3 Phyllis Road, Wetton, in extent 584 square metres.

Improvements (not guaranteed): Single brick dwelling, asbestos roof, lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets, garage and swimming-pool.

Date of sale: 30 August 1994 at 12:00.

Place of sale: 3 Phyllis Road, Wetton.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 675/94

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

In the matter between ABSA Bank Limited, trading as United Bank, versus Willem Frederik Swart and Sara Susanna Swart

The following property will be sold in execution by public auction held at 1 Henry Lamohr Street, Caledon, to the highest bidder, on 31 August 1994 at 11:00:

Erf 2044, Caledon in the Municipality and Division of Caledon, in extent 428 (four hundred and twenty-eight) square metres, held by Deed of Transfer T33811/88, situated at 1 Henry Lamohr Street, Caledon.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 7th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 7763/93

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

In the matter between ABSA Bank Limited (United Bank Division), Execution Creditor, and Hendrik Johnson, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Malmesbury dated 26 January 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 2 September 1994 at 10:00:

Erf 942, Wesfleur in the Atlantis Residential Local Area, Cape Division, in extent 630 (six hundred and thirty) square metres.

Street address: 13 Centaur Street, Wesfleur, Atlantis.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Lounge, kitchen, two bedrooms, bathroom and w.c.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, St Johnstraat 11, Malmesbury.

4. Payment shall be effected as follows:

10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 18th day of July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 11732/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and
Sayed Ebrahim Sayed Hoosain, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood dated 16 November 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 30 August 1994 at 12:00:

Erf 8244, Parow, in the Municipality of Parow, Cape Division, in extent 680 (six hundred and eighty) square metres.

Street address: 68 Daphne Street, Cravenby Estate, Elsie's River.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Dwelling with asbestos roof, lounge, kitchen, three bedrooms, bathroom and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsie's River.

4. Payment shall be effected as follows:

10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 19th day of July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 704/91

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Judgment Creditor, and
Ella Marie Groenewald, Judgment Debtor

In pursuance of judgment granted on 25 October 1991, in the Bredasdorp, Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2 September 1994 at 11:00, at 23 Seewier Street, Struisbaai to the highest bidder:

Description: Erf 528, Struisbaai, in the area of the Local Council of Struisbaai, Division of Bredasdorp, in extent 872 (eight hundred and seventy-two) square metres, held by the Defendant in his name under Deed of Transfer T24790/81.

Postal address: 23 Seewier Street, Struisbaai.

Improvements: With inter alia, a dwelling thereon.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Bredasdorp.

Dated at Somerset West this 15th day of July 1994.

R. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.] (Ref. Collections/PduT/th.)

Case 7048/94

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

In the matter between **Quartermaster Investments (Pty) Limited**, Plaintiff, and **Christiaan Conrad Bauermeister**,
 Defendant

In the above matter a sale will be held on Thursday, 1 September 1994 at 12:00, at the site of 136 Kommissaris Street, Welgemoed, Bellville, being:

Erf 257, Bellville, in the Municipality of Bellville, Cape Division, measuring 1 030 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 15,25% (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, dining-room, kitchen, two bedrooms and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff, at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 1944/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Steffen Vogel and Carolene Alitisha Vogel

In pursuance of a judgment dated 1 September 1993 and an attachment, the following immovable property will be sold in the foyer of the A. A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 19 August 1994 at 15:00:

Erf 1007, Kabega, in the Municipality and Division of Port Elizabeth, in extent 1 060 (one thousand and sixty) square metres, situated at 253 Great West Way, Rowallan Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen, two garages and two carports.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT, are also payable on date of sale.

Dated on this the 18th day of July 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 9598/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **C. A. Onia**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 26 August 1993, the property listed hereunder will be sold in execution, on 29 August 1994 at 09:00, at Kuils River, Magistrate's Court, Kuils River, to the bidder:

Certain Erf 1425, Blue Downs, in the Lower Kuils River Area, Division of Stellenbosch, known as 10 London Way, Malibu Village, Blue Downs, in extent 350 (three hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 15th day of July 1994.

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (Reg. INV/MB/N216.)

Case 36561/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **G & L Builders CC**, Plaintiff, and **C. G. Harker**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 30 November 1993, and the warrant of execution dated 20 May 1994, the following property will be sold in execution, without reserve, to the highest bidder on 2 September 1994 at 14:15 at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 15320, Bethelsdorp Extension 32, in the Municipality and Division of Port Elizabeth, in extent 372 (three hundred and seventy-two) square metres, situated at 17 Sesame Close, Bethelsdorp Extension 32, Port Elizabeth, held under Deed of Transfer T71979/92.

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 a bathroom under an asbestos roof.

A substantial bank loan can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of the sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this 20th day of July 1994.

Heggie & Hartle, Plaintiff's Attorneys, Ground Floor, H. Lewis Trafalgar House, corner of Clyde and Lawrence Street Central, Port Elizabeth. (Ref. GWN/ldw/318.)

Case 4011/94

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

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Gary Charles Goodwin**, divorced, Defendant

In the above matter a sale will be held on Monday, 5 September 1994 at 14:00, at the site being 23 Italian Road, Grassy Park, being:

Erf 7077, Grassy Park in the Local Area of Grassy Park, Cape Division, measuring four hundred and thirty-five (435) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): One single dwelling brick walls under a asbestos roof, consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 11th day of July 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Case 7536/90
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Alfred Jacobus Ryke**, 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 Flat 71, Heron Waters, Blaauberg Road, Milnerton, on Tuesday, 6 September 1994 at 12:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

a. Section 119, as shown and more fully described on Sectional Plan SS246/1988 (157/86), in the building or buildings known as Heron Waters situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan, is 93 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, and situated at Flat 71, Heron Waters, Blaauberg Road, Milnerton.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 93 square metre dwelling consisting of a living-room/lounge, kitchen, three bedrooms, bathroom and toilet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 22nd day of July 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S170/0685.)

**Case 3660/92
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 Limited**, Plaintiff, and **Nazeem Jacobs**, 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 61 Princess Margaret Street, Ruyterwacht, on Monday, 12 September 1994 at 10:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 3308, Epping Garden Village, situated in the Local Area of Ruyterwacht, Cape Division, in extent 466 square metres, and situated at 61 Princess Margaret Street, Ruyterwacht.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 104 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom, water closet and 38 square metre outbuilding consisting of a garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 22nd day of July 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S675/1826.)

Saak 3499/94

IN DIE LANDDROSHOF VAN DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **V. J. Derby**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 19 April 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 1 September 1994 om 09:00:

Erf 5441, Eersterivier, ook bekend as Magaliesstraat 83, Heather Park, Eersterivier, afdeling Stellenbosch, groot 262 vierkante meter, gehou kragtens Transportakte T98191/93.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

(3) (a) Die Koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.

(3) (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer die 21ste dag van Julie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN379.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Beperk**, Eiser, en **Cornelius Samuels**, Eerste Verweerder, en **Sophia Samuels**, 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, 30 Augustus 1994 om 10:00, te die Landdroeskantoor, Paarl:

Erf 18403, Paarl, in die munisipaliteit en afdeling Paarl, groot 271 vierkante meter, gehou kragtens Transportakte T20212/1990, synde 'n woonhuis geleë te Gammay Close 10, Nederburg Heights, Paarl.

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 16% (sestien 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 3838/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Ruben Charles Jacobs**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 31 August 1994 at 09:00:

Erf 976, Eerste River, situated in the local area of Blue Downs, Division of Stellenbosch, in extent 319 (three hundred and nineteen) square metres, held by Deed of Transfer T22740/93, situated at 14 Francolin Street, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 18th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3638/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Deloris Elizabeth Anna Matthews**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 31 August 1994 at 09:00:

Erf 2536, Gaylee, in the local area of Blue Downs, Division of Stellenbosch, in extent 308 (three hundred and eight) square metres, held by Deed of Transfer T4160/93, situated at 11 Elda Court, Blackheath, Gaylee.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 18th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 8350/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Lutchmee Ramlall**

The following property will be sold in execution by public auction held at 12 Montagu Way, Pinelands, to the highest bidder on 1 September 1994 at 11:00:

Erf 3290, Pinelands, situated in the Municipality of Pinelands, Cape Division, in extent 904 (nine hundred and four) square metres, held by Deed of Transfer T3531/93, situated at 12 Montagu Way, Pinelands.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, two garages and staff rooms.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 18th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 5152/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Samuel Petrus Martin and Dawn Martin**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 31 August 1994 at 09:00:

Erf 4329, Eerste River, situated in the local area of Blue Downs, Division of Stellenbosch, in extent 258 (two hundred and fifty-eight) square metres, held by Deed of Transfer T35816/92, situated at 61 Duine Street, Kleinvele, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 18th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 15688/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **William Royal Faroo and Valerie Margaret Claudine Faroo**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 31 August 1994 at 09:00:

Erf 376, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 360 (three hundred and sixty) square metres, held by Deed of Transfer T73063/92, situated at 6 Delphinium Street, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3100/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Gary Vaughn Nagel**, First Execution Debtor, and **Wenda Nagel**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 24 May 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 8 September 1994 at 10:00:

Erf 11734, Kraaifontein, in the Municipality of Kraaifontein, Cape Division, in extent 552 (five hundred and fifty-two) square metres.

Street address: 2 Jacana Street, Langeberg Ridge, Kraaifontein.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Lounge, family room, kitchen, three bedrooms, bathroom/w.c., w.c./shower and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows:

10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 25th day of July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 1049/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgement Creditor, and **Samuel Johannes Horn**, First Judgment Debtor, and **Lea Horn**, Second Judgment Debtor

In pursuance of a judgment granted on 13 June 1994, in the Kuils River, Magistrate's Court, the following property will be sold to the highest bidder on 5 September 1994 at 09:00, at Kuils River Court-house:

Description: Erf 2821, Kleinlei, in the Local Area of Blue Downs, Stellenbosch Division, in extent 481 (four hundred and eighty-one) square metres, held by Deed of Transfer 55507/92.

Postal address: 25 Columbus Street, Forest Glade.

Improvements: Dwelling, two bedrooms, bathroom, toilet, lounge and kitchen.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 25th day of July 1994.

H. C. Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 783/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Uitenhage**, Eksekusieskuldeiser/Eiser, en **Caroline Dorothy Lilian Stevens**, Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 7 Julie 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 1 September 1994 om 11:00, voor die Landdroskantoor, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Stockenstroomstraat 12, Uitenhage, en/of te Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, en wat deur die Balju vir die Landdroshof, Uitenhage-Suid, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalinge van die Landdroshofwet en reëls en daarvolgens neergelê en die voorwaardes van die Akte van Transport asook die verkoopvoorwaardes.

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

3. Een tiende (1/10) van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans, tesame met rente soos gevra in die eerste verbandakte geregistreer teen die eiendom betaalbaar met 'n bank of bouverenigingstjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die munisipaliteit en afdeling Uitenhage, Erf 2071, Uitenhage, grootte 404 vierkante meter, Transportakte T31086/1985, geleë te Parkinstraat 27, Uitenhage, woonhuis.

Geteken te Uitenhage op hierdie 27ste dag van Julie 1994.

Le Roux Cubitt & Cronjé, Prokureurs vir Eiser, Blenheimhuis, Bairdstraat 4, Posbus 16, Uitenhage. (Verw. EVN/mev. Hayes/Inv/mk/U02310.)

Case 6173/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **William Alfred Ziemann**, First Plaintiff, and **Gloria Ziemann**, Second Plaintiff, and **Lucas Alfred Sandamela**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 16 June 1994, the following property will be sold on 24 August 1994 at 10:10, at the Sheriff's Office, Radue Weir Building, Eales Street, King William's Town, to the highest bidder:

Erf 725, Breidbach Township Extension 4, Municipality and Division of King William's Town, in extent 414 (four hundred and fourteen) square metres, situated at 45 Sonneblom Street, Breidbach, King William's Town, being a dwelling-house with usual outbuildings.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and will be sold to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at the rate of 22% (twenty-two per cent) per annum shall be guaranteed for payment against transfer.

3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Co., Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. M. A. Yazbek/Miss Halley.)

Case 13285/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Levita Marianne Maddocks**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 12 June 1992, the property listed hereunder, and commonly known as 19 Marsden Road, University Estate, will be sold in execution at the premises on Tuesday, 30 August 1994 at 12:30, to the highest bidder:

Erf 12735, Cape Town, at Woodstock, in the City of Cape Town, Cape Division, in extent 397 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 four bedrooms, three lounges, dining-room, TV-room, study, kitchen, two bathrooms with toilets, servants' quarters and double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 26th day of July 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1134.)

Case 3760/91

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Petrus Johannes Jacobus Uys**, Defendant

In pursuance of a judgment of the Magistrate's Court of Strand and writ of execution dated 30 January 1992, the property listed hereunder, and commonly known as 4 Dahille Close, Strand, will be sold in execution at the premises on Wednesday, 31 August 1994 at 10:00, to the highest bidder:

Erf 11251, The Strand, in the Municipality of The Strand, Division of Stellenbosch, in extent 639 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, toilet and shower.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Strand, 4 Kleinbos Avenue, Strand. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 12th day of July 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.852.)

Case 8436/93

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Keith Denis Sangster**, Defendant.

In pursuance of a judgment in the Court of the Magistrate of Wynberg dated 18 October 1993, the following will be sold in execution on 1 September 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 78288 (portion of Erf 74745), Cape Town at Southfield, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T17628/1979, situated at 10 Third Avenue, Fairways.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, two bathrooms, kitchen, lounge, dining-room and double garage.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guarantee to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers;

3.3 Interest shall be paid on:

3.3.1 the amount of Plaintiff's claim at the rate of 17,25% (seventeen comma two five per centum) per annum, for each month or part thereof from the date of sale to the date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to the date of registration of transfer;

3.4 all the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which may be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or auctioneer's office.

C. A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 18353/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Johanna Apollis**, Defendant.

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 20 July 1993, the following will be sold in execution on 1 September 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg to the highest bidder:

Erf 18484 (portion of Erf 17121), Mitchells Plain, 129 (one hundred and twenty-nine) square metres, held by Deed of Transfer T63531/1991, situated at 5 Kransduinen Close, Westridge, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements of the property are reported, but nothing is guaranteed: Three bedrooms, bathroom, kitchen, lounge and carport.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guarantee cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers;

3.3 *interest shall be paid on—*

3.3.1 the amount of Plaintiff's claim at the rate of 17,25% (seventeen comma two five per centum) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer;

3.4 all the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which may be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or auctioneer's office.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 16932/92

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Leon Lerm**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, dated 22 July 1993, the following will be sold in execution on 30 August 1994 at 11:00, in front of the Magistrate's Court for the District of Goodwood, to the highest bidder:

Erf 137136 (portion of Erf 117279) Cape Town, 530 (five hundred and thirty) square metres, held by Deed of Transfer T4174/88, situated at 9 Elm Road, Thornton.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements of the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom and two garages.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank- or building society-guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers;

3.3 *interest shall be paid on—*

3.3.1 the amount of Plaintiff's claim at the rate of 17,25% (seventeen comma two five per cent) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to the date of registration of transfer;

3.4 all the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which may be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or auctioneer's office.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 4890/93

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Stephan Charles Roman**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, dated 14 June 1993, the following will be sold in execution on 1 September 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 34220, Cape Town at Athlone, 420 (four hundred and twenty) square metres, held by Deed of Transfer T59600/90, situated at 49 Denchworth Road, Athlone.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements of the property are reported, but nothing is guaranteed: Lounge, kitchen, three bedrooms, bathroom/w.c.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank- or building society-guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 17,25% (seventeen comma two five per cent) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to the date of registration of transfer;

3.4 all the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which may be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or auctioneer's office.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 4928/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Municipality of Cape Town**, Plaintiff, and **Denise Ann Lloyd-Jones**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, dated 13 August 1993, the following will be sold in execution on 1 September 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 45116, Cape Town at Rondebosch, 605 (six hundred and five) square metres, held by Deed of Transfer T45403/88, situated at 7 Lothian Road, Rondebosch.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements of the property are reported, but nothing is guaranteed: Three bedrooms, lounge, dining-room, kitchen, toilet, bathroom, garage and attached servants' quarters.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank- or building society-guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 17,25% (seventeen comma two five per cent) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to the date of registration of transfer;

3.4 all the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which may be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or auctioneer's office.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 13812/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Limited**, Plaintiff, and **J. Abdol**, First Defendant, and **Mrs J. V. Abdol**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 26 January 1993, the following will be sold in execution on 31 August 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2900, Kleinvlei, 216 (two hundred and sixteen) square metres, held by Deed of Transfer T41850/1987, situated at 24 Palm Crescent, Melton Rose, Kleinvlei.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 6123/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **V. M. Nchuka**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 23 May 1994, the following property will be sold on 26 August 1994 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 29313, East London (Gompo Town), Division of East London, in extent 375 (three hundred and seventy-five) square metres, held under TL2030/91, known as Nomtshongwana Street, Gompo.

The sale aforesaid will take place at the Magistrate's Court, Buffalo Street, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

A conventional dwelling under tiled roof comprising two bedrooms, bathroom, kitchen and lounge.

Dated at East London on this 19th day of July 1994.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tj.)

Case 51804/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly Allied Building Society Limited, Execution Creditor, and **Stanley Cecil Block**, 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 Wednesday, 31 August 1994 at 10:00:

Erf 1161, Zeekoevlei, in the Local Area of Zeekoevlei, Cape Division, in extent 702 (seven hundred and two) square metres, address 20 Victoria Road, Zeekoevlei.

Conditions of sale:

1. The following information is furnished but not guaranteed:

Single dwelling brick walls under a tiled roof, consisting of three bedrooms, kitchen, lounge, bathroom, toilet and double garage.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff 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 16% (sixteen per cent) 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.

Case 2411/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILSRIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Doreen Maria Elizabeth Williams**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 15 March 1994, the undermentioned property will be sold in execution at the premises on Thursday, 1 September 1994 at 10:45:

Erf 2445, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 348 (three four eight) square metres held under Deed of Transfer 6997/90 and comprising lounge, three bedrooms, bathroom, toilet and kitchen, and known as 74 Albert Philander Street, Dennewere.

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's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected at his office or at the offices of the Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 15th day of July 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 16533/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mncedisi Mthunzi Ntlangu**, Defendant

In pursuance of a judgment dated 6 June 1994 and an attachment on 18 July 1994, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 26 August 1994 at 14:15:

Erf 117, Motherwell, Administrative District of Uitenhage, in extent 293 (two hundred and ninety-three) square metres, situated at 45 Gqwaru Street, Motherwell, NU5, 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 three 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, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 5% (five per cent) on first R20 000 and 3% (three per cent) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 20th day of July 1994.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 43/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss J. E. Roodt**, First Defendant, and **Miss Erna Blake**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood dated 16 March 1994, the following will be sold in execution on 31 August 1994 at 11:00, at 56 Richmond Street, Goodwood, to the highest bidder:

Remaining Extent of Erf 6269, Goodwood, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T50231/1993, situated at 56 Richmond Street, Goodwood, consisting of lounge, kitchen, three bedrooms, bathroom, toilet, servant's room, garage and swimming-pool.

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

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer at the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Goodwood.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 13623/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **ABSA Bank Limited**, Plaintiff, and **P. Valentine**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 9 November 1993, the following will be sold in execution on 29 August 1994 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 696 (portion of Erf 3559), Mitchells Plain, 202 (two hundred and two) square metres, held by Deed of Transfer T52231/1991, situated at 94 Park Avenue, Westridge, Mitchells Plain.

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. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 1564/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk**, Eiser, en **Ben Mongameli Suka**, Eerste Verweerder, en **Thozama Suka**, Tweede Verweerder.

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 10 Junie 1994, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings aan die hoogste bieder op 31 Augustus 1994 om 11:30, te ondervermelde persele:

Erf 11170, George, geleë in die munisipaliteit en afdeling George, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte T28221/92, ook bekend as Swanstraat 12, Parkdene, George.

Die volgende verbeteringe is op die eiendom aangebring, hoewel niks in hierdie opsig gewaarborg word nie: Huis bestaande uit drie slaapkamers, badkamer, toilet, sitkamer en kombuis. Geen buitegeboue nie.

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 titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 16% (sestien persent) 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 die verkoping lê vir insae by die kantore van Van Rensburgs Eiendomme en Veilings, Millers Ing., Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie die 13de dag van Julie 1994.

Millers Ing., Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/AB/N1034m/N243/NWT1.)

Case 17241/89

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

Nedcor Bank Limited versus Mogamat Sedick Abrahams married in community of property to **Armina Abrahams**

The Property: Erf 17560, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 215 square metres, situated at 2 Molteno Close, Portlands, Mitchells Plain.

Improvements (not guaranteed): Single dwelling built with bricks under a tiled roof consisting of approximately three bedrooms, kitchen, lounge, toilet and bathroom.

Date of sale: 30 August 1994 at 10:00.

Place of sale: 2 Molteno Close, Portlands, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank-guaranteed cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South.

Dated at Claremont the 13th day of July 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mordal Property Developments (Pty) Limited**, Defendant

The following property will be sold in execution by public auction held on site, to the highest bidder on Tuesday, 30 August 1994 at 11:00:

Erven 5800 to 5803; 5805; 5809, 5810, 5812 to 5815; 5820; 5821; 5824; 5826; 5827; 5829; 5830; 5832; 5833; 5835 to 5840; 5842 to 5844; 5846; 5852; 5854 and 6228 all in the Township of Hout Bay, Division Cape, held by Deed of Partition of Transport T18812/1992, situated at Berg-en-Dal Development, Main Road, Hout Bay, Cape.

1. The property consists of 31 vacant serviced Residential plots, a public open space and a sub station site.
2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this 13th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2120/93

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

ABSA Bank Limited, trading as United Bank, *versus* **David Johannes van Wyk** and **Beatrice Magdalena van Wyk**

The following property will be sold in execution by public auction held at Grabouw Court, to the highest bidder on 2 September 1994 at 11:00:

Erf 862, Grabouw, in the Municipality of Grabouw, Division of Caledon, in extent 480 (four hundred and eighty) square metres, held by Deed of Transfer T33150/86, situated at 30 Steenbras Way, Grabouw, Caledon.

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, three bedrooms, kitchen, bathroom and separate toilet.
3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 12912/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Eastern Province Building Society**, which converted to Fidelity Bank Limited (No. 94/00929/06), on 15 February 1994 in terms of the Mutual Banks Act, No. 125/93, Plaintiff, and **Mr Daniel Goeda**, First Defendant, and **Liza Elizabeth Goeda**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Kuils River Court-house, Van Riebeeck Road, Kuils River, on Wednesday, 31 August 1994 at 09:00, namely:

Erf 1090, Eerste River, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent 365 (three hundred and sixty-five) square metres, held by Deed of Transfer T45004/1990, commonly known as 36 Warwick Crescent, Stratford Green, Eerste River, which property is said, without warranty as to the correctness thereof, to comprise of a vacant plot.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.
2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
3. The following improvements are on the property: A vacant plot.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 15th day of July 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 22270.)

Auctioneer: The Sheriff of the Court, Magistrate's Court, Bellville.

Case 8385/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Michael Guy**, Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 22 April 1994, the property listed hereunder will be sold in execution on Friday, 26 August 1994 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 55, Colleen Glen, in the Local Area of Colleen Glen, Division of Uitenhage, measuring 1,9995 (one comma nine nine nine five) hectares, situated at 55 Mirage Road, Colleen Glen, Port Elizabeth.

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

Dated at Port Elizabeth on this the 15th day of July 1994.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case 42196/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Adenaan Armien** and **Shariefah Armien** and **Gouwa Armien**

The following property will be sold in execution at the site of the property, 7 Norfolk Street, Maitland, Western Cape, on Tuesday, 6 September 1994 at 11:30, to the highest bidder:

Erf 23500, Cape Town, at Maitland, in extent 937 square metres, held by T45326/1993, situated at 7 Norfolk Street, Maitland, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling divided into three separate living quarters: Three lounges, dining-room, three kitchens, eight bedrooms, two bathrooms, bathroom/toilet, two toilets and double garage.

2. **Payment:** 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0695/104169/gl.)

Case 841/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **Stanley Lawrence Theart**, married in community of property to **Manda Helena Petronella Theart**, Judgment Debtor

In pursuance of a judgment granted on 28 March 1994, in the Somerset West Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 30 August 1994 at 11:00, at 24 Arlington Crescent, Somerset West, to the highest bidder:

Description: Erf 1442 (a portion of Erf 170), Bakkershoogte, in the Municipality of Somerset West, Division of Stellenbosch, in extent one thousand five hundred (1 500) square metres.

Postal address: 24 Arlington Crescent, Somerset West.

Improvements: Vacant erf.

Held by the Defendant in his name under Deed of Transfer T72732/92.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West this 15th day of July 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.] (Ref. Collections/PduT/th.)

Case 280/92

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

In the matter between **United Bank**, a division of ABSA Bank Limited, Judgment Creditor, and **Moos Opperman**, First Judgment Debtor, and **Iline Opperman**, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Calvinia, and writ of execution dated 26 May 1994, the following property will be sold in execution, at the Court-house, on Monday, 29 August 1994 at 10:00, to the highest bidder:

Certain Erf 2692, Calvinia, in the Municipality and Division of Calvinia, in extent 508 (five hundred and eight) square metres, held by Deed of Transfer T67073/88, also known as 2692 Middle Street, Calvinia.

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/dining-room, kitchen, three bedrooms, bathroom/w.c. and shower/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 be paid in cash at the time of the sale and the full interest at the current rate of 19% (nineteen 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 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 1822/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **Mr E. Abrahams**, First Defendant, and **Mrs L. M. Abrahams**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution dated 2 March 1993, the property listed hereunder will be sold in execution on 29 August 1994 at 09:00, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

Certain Erf 6460, Blue Downs, in the Local Area of Blue Downs, Administrative District of Stellenbosch, known as 1 Pyramid Street, Fountain Village, Blue Downs, in extent 288 (two hundred and eighty-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom, toilet, dining-room and garage.

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 Belville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 15th day of July 1994.

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (Ref. INV/MB/N180.)

Case 8847/93

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

In the matter between **ABSA Bank Limited** (trading as United Bank), Judgment Creditor, and **Gadran Investments CC**, Judgment Debtor

In pursuance of a judgment granted on 25 August 1993, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder on 31 August 1994 at 12:00, at 89 Van Rensburg Road, Goodwood:

Description: Erf 7923, Goodwood, in the Municipality of Goodwood, Cape Division.

In extent: Five hundred and ninety-five (595) square metres.

Postal address: 89 Van Rensburg Road, Goodwood.

Improvements: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

Held by Deed of Transfer 44734/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 18th day of July 1994.

H. C. van Niekerk, for Van Niekerk, Groenewoud & Van Zyl, Plaintiff, Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W50705/HVN/Mrs Wolmarans.)

Saak 953/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **NBS Bank Beperk**, Eiser, en **L. & J. A. C. Eigelaar**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Stellenbosch gedateer 13 April 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Condestraat 29, Stellenbosch, per publieke veiling te koop aangebied op 6 September 1994 om 10:45:

Erf 4404, Stellenbosch, ook bekend as Condestraat 29, Stellenbosch, afdeling Stellenbosch, groot 539 vierkante meter, gehou kragtens Transportakte T73590/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Stellenbosch, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs in kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18% (agtien persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisiskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Stellenbosch, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 19 Julie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EEN291.)

Saak 1957/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **Fidelity Bank Beperk** (voorheen Oostelike Provinsie Bouvereniging), Eiser, en **Ilna Joyce**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 31 Augustus 1994 om 12:00, op die plek te Essenhoutstraat 9, Onverwacht, Gordonsbaai:

Erf 3931, Gordonsbaai, geleë in die Munisipaliteit van Gordonsbaai, afdeling Stellenbosch, grot 459 vierkante meer, gehou deur die Verweerder kragtens Transportakte T24268/92, gedateer 24 April 1992.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, Wet No. 32 van 1994, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende ($\frac{1}{10}$) van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprijs tesame rente daarop teen 17,2% (sewentien komma twee persent) 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 Onbeboude erf.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Strand, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 25ste dag van Julie 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisiskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville; Posbus 50, Bellville. (Tel. 948-4061.) (Ref. E. L. Conradie/jk.)

Saak 279/89

IN DIE LANDDROSHOF VIR DIE DISTRIK UNIONDALE GEHOU TE UNIONDALE

In die saak tussen **Markotter Stigting**, Eksekusieskuldeiser, en **Petrus Basson Ackermann**, Eksekusieskuldenaar

Ingevolge die uitspraak van die Landdros Uniondale, en die lasbrief vir eksekusie sal die ondergenoemde onroerende eiendom op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroskantoor te Uniondale, geregtelik, voetstoots en vir kontant verkoop word aan die persoon wat die hoogste aanbod maak, naamlik:

1. Erf 232, Uniondale, in die gebied van die Plaaslike Raad van Uniondale, afdeling Uniondale, groot 2 141 vierkante meter, met bewoonbare woonhuis daarop, gehou kragtens Transportakte T20646/90.

G. G. Hough, Prokureur vir Eksekusieskuldenaar, Voortrekkerstraat 47; Posbus 96, Uniondale, 6460.

Case 4405/91

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

ABSA Bank Limited, trading as United Bank *versus* **Japie Februarie** and **Maria Anita Februarie**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Thursday, 8 September 1994 at 10:15, to the highest bidder:

Erf 5155, Wesfleur, in extent 595 square metres, held by T34249/1990, situate at 78 Kent Crescent, Saxon Sea, Atlantis, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0886/102094/gl.)

Case 4007/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **David Jacob Fell** and **Edna Sophia Elizabeth Fell**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 5 September 1994 at 09:00, to the highest bidder:

Erf 1267, Gaylee, in extent 300 square metres, held by T24778/1987, situate at 14 Franschoek Road, Gaylee, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms, bathroom/toilet, incomplete garage and store-room.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0349/100446/gl.)

Case 13240/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Sanku Dolie Joel** and **Thandi Barbara Joel**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 5 September 1994 at 09:00, to the highest bidder:

Erf 2033, Blue Downs, in extent 393 square metres, held by T43515/1993, situated at 9 Oak Street, Forest Village, Blue Downs, Western 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 bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0558/104551/gl.)

Case 2035/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Nolen Josef Strydom** and **Maureen Louise Strydom**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 5 September 1994 at 09:00, to the highest bidder:

Erf 1798, Eerste River, in extent 322 square metres, held by T58126/1987, situated at 3 Othello Street, Stratford Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, dressing-room and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U0624/106832/gl.)

Case 5309/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank, *versus* **Dennis Pugin** and **Leandra Cornelia Pugin**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 6 September 1994 at 10:00, to the highest bidder:

Erf 1845, Macassar, in extent 121 square metres, held by T47550/1993, situated at 61 Kabeljou Street, Macassar, Western Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0650/104143/gl.)

Case 6235/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Henry Martin Sylvester** and **Johanna Sylvester**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 12209, Mitchells Plain, in extent 158 square metres, held by T18429/1990, situated at 24 Kitty Hawk, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0184/106100/gl.)

Case 29616/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Peter Jeffrey Lombard**, and **Emerald Ester Lombard**

The following property will be sold in execution at the site of the property, 6 Springbok Street, Parow Valley, Western Cape, on Wednesday, 31 August 1994 at 11:45, to the highest bidder:

Erf 10339, Parow, in extent 595 (five hundred and ninety-five) square metres, held by T41696/1993, situated at 6 Springbok Street, Parow Valley, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, kitchen, laundry, two bedrooms, shower/toilet, bathroom/shower and toilet. Two garages.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0644/104485/gl.)

Case 10730/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Ismail Meniers** and **Aseyah Meniers**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Goodwood, on Thursday, 1 September 1994 at 12:00:

Erf 22172, portion of Erf 11675, Goodwood, in the Local Area of Elsie's River, in extent 513 (five hundred and thirteen) square metres, held by Deed of Transfer T41899/88, and situated at 36 28th Avenue, Elsie's River, 7490.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Goodwood.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 26th day of July 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20575.)

Case 1132/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vonita Ronel Thompson**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 19 May 1992, the following property will be sold in execution on Wednesday, 31 August 1994 at 12:00, to the highest bidder at the site of the property, Erf 15262, Fish Hoek, corner of Grand Bahama Drive and Java Close, Capri Village:

Certain Erf 15262, Fish Hoek, situated in the Local Area of Sunnysdale, Cape Division, in extent 999 (nine hundred and ninety-nine) square metres, held by Deed of Transfer T72480/91, also known as Erf 15262, Fish Hoek, corner of Grand Bahama Drive and Java Close, Capri Village, consisting of vacant land.

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 properties and the properties will, subject to the foregoing, be sold to the highest bidder.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions*: The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek on this the 28th day of July 1994.

S. Boyes, for Buchanan Boyes, Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 3577/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lucian Gregory Corker**, First Defendant, and **Eleanor Corker**, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 2 November 1993, the following property will be sold in execution on Wednesday, 31 August 1994 at 13:00, to the highest bidder at the site of the property, 75 Alpha Way, Ocean View:

Certain: Erf 715, Ocean View, in the Local Area of Ocean View, Cape Division, in extent 81 (eighty-one) square metres, held by Deed of Transfer T69552/92, also known as 75 Alpha Way, Ocean View.

Consisting of dwelling under asbestos roof comprising two bedrooms and toilet/bathroom. *Downstairs:* Lounge, kitchen and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank- or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek on this the 28th day of July 1994.

S. Boyes, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 3869/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Alfred David de Lange** and **Venetia Pamela de Lange**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 35350, Mitchells Plain, in extent 306 square metres, held by T56888/1993, situated at 10 Casino Street, Strandfontein, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and attached garage.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0139/105864/gl.)

Case 7369/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Henry Wilfred Soonies**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 34091, Mitchells Plain, in extent 253 square metres, held by T15428/1987, situated at 10 Knobwood Street, Eastridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0202/106165/gl.)

Case 1606/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Mr Steven Mc Donald Isaacs** and **Margaret Joan Sylvia Isaacs**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Malmesbury, on Wednesday, 31 August 1994 at 10:00:

Erf 87, Abbotsdale, in the Local Area of Abbotsdale, in extent 2013 (two thousand and thirteen) square metres, held by Deed of Transfer T50630/88, and situated at 152 Spoorweg Street, Abbotsdale, 7301.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Malmesbury.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 29th day of July 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z25374.)

Saak 340/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **C. F. Trust Bates CC**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 10 Junie 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroeskantoor te Kimberley, op Donderdag, 1 September 1994 om 10:00:

Sekere Erf 10129, Kimberley, geleë in die munisipaliteit Kimberley, groot 479 vierkante meter, gehou kragtens Akte van Transport T1701/88, ook bekend as De Beersweg 24, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande gebou met kantore maar niks word in hierdie verband gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 3200/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Seevalingum Padayachee**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 21 Oktober 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroeskantoor, Kimberley, op Donderdag, 1 September 1994 om 10:00:

Sekere Erf 11563, Kimberley, geleë in die Kimberley-dorpsgebied-uitbreiding 25, in die munisipaliteit en administratiewe distrik Kimberley, groot 617 vierkante meter, gehou kragtens Akte van Transport T512/1983, ook bekend as Limestraat 15, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met vier slaapkamers, kombuis, sitkamer, eetkamer, twee en 'n halwe badkamers, studeerkamer, en drie motorafdakke, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 1641/91

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **T. Matiya**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 27 Junie 1994, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 30 Augustus 1994 om 10:00, te die Landdroskantore, Yorkstraat, George:

Erf 1299, Tyolora, in die munisipaliteit en administratiewe distrik George, ook bekend as Ncakanistraat 1299, Thembaletu, groot 300 vierkante meter, gehou kragtens transportakte TL3716/89.

Verbeterings: Een woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% (vyftien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouvereniging waarborg wat gelewer moet word binne 14 dae vanaf datum van veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George op hierdie 29ste dag van Julie 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 42718/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Michael Robert Hurter**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusielasbrief gedateer 27 Junie 1994, sal die ondergemelde eiendom verkoop word op 2 September 1994 om 14:15, by die nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

Erf 3489, Hunters Retreat, in die munisipaliteit en afdeling Port Elizabeth, groot 1 221 vierkante meter, ook bekend as Birckenheadsingel 10, Sherwood, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 28ste dag van Julie 1994.

R. Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Ref. H. le Roux/sh/Z18313.)

Saak 39310/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Ruth Mzozoyana**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusielasbrief gedateer 20 Junie 1994, sal die ondergemelde eiendom verkoop word op 2 September 1994 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

Erf 1496, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 720 vierkante meter, ook bekend as Pineweg 49, Fairview, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 28ste dag van Julie 1994.

R. Greyvenstein, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z21471.)

Saak 6139/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Caroline Kazeka Sokapase**, Eerste Verweerder, en
Jan Temba Nkozinkulu, Tweede Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusiëlasbrief gedateer 27 Junie 1994, sal die ondergenoemde eiendom verkoop word op 2 September 1994 om 14:15, by die Nuwe Geregshoue, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

(a) Deel 2 soos getoon en volledig beskryf op Deelplan SS2/1989 in die skema bekend as Vivian Court ten opsigte van die gebou of geboue geleë te North End, in die munisipaliteit en afdeling Port Elizabeth van welke deel die vloeroppervlakte, volgens voormelde Deelplan, 140 vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST9871/1992.

Gedateer te Port Elizabeth op hierdie 27ste dag van Julie 1994.

R. Greyvenstein, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z8967.)

Saak 15475/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Maureen Thelma Kruger**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusiëlasbrief gedateer 9 Junie 1994, sal die ondergemelde eiendom verkoop word op 2 September 1994 om 14:15, by die Nuwe Geregshoue, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

Erf 2648, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 246 vierkante meter, ook bekend as Gustav Prellerlaan 15, Overbaakens, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 28ste dag van Julie 1994.

R. Greyvenstein, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z20634.)

Saak 3838/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad Kimberley**, Eiser, en **Morris Louis Friedman N.O.**, Eerste Verweerder, **Steven Friedman**, Tweede Verweerder, **James Friedman**, Derde Verweerder, **Mossis Friedman**, Vierde Verweerder, **Ashley Friedman**, Vyfde Verweerder, **Bennett Friedman**, Sesde Verweerder, **Cecil Friedman**, Sewende Verweerder, **Fanny Carrington**, Agste Verweerder, **Rasie Jacobs**, Negende Verweerder, **Frieda Middleton**, 10de Verweerder, **Lucy Barnes**, 11de Verweerder, **Ella Bennett**, 12de Verweerder, **Emeletha Jacobs**, 13de Verweerder, en **Nora Sampson**, 14de Verweerder

Ingevolge 'n vonnis van die Landdroshof, Kimberley, en 'n lasbrief vir eksekusie gedateer 6 Julie 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley op Donderdag, 1 September 1994 om 10:00:

Sekere: Erf 7181, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 942 vierkante meter.

Sekere: Erf 7180, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 415 vierkante meter.

Bekend as Greenstraat 32, Weseinde, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met 'n murasie, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Saak 1093/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **N. H. Argo**, Eerste Verweerder, en **M. T. Steer**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Humansdorp, in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendom by die Balju vir die Landdroshof se kantoor, Hoofstraat 3, Humansdorp, gehou word op 16 September 1994 om 10:30, naamlik:

Erf 1749, Sea Vista, in die munisipaliteit van St Francisbaai, administratiewe distrik Humansdorp en geleë te Tumeric Turn, Sea Vista, groot 602 (seshonderd-en-twee) vierkante meter. *Verbeterings:* Leë erf.

Die veilingsvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaerskoste in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 3de dag van Augustus 1994.

Nel Muller Mentz & Coetzee Ing., Prokureur vir Eiser, Bureaustraaf 14, Humansdorp.

Case 9627/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (previously Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and **S. O. Rhode**, First Defendant, and **Z. A. Rhode**, Second Defendant

On 1 September 1994 at 09:00, a public auction sale will be held in front of the Magistrate's Court, Kuils River, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Erf 5347, Eerste River, in the area of Melton Rose Local Area, Division of Stellenbosch (commonly known as 3 Nitida Street, Eerste River), together with all erections or structures thereon held under Deed of Transfer T34533/89, measuring 301 (three hundred and one) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and/or cement residence under tiled roof consisting of lounge, bathroom, kitchen, three bedrooms and separate toilet.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per centum) cash;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at Sheriff's for the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 2nd day of August 1994.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 538/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **BK Savings Bank**, Plaintiff, and **P. G. Vass**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 28 May 1991 the following property will be sold on Wednesday, 7 September 1994 at 10:00, at the Sheriff's Office, Eales Street, King William's Town, to the highest bidder:

Erf 64, King William's Town (King William's Town Extension 11, Municipality and Division of King William's Town, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T81/1991 and under Mortgage Bond B1442/1981 and B1760/1987, situate at 29 Central Street, Ginsberg, King William's Town.

Being a single-storey dwelling consisting of a lounge and dining-room combined, three bedrooms, bathroom, toilet, kitchen and verandah. *Outbuilding:* Single garage.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within fourteen (14) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at King William's Town this 27th day of July 1994.

Barnes & Ross, 126 Alexandra Road, King William's Town. (Ref. Mr Dormehl/08.)

Saak 7384/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Boland Pluimvee BK**, Eiser, en **Neels de Kock**, handeldrywende as Cocky Chicken, Verweerder

Ter uitvoering van 'n verstekvonnis wat op 10 November 1993 in die bogemelde Hof teen die bogemelde Verweerder toegestaan is sal die hiernavermelde vaste eiendom op 7 September 1994 om 11:00, te die perseel, synde Joubertstraat 15, Wellington, opgeveil word onderhewig aan die hiernavermelde voorwaardes en die verdere voorwaardes wat by die veiling uitgelees sal word:

Eiendom: 'n Kwart aandeel van Erf 1872, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 2 065 vierkante meter, gehou kragtens Transportakte T52852/1991.

Geliewe kennis te neem dat die bostaande inligting nie gewaarborg word nie.

Beskrywing van die eiendom: Die volgende inligting omtrent die eiendom word verstrek maar niks word gewaarborg nie: 'n Woonhuis bestaande uit twee slaapkamers, sitkamer, gang, eetkamer, kombuis, spens en badkamer. Daarbenewens is daar 'n groot woonvertrek wat deel van die woonhuis vorm wat omskep is in 'n studentewoonstel. Hierdie woonstel bestaan uit 'n woon/sitkamer en kombuisie. Daar is 'n verdere woonstel wat deel van die woonhuis vorm met 'n aparte ingang. Die woonstel bestaan uit twee slaapkamers, badkamer, sitkamer en kombuis. Daar is ook 'n verdere studentewoonstelletjie op die stoep wat uit 'n slaap/sitkamer bestaan, kombuis en badkamer. Die hele kompleks het verder 'n dubbele motorhuis, pak-kamer, twee buitekamers en twee buite toilette.

Voorwaardes van betaling: Tien persent (10%) van die koopprys is betaalbaar in kontant onmiddellik na die verkoping en betaling van die balans, tesame met rente daarop teen negentien persent (19%) per jaar bereken vanaf 'n datum een maand na die verkoping moet gewaarborg word deur 'n waarborg deur die Eiser se prokureurs goedgekeur en wat aan die Balju binne een (1) maand na datum van verkoping oorhandig moet word.

Voorwaardes van verkoping: Die eiendom is voetstoots verkoop en die koper is verantwoordelik vir al die agterstallige koers, belasting, heffings en rioleringskoste ophef in verband met die eiendom. Die verkoopvoorwaardes lê ter insae by die perseel van die Balju.

Gedateer te Kaapstad hierdie 1ste dag van Augustus 1994.

Jan S. de Villiers & Seun, Prokureur vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad.

Case 260/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Artsab Prop. Enterprise CC**, CK88/343

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 33 Peninsula Road, Zeekoevlei, Grassy Park, 7945, on Monday, 29 August 1994 at 12:00:

Erf 152, Zeekoevlei, in the Local Area of Zeekoevlei, in extent 987 (nine hundred and eighty-seven) square metres, held by Deed of Transfer T29307/89 and situated at 33 Peninsula Road, Zeekoevlei, Grassy Park, 7945.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: Double storey, entrance hall, lounge, dining-room, kitchen, reception room, three bedrooms, maids room and bath/w.c./double garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 28th day of July 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJY/SP Z23481.)

Case 9480/93

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

In the matter between **M. Mgwali**, Plaintiff, and **Shaun Smith**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Uitenhage and writ of execution dated 5 May 1994, the following property will be sold in execution on 19 August 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain piece of land situated in the Municipality and Division of Port Elizabeth, being Erf 7592, Bethelsdorp, in the Municipality and Division of Port Elizabeth and known as 39 Nimrod Street, Bethelsdorp, Port Elizabeth, measuring 518 square metres.

Certain improvements are situated on the property although in this respect nothing is guaranteed.

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 purchase price will be paid as follows:

(a) Ten per cent (10%) thereof in cash at the time of the sale, payable to the Sheriff for the Magistrate's Court, as well as four per cent (4%) to the Sheriff for the Magistrate's Court in respect of Sheriff for the Magistrate's Court auctioneer's fee.

(b) The balance against transfer to be secured by an approved bank or building society guarantee, to be furnished to the Sheriff for the Magistrate's Court within twenty-one (21) days after date of sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth.

Dated at Uitenhage on the 29th day of July 1994.

Cronje Bouwer & Karsan, Attorneys for Plaintiff, 235 Caledon Street, Uitenhage, 6230. (Ref. MK/mm/D350.)

Case 96/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STUTTERHEIM HELD AT STUTTERHEIM**

In the matter between **Stutterheim Municipality**, Execution Creditor, and **A. Kacnis**, Execution Debtor

In pursuance of a judgment granted on 29 March 1994, in the Stutterheim Magistrate's Court and a warrant of execution issued thereafter, the property listed hereunder will be sold in execution on 29 August 1994 at 10:00, at the Magistrate's Court, Stutterheim, to the highest bidder:

1. Remaining extent of Erf 325, Stutterheim, municipality and division of Stutterheim, in extent 3 649 (three thousand six hundred and forty-nine) square metres, vacant lot situated at Kologha, Stutterheim.

2. Erf 372, Stutterheim, municipality and division of Stutterheim, in extent 4 047 (four thousand and forty-seven) square metres, vacant lot situated at Kologha, Stutterheim.

3. Erf 373, Stutterheim, municipality and division of Stutterheim, in extent 4 047 (four thousand and forty-seven) square metres, situated on Lower Kologha Road, Stutterheim. Consisting of dwelling with outbuildings.

4. Erf 374, Stutterheim, municipality and division of Stutterheim, in extent 4 047 (four thousand and forty-seven) square metres, vacant lot situated at Kologha, Stutterheim.

All four properties are held under Deed of Transfer T742/1987.

Nothing is guaranteed in the above respects.

Conditions of sale:

1. The property shall be sold voetstoots and the sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and the provisions of the title deed.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque on the date of sale and the balance together with interest is to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys to be furnished within 14 (fourteen) days after the date of sale.

3. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay, on demand, all transfer costs and other charges necessary to effect transfer.

4. The full conditions of sale may be inspected at the offices of the Execution Creditor's Attorneys and will be read out by the Auctioneer immediately before the sale.

5. Possession and occupation of the property shall be given on date of sale.

Dated at Stutterheim this 25th day of July 1994.

Elliotts, Execution Creditor's Attorneys, 35A Hill Street, Stutterheim. (Ref. MIC/db.)

Case 100/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STUTTERHEIM HELD AT STUTTERHEIM**

In the matter between **Stutterheim Municipality**, Execution Creditor, and **I. Kacnis**, Execution Debtor

In pursuance of a judgment granted on 8 April 1994, in the Stutterheim Magistrate's Court and a warrant of execution issued thereafter, the following property will be sold in execution on 29 August 1994 at 10:00, at the Magistrate's Court, Stutterheim, to the highest bidder:

1. Erf 1538, Stutterheim, municipality and division of Stutterheim, in extent 928 (nine hundred and twenty-eight) square metres, held under Deed of Transfer T932/84 which said property is situated on Grey Square/Maclean Street, Stutterheim and has business premises situate thereon.

Nothing is guaranteed in the above respects.

Conditions of sale:

1. The property shall be sold voetstoots and the sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and the provisions of the title deed.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque on the date of sale and the balance together with interest is to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys to be furnished within 14 (fourteen) days after the date of sale.

3. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay, on demand, all transfer costs and other charges necessary to effect transfer.

4. The full conditions of sale may be inspected at the offices of the Execution Creditor's Attorneys and will be read out by the Auctioneer immediately before the sale.

5. Possession and occupation of the property shall be given on date of sale.

Dated at Stutterheim this 25th day of July 1994.

Elliotts, Execution Creditor's Attorneys, 35A Hill Street, Stutterheim. (Ref. MIC/db.)

NATAL

Case 330/93

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Siva Moodley**, Defendant

In pursuance of a judgment granted on 19 February 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 August 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 332 (of 3178) of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty-six) square metres.

Street address: 65 Shady Avenue, Chatsworth.

Improvements: Semi detached double storey face brick under tile roof. Dwelling comprising three bedrooms, lounge, dining-room, kitchen BIC tiled, toilet, bathroom tiled, balcony and driveway. *Outbuildings:* Three rooms, kitchen and toilet/bathroom (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban this 22nd day of July 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z12009/JR.)

Case 4031/93

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Ashookkumar Kaylass**, First Defendant, and **Bhanmathie Kaylass**, Second Defendant

In pursuance of a judgment granted on 22 October 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 August 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Remainder of Lot 992, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 898 (eight hundred and ninety-eight) square metres.

Street address: 367 Silverglen Drive, Silverglen, Chatsworth.

Improvements: Brick under tile roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bath. *Basement:* Room, kitchen, toilet and bath. *Outbuildings:* Two rooms, kitchen, toilet and bath (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth.

Dated at Durban this 25th day of July 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z16889/JR.)

Case 31422/92

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Jagadesan Govender**, First Defendant, and **Ragini Devi Govender**, Second Defendant

In pursuance of a judgment granted on 21 October 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 1 September 1994 at 10:00, in front of the Magistrate's Court Building, Somtseu Road entrance, Durban:

Description: A. A unit consisting of:

(a) Section 10, as shown and more fully described on Sectional Plan SS210/1991 in the scheme known as Silvergull Mews, in respect of the land and building or buildings situated at Isipingo, of which section the floor area, according to the said sectional plan is 79 (seventy-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Certificate of Registered Sectional Title 210/1991 (10) Unit.

B. A unit consisting of:

(a) Section 18, as shown and more fully described on Sectional Plan SS210/1991 in the scheme known as Silvergull Mews, in respect of the land and building or buildings situated at Isipingo, of which section the floor area, according to the said sectional plan is 80 (eighty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Certificate of Registered Sectional Title 210/1991 (18) Unit.

Street address: Section 10 and Section 18, Silvergull Mews, Isipingo.

Improvements: Simplex house, brick building, three bedrooms with en suite and shower, toilet, basin, two bedrooms carpeted, one and a half bathroom, bath, basin and toilet, lounge carpeted, kitchen tiled, fitted cupboards (both premises are the same) (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 14th day of July 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04716/JR.)

Case 1815/94

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

In the matter between **Town Treasurer for the Borough of Queensburgh**, Execution Creditor, and
N. B. McIntosh, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 25 March 1994, and a warrant of execution issued on 25 March 1994, the following immovable property will be sold in execution on 26 August 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 13 of Lot 530, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 409 square metres.

Postal address: 44 Ray Lunn Road, Escombe.

Improvements: Brick under tile dwelling consisting of three bedrooms, main en suite, lounge/dining-room, kitchen, bathroom, toilet, outside toilet, servants' quarters and garage.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 26th day of July 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 9952/93

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

In the matter between **ABSA Bank Ltd** (formerly trading as Trust Bank), Plaintiff, and **C. S. Droyman**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 16 September 1993 and writ of execution dated 22 September 1993, the immovable property listed hereunder will be sold in execution on Friday, 2 September 1994 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Lot 4, Crestholme, situated in the Township of Waterfall, Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1,8654 hectares and held under Deed of Transfer T1356/1986.

Physical address: 81 Riverview Drive, Crestholme.

Conditions:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.
2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, entrance hall, two lounges, dining-room, kitchen, five bedrooms, two bathrooms with toilets, bathroom and shower, bathroom, shower and toilet, main en suite, separate toilet, verandah, three garages, four servants' quarters, toilet and shower, eight stables, two tack rooms, two offices and pool.
3. The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) per annum, to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.
4. The full conditions of sale which will be read out by the Messenger of Court, Pinetown, immediately prior to the sale, may be inspected at his office at 62 Caversham Road, Pinetown, Natal.

Dated at Pinetown on this the 25th day of July 1994.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T187.)

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

In the matter between **Soorajlal Bachu**, Execution Creditor, and **Parmeserparsadh Bachu**, Execution Debtor

In pursuance of a judgment in the Supreme Court of South Africa (Natal Provincial Division) dated 25 February 1994, the immovable properties described below will be sold in execution to the highest bidder on 31 August 1994 at 11:00, in front of the Magistrate's Court, Glencoe, KwaZulu, Natal, by Messrs Bob Vorster auctioneers of Newcastle:

1. Lot 188, Waschbank Township, situated in the Development Services Area of Waschbank, Administrative District of Natal, in extent 1,8831 hectares.

The following information is furnished regarding the property but is not guaranteed: This property is improved with an old two-bedroomed dwelling and an outbuilding recently converted into a flat. Further improvements include a shed and a garage/workshop building.

2. Lot 168, Waschbank Township, situated in the Development Services Area of Waschbank, Administrative District of Natal, in extent 4 047 m².

The following information is furnished regarding the property but is not guaranteed: This property is improved with a very old dilapidated dwelling. It can only be reached on foot as there is not existing road.

The purchaser shall pay 10% (ten per cent) 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 Messrs Bob Vorster Auctioneers, P.O. Box 2817, Newcastle, 2940, within 14 (fourteen) days of the date of the sale.

The full conditions of sale can be inspected at the offices of Messrs Bob Vorster Auctioneers, Room 101 (a), Perm Arcade, Newcastle.

Dated at Dundee on this 26th day of July 1994.

U. Vather, for Vather, Chetty & Associates, Execution Creditor's Attorneys, Suite 4, Lockhat Centre, 133 Retief Street, Pietermaritzburg, 3200. [Tel. (0331) 94-5792.] [Fax. (0331) 42-1140.]

Case 05/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **B P Ntshangase**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 1 March 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 30 August 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E1660, eZakheni, in extent 551 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G03384/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 551 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 30 August 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 29th day of July 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF405.)

Case 49/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **S. G. Mhlongo**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 3 June 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 30 August 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site C2777, eZakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G05958/86.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room, kitchen, w.c. and bathroom combined, extent 300 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 30 August 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 29th day of July 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF139.)

Case 78/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. R. Jali**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 2 December 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 30 August 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E2866, eZakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G01726/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 438 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 30 August 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 29th day of July 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF334.)

Case 166/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Z. P. Nzima**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 October 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 30 August 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E1732, eZakheni, in extent 530 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G01622/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living room, kitchen and out buildings, w.c. and shower.

Extent: 530 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 30 August 1994 at 15:00, at the Magistrate's Court, eZakheni.
 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
 3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
 5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorney, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 29th day of July 1994.
- Maree & Pace, Plaintiff's Attorneys, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF362.)

Case 495/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mkhululeni Christopher Nkwanyana**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court Building, Mtunzini, on Friday, 26 August 1994 at 09:00:

Description: Site J2317, eSikhawini, situated in the Township of eSikhawini, District of Ongoye, in extent 443 (four hundred and forty-three) square metres, held under Certificate of Right of Leasehold G005894/90.

Physical address: Lot H2317, eSikhawini, Ongoye, Natal.

Zoning: Special residential.

The property consists of the following: Brick under tile dwelling consisting of: Lounge, kitchen, three bedrooms, bathroom with toilet and garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 8 Hulley Avenue, Mtunzini, Natal.

Dated at Durban this 28th day of June 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/J. C. Jones.)

Case 9946/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sobisosp Emmanuel Mtetwa**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court Building, Mtunzini, on Friday, 26 August 1994 at 09:00:

Description: Site H3915, eSikhawini, situated in the Township of eSikhawini, District of Ongoye, in extent 582 (five hundred and eighty-two) square metres, held under Certificate of Leasehold G004184/92.

Physical address: Lot H3915, eSikhawini, Ongoye, Natal.

Zoning: Special residential.

The property consists of the following:

Brick under the dwelling consisting of lounge, kitchen, two bedrooms, bathroom with toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 8 Hulley Avenue, Mtunzini, Natal.
- Dated at Durban this 28th day of June 1994.
- Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/Mr J. C. Jones.)

Case 5234/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Vusumuzi Zamokwakhe Kunene**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Mtubatuba, on Tuesday, 30 August 1994 at 11:00:

Description: Ownership Unit A360, Kwamsane, situated in the Township of Kwamsane, District of Hlabisa, in extent 325 (three hundred and twenty-five) square metres, held under Deed of Grant T5340/89.

Physical address: 360 Kwamsane, Empangeni, Natal.

Zoning: Special residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom with toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Old Sugar Mill, Mill Way, Empangeni, Natal.

Dated at Durban this 1st day of July 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/Mr J. C. Jones.)

Case 1066/94

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

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Manthi Singh**, First Defendant, and **Vishnu Singh**, Second Defendant

In pursuance of a judgment granted on 15 April 1994 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 August 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 6494, of 6487 of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent three hundred and forty-eight (348) square metres.

Street address: 203 Moocross Drive, Moorton, Chatsworth.

Improvements: Brick under tile roof dwelling comprising of four bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

Outbuildings: Garage, room, kitchen, toilet and shower, held under Deed of Transfer T18186/85 (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent 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, Chatsworth.

Dated at Durban this 27th day of June 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23695/JR.)

Case 538/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bongani Caiphas Langa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 26 August 1994 at 10:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

1666 Unit A, Edendale, Pietermaritzburg, Natal.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 1666 Unit A, Edendale, Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warnsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 5th day of July 1994.

Austen Smith, Plaintiff's Attorneys, Warnsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. GRA/Jh/50/K0087/C3.)

Case 9608/90

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

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Mfanindoda Alfred Mapumulo**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and reissued writ of execution dated 25 February 1994, the property listed hereunder will be sold in execution on 2 September 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K2, situated in the Township of kwaDabeka, District of Pinetown, in extent three hundred and eighty-eight (388) square metres.

Postal address: Unit K2, kwaDabeka Township, KwaZulu, Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, kitchen, five bedrooms, bathroom, shower and two w.c.'s.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 21st day of July 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02N012/003.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Makhehla Elphas Gumede**, First Execution Debtor, and **Thandiwe Bronhil Gumede**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and writ of execution, dated 10 June 1994, the property listed hereunder will be sold in execution on 2 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit P157 of Site 63 (a portion of Site 35), in the Township of kwaMashu-P, in the District of Ntuzuma, in extent one hundred and eighty (180) square metres, represented on General Plan PB452/1988.

Postal address: Unit P157, kwaMashu-P Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and fencing.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 21st day of July 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/301.)

Case 23216/93

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Balakrishnan Subramoney Pillay**, First Judgment Debtor, and **Jane Pillay**, Second Judgment Debtor

In pursuance of a judgment granted on 13 October 1993, in the Pietermaritzburg Magistrate's Court, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 30 August 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: Subdivision 838 (of 2281) of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent one hundred and eighty-six (186) square metres.

Postal address: 150 Palm Road, Croftdene, Chatsworth, Durban, Natal.

Improvements: Semi-detached double storey, block under asbestos roof dwelling, comprising of two bedrooms, lounge, kitchen, bathroom and toilet.

Outbuilding: Two rooms, kitchen, toilet and bathroom, held by the Judgment Debtors in their names under Deed of Transfer T11118/91 dated 17 May 1991:

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 Judgment Creditor 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 purchaser shall in addition be liable for payment of any Value-Added Tax should same be payable.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan, P.O. Box 45123, Chatsglen, 4012.

Dated at Pietermaritzburg this 21st day of July 1994.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201; P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5391.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Velile Bonie Wiseman Madlala**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 22 June 1994, the property listed hereunder will be sold in execution, on 2 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Site F2240 of the Township of Ntuzuma F, situated in the District of Ntuzuma, KwaZulu, Administrative District and Province of Natal, in extent 340 (three hundred and forty) square metres, as shown and General Plan PB914/1989.

Postal address: Unit F2240, Ntuzuma F. Township, KwaZulu-Natal.

Town-planning zoning: Residential.

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

A single storey concrete block and tile dwelling consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 22nd day of July 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/300.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jasmine Theresa Johnston**, in her capacity as trustee of the estate of the late Hana Kerdachi, Defendant

In pursuance of a judgment granted on 21 April 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 30 August 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: A certain piece of land being:

(i) (a) Section 1 as shown and more fully described on Sectional Plan SS225/86, in the scheme known as Marriott Road 90, in respect of the land and building or buildings situated at City of Durban, of which section the floor area according to the said sectional plan is 262 (two 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.

(ii) (a) Section 2 as shown and more fully described on Sectional Plan SS225/86, in the scheme known as Marriott Road 90, in respect of the land and building or buildings situated at City of Durban, of which section the floor area according to the said sectional plan is 259 (two hundred and fifty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

(iii) (a) Section 3 as shown and more fully described on Sectional Plan SS225/86, in the scheme known as Marriott Road 90, in respect of the land and building or buildings situated at City of Durban, of which section the floor area according to the said sectional plan is 17 (seventeen) 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: Units 1, 2 and 3, 90 Marriott Road, Durban.

Improvements: Double Storey brick/plaster dwelling under asbestos roof, comprising:

Upstairs (separate entrance): Three bedrooms (wood floors and built-in cupboards), separate toilet with wash basin (vinyl floor), bathroom (bath/wash-basin/toilet with tile floor), shower (tile floor), jacuzzi (tile floor), lounge (wood floor and two ceiling fan), dining-room (wood floor and ceiling fan) and kitchen (built-in-cupboards and vinyl floor).

Downstairs (separate entrance): Two bedrooms (wood floors and built-in cupboards); bedroom with main en suite (carpet floor and built-in-cupboard) (bath/wash-basin/toilet with tile floor), lounge (wood floor), dining-room (tile floor), kitchen (built-in-cupboards and vinyl floor), bathroom (bath/wash-basin/toilet with tile floor), laundry (grano floor) and two airconditioning units.

Outbuilding (attached to main house): Two garages, two rooms and bathroom (bath/wash-basin/toilet).

Outbuilding (at road level and separate from main house): Garage, room and swimming-pool.

The property is fully fenced with concrete fencing.

Town-planning zoning: Maisonettes with a minimum plot size of 650 square metres.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.
(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

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

D. C. Gardyne, for David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban.
(Ref. D. Gardyne/VL/GAL2027.)

Case 13345/94

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

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

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 4 July 1994, the following immovable property will be sold in execution, on Friday, 16 September 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 1494 (Ashdown) Edendale, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 292 (two hundred and ninety-two) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 1494, Ashdown, Edendale, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under blocks and tile comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material condition 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 for the Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 16th day of July 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 9733/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mrs Ayesha Khan**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 7 July 1994, the following immovable property will be sold in execution, on Friday, 16 September 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3494 (of 3394) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 918 (nine hundred and eighteen) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 19 Crescendo Place, Northdale, Pietermaritzburg which property consists of land improved by a single storey dwelling-house, under brick and tile comprising four bedrooms, one and a half bathrooms, shower, two w.c.s, lounge, dining-room, kitchen and carport.

Material condition 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 for the Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 16th day of July 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 25135/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Sherwood Investments CC**, First Execution Debtor, and **Pramchand Jadoo**, Second Execution Debtor, and **Saraswathi Framchand**, Third Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 30 November 1992, the following immovable property will be sold in execution on 26 August 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 167 (of 136) of the farm New England 1462, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 814 (one thousand eight hundred and fourteen) square metres, situated at 3 Joyner Road, Peacehaven, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of brick under concrete tiles, consisting of three bedrooms, two bathrooms, lounge, family room, study, dining-room, kitchen, double garage and servant's quarters.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 8th day of July 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 11879/91

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

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Mandlenkosi Mabobhoni Dlomo**, First Execution Debtor, and **Teressa Senzeni Dlomo**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 26 June 1991 the following immovable property will be sold in execution on 26 August 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1613, Imbali I, in the Township of Edenvale DD, District Pietermaritzburg, in extent two hundred and sixty (260) square metres, represented and described on General Plan PB71/1980, situated at 791 Nqayi Street, Edenvale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos rood, consisting of two bedrooms, outside ablutions, kitchen and lounge.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 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 8th day of July 1994.

Thatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G550.)

Case 1376/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Ephraim Lungani Mvundla**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants, will be sold in execution on 26 August 1994 at 12:00, at the main South entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 1254, Unit Q, in the Township of Umlazi, District of Umlazi, Natal, in extent 396 (three hundred and ninety-six) square metres, represented and described on Deed of Grant G0025532/89.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at Ownership Unit 1254, Unit Q, in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 22nd day of July 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. RNS/jh/04/K0069/96.)

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

In the matter between **Nedcor Bank Limited**, formerly trading as South African Permanent Building Society, Plaintiff, and **Dhawnarain Rambessessar**, First Defendant, and **Hunthee Rambessessar**, d/a in so far as need be, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 17 March 1992 and a writ of execution dated 19 March 1992 the immovable property listed hereunder will be sold in execution on 8 September 1994 at 10:00, at the front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description of property: Lot 1192, Isipingo (Extension 6), situate in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent nine hundred and thirty-one (931) square metres.

Postal address: 83 Saunders Avenue, Isipingo Hills, Isipingo.

Improvements: Double storey dwelling-house comprising prayer room, carpeted lounge, four bedrooms, two toilets with basin, tiled bathroom with bath, basin, toilets and shower. *Ground floor:* Tiled kitchen with fitted cupboards, dining-room with two basins, bathroom with basin, shower, two toilets, carpeted lounge, two bedrooms, entrance lounge. *Basement:* Garage, servants' quarters, room, toilet with shower. Fully fenced.

Zoning: Special residential.

Conditions of sale:

1. The sale shall be governed by the provisions of the Magistrates' Courts Act and the rules promulgated thereunder and shall be sold voetstoots to the highest bidder.

2. The purchaser shall be obliged to pay to the Plaintiff interest at the rate of 21% (twenty-one per centum) per annum from date of sale to date of registration of transfer on the amount to be awarded to the Plaintiff in the Sheriff's plan of distribution consequent upon the sale.

3. On the date of sale the purchaser shall be obliged to pay in cash a deposit of 10% (ten per centum) of the price together with the Sheriff's commission and within 14 days after date of sale furnish to the Sheriff an unconditional and acceptable guarantee for the balance of the purchase price and interest.

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall be liable for all transfer costs including stamp duty, transfer duty, conveyancing free and charges and such other rates, taxes and charges that may be levied by the Local Authority for the purposes of transfer and all of which shall be paid immediately upon request by the Plaintiff's attorneys.

5. The full conditions of sale may be inspected at the Sheriff's Office, 40 St George's Street, Durban.

6. No warranty, undertaking or guarantee is given in regard to any of the matters stated herein.

Dated at Durban on this 25th day of July 1994.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban; P.O. Box 1905, Durban. (Ref. Mr Pillay/sg/457.)

Case 3175/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Frank Soobramoney**, First Defendant, and **Mrs Munnimah Soobramoney**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 1 June 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 26 August 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, namely:

Lot 489, Westham, situate in the City of Durban Administrative District of Natal, measuring 200 (two hundred) square metres, which property is physically situate at 16 Hawkham Grove, Westham, Phoenix 4068, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T3485/91.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of Block under tile dwelling consisting of living-room, dining-room, kitchen, bathroom, toilet and three bedrooms.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 13th day of July 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/034025/Mrs Chelin.)

Case 8230/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Christopher Ngwenya**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and reissued writ of execution dated 14 June 1994, the property listed hereunder will be sold in execution on 2 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit P459 of Site 63 (a portion of Site 35), in the Township of kwaMashu P, District of Ntuzuma, in extent three hundred and eight (308) square metres.

Postal address: Unit P459, kwaMashu P Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 20th day of July 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/011.)

Case 547/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Saambou Bank Limited**, Plaintiff, and **Glynnis Steyn**, Defendant

In pursuance of a judgment granted on 26 May 1994 in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 30 August 1994 at 11:00, at the Magistrate's Court, Empangeni, Front Steps, Union Street, Empangeni:

1. (a) *Deeds office description:* Section 5, as shown and more fully described on Sectional Plan SS223/1983, in the scheme known as 39 Bloemenhof, in respect of the land and buildings situated at Empangeni of which section the floor area, according to the said sectional plan is 91 (ninety-one) square metres in extent.

(b) *Street address:* 39 Bloemenhof, Cane Street.

(c) *Improvements* (not warranted to be correct): Flat consisting of two bedrooms with b.i.c.'s, kitchen, lounge/dining-room, tiled bathroom and toilet.

(d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 18th day of July 1994.

Van Gaalen Zietsman Zaayman, The Park, Unit J3, First Floor, 7 Pearce Crescent South, Empangeni, 3880; P.O. Box 1089, DX 12. (Ref. TJP Zietsman/ac/PS 3210.)

Case 577/94

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

in the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **M. M. Mncwango**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 14 June 1994 and a warrant of execution, the undermentioned property will be sold in execution on Thursday, 25 August 1994 at 11:00, in front of the Magistrate's Court, Vryheid:

Lot 1188, Bhokuzulu, situated in the Administrative District of Vryheid, in extent three hundred and one (301) square metres, held by virtue of Certificate of Registered Grant of Leasehold 1156/88.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Semi face brick house with tile roof comprising lounge and dining-room, kitchen, three bedrooms, bathroom, w.c. and garage.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Vryheid on 25 August 1994 at 11:00, at the Magistrate's Court, Vryheid.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. 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.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Vryheid.

Dated at Ladysmith this 25th day of July 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0280.)

Case 87/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **R B Ngwenya**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 2 July 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 23 August 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site A1414, eZakheni, in extent 388 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G2456/91.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Brick under tile dwelling, comprising three bedrooms, living-room, dining-room, kitchen, bathroom and w.c., garage, carport and verandah, extent 388 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 23 August 1994 at 15:00, at the Magistrate's Court, eZakheni.
 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
 3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
 5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 21st day of July 1994.
- Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF312.)

Case 300/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOOI RIVER HELD AT MOOI RIVER

In the matter between **Nicolette Heyns**, Plaintiff, and **Gerrit Frankot McHardy**, First Defendant, and **Margaret Ruth McHardy**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 21 April 1994, the following immovable property will be sold in execution on 29 August 1994 at 10:00, in front of the Magistrate's Court, Mooi River, Natal, to the highest bidder:

Subdivision 6 of Lot G of Weston 13025, situated in the Borough of Mooi River, Administrative District of Natal, in extent three comma eight three two three (3,8323) hectares, held by virtue of Deed of Transfer T22436/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Subdivision 3, Lot 13025, Weston, Mooi River.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the afore-said offices of the Sheriff and at the offices of Austen Smith, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this the 20th day of July 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/H 089.)

Case 28218/93

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Agambaram Pather**, First Execution Debtor, and **Meganayagee Pather**, Second Execution Debtor

In pursuance of a judgment granted on 24 June 1993, 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, 30 August 1994 at 10:00, in front of the Magistrate's Court Building, Chatsworth:

Description: Subdivision 5050 of 4870 of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent three hundred and nine (309) square metres, held under Deed of Transfer T30518/1983.

Street address: House 18, Road 915, Chatsworth.

Improvements: Block under asbestos roof dwelling consisting of three bedrooms, lounge, cum dining-room, kitchen, toilet and bathroom.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchase shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 16,75% (sixteen comma seven five per cent) per annum to the bondholder, First National Bank of Southern Africa Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban on this the 2nd day of July 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost).

Case 5366/92

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

In the matter between **First National Bank of S.A. Ltd**, Execution Creditor, and **Navil Singh**, Execution Debtor

In pursuance of a judgment of the above Court dated 3 March 1994, and a warrant of execution:

Subdivision 1 of Lot 101, Newcastle, situated in the Borough of Newcastle, District of Natal, in extent 2 023 square metres, will be sold in execution on 7 September 1994 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

The property is improved with a residence constructed of brick and plaster with a tiled roof consisting of four rooms, kitchen and bathroom with outbuilding consisting of garage, two rooms and a small kitchen.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Utrecht within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Newcastle.

Dated at Newcastle on this the 25th day of July 1994.

M. T. de Quintal, for Du Toit-Holborn-Boshoff, Attorney for Execution Creditor, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. [Tel. (03431) 2-7234.] [Tel. (03431) 2-6226.]

Case 2170/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Blair Peter Buchanan**, First Execution Debtor, and **Mrs Michelle Reine Buchanan**, Second Execution Debtor

In pursuance of a judgment granted on 16 May 1994 in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 30 August 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 39 of Lot 227, Springfield, situated in the City of Durban, Administrative District of Natal, in extent 863 (eight hundred and sixty-three) square metres.

Postal address: 10 Cope Road, Morningside, Durban, 4001.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, toilet, staffroom, store-room, garage and pool.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court's Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

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

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/028320/Mrs Chetty.)

Case 62570/91

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

In the matter between **Allied Building Society Limited** (No. 87/02375/06), Plaintiff, and **Premilall Rampal**, First Defendant, and **Gythree Rampal**, Second Defendant

In pursuance of a judgment granted 27 January 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 Friday, 2 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: A certain piece of land being Lot 535, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent 536 (five hundred and thirty-six) square metres.

Postal address: 137 Courtown Crescent, Avoca Hills, Durban.

Improvements: Brick under tile dwelling consisting of two bedrooms, bathroom and toilet, lounge and kitchen.

Town-planning zoning: Special residential 400 (four hundred) square metres.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, Natal, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 26th day of July 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL1746.)

Case 784/90

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sydney Ngcobo**, Defendant

In pursuance of judgment granted 30 November 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 31 August 1994 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit J1176, in extent 458 (four hundred and fifty-eight) square metres, situated in the Township of Umlazi, represented and described on General Plan BA172/71, held by virtue of Deed of Grant G007237/88.

Physical address: Ownership Unit J1176, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and tile dwelling (98m²) comprising kitchen, dining-room, lounge, three bedrooms, two bathrooms and two w.c.'s.

Municipal electricity, water supply and sanitation: Local authority.

Improvements: Verandah (8m²) and garage (20m²).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 27th day of July 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z19719/26.)

Case 62/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **S. Mhlongo**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 5 December 1991 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 30 August 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E3037, Ezakheni, in extent 458 (four hundred and fifty-eight) square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G01402/91.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen, out-buildings, w.c. and shower.

Extent 458 (four hundred and fifty-eight) 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 30 August 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder; provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approved by KwaZulu Finance & Investment Corporation Limited, within 21 (twenty-one) days.

Dated at Ladysmith on this the 29th day of July 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF153.)

Case 70084/92

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

In the matter between **A. Baker Bros & Sons**, Plaintiff, and **K. Naldoo** trading as Zebra Force Security, Defendant

In pursuance of a judgment granted on 29 January 1993, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property of the Defendant listed under shall be sold in execution to the highest bidder on 2 September 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

The property: Lot 439, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent 428 (four hundred and twenty-eight) square metres, postal address: 61 Everfield Grove, Earlsfield, Newlands West.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Nothing is guaranteed in respect of these material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.
2. The full conditions of sale may be inspected by the Sheriff for the Magistrate's Court, Durban.

3.1 The purchaser shall pay deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee and to be furnished to the Sheriff of the Magistrate's Court or auctioneer within 14 (fourteen) days after the sale.

3.2 The purchaser shall be liable for payment of interest at the rate of 12% (twelve per cent) per annum, to the Plaintiff on the respective amount to be awarded on the plan of the distribution from the date of sale to the date of transfer, both days inclusive.

3.3 The purchaser shall be liable to pay interest on the mortgage bonds registered on the property, from the date of sale to the date of transfer, both days inclusive.

4. Payment of the Sheriff's and auctioneer's fees by the purchaser is payable in cash on the day of the sale.

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, taxes and other charges necessary to effect transfer, on request by the said attorneys.

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

P. R. Maharaj & Co., Suite 1601, Nedbank House, 30 Albert Street, Durban. (Tel. 306-2728/9.) (Ref. SPM/bj/B1397.)

Case 10951/92

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

In the matter between **Allied Building Society**, Execution Creditor, and **Soobiah Naidoo**, Execution Debtor

In pursuance of a judgment granted on 9 June 1992, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 2 September 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg:

Description: Sub 215 of 14, of the farm Belfort Estate 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 810 (eight hundred and ten) square metres, postal address, 61 Belfort Road, Belfort Estates, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling-house built of brick under tile comprising lounge, dining-room, kitchen, three bedrooms, bathroom, second toilet and shower.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 27th day of July 1994.

G. J. Campbell, for Stowell & Co., 295 Pietermaritz Street, Pietermaritzburg.

Case 5297/92

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Mhan Singh**, Execution Debtor

In pursuance of a judgment of the above Court dated 18 January 1993, and a warrant of execution, Sub 2 of Lot 987, Newcastle, situated in the Borough of Newcastle, Administrative District of Natal, in extent 942 square metres, will be sold in execution on 7 September 1994 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

The property is improved with a residence constructed of brick and plaster with a tiled roof consisting of eight rooms, kitchen and bathroom, with outbuildings consisting of three garages, carport and servants' quarters.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle, within 3 (three) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Newcastle.

Dated at Newcastle on this the 22nd day of July 1994.

M. T. de Quintal, for Du Toit-Holborn-Boshoff, Attorney for Execution Creditor, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. [Tel. (03431) 2-7234; (03431) 2-6226.]

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Zulukhaya Phillip Nkabinde**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 6 July 1994, the immovable property listed hereunder will be sold in execution on Wednesday, 31 August 1994 at 10:00, by the Sheriff for the Supreme Court, Estcourt, at the Magistrate's Court, Connor Street, Estcourt, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Site B281, in the Township of Wembezi, District of Okhahlamba, in extent 375 square metres, situated at House 281, Wembezi, Estcourt, held by Judgment Debtor under Deed of Grant T002463/91.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: Single-storey dwelling constructed of block under tile, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

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

Dated at Pietermaritzburg this 20th day of July 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N3832/94.)

Case 50/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. P. Mkhize**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 July 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 23 August 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site A784, eZakheni, in extent 600 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G3227/230.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Brick under tile dwelling, comprising three bedrooms, living-room, dining-room, kitchen, bathroom and w.c., garage and carport and a verandah. *Extent:* 600 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 23 August 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff give no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 21st day of July 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF442.)

Case 195/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **G. S. Potelwa**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 2 February 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 23 August 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E2373, eZakheni, in extent 497 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G10161/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower. *Extent:* 497 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 23 August 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff give no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 22nd day of July 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF397.)

Case 81/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **D. N. Madondo**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 February 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 23 August 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Site C2817, eZakheni, in extent 300 square metres, situate in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant T4548/91.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room, kitchen, w.c. and bathroom combined. *Extent:* 300 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 23 August 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 22nd day of July 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF473.)

Case 7727/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Barvale Investments (Pty) Limited**, First Defendant, and **Delcasse Immel Botha**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Witwatersrand Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 26 August 1994 at 10:00:

Description: Section 2, as shown and more fully described on Sectional Plan SS422/92, in the scheme known as 2 Queens Avenue, in respect of the land and building or buildings situated at Westville, in the Local Area of Westville, of which section the floor area, according to the said sectional plan is 136 (one hundred and thirty-six) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST17988/92; and

an exclusive use area described as Garden Area GA 2, measuring 72 (seventy-two) square metres, being as such part of the common property, comprising the land and the scheme known as 2 Queens Avenue, in respect of the land and building or buildings situated at Westville, as shown and more fully described on Sectional Plan SS422/92, held under Notarial Deed of Cession SK2597/92.

Physical address: Section 2, 2 Queens Avenue, Westville, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling comprising entrance hall, lounge, dining-room, two bedrooms, two bathrooms, two toilets and kitchen. The outbuildings comprise garage.

Nothing in this respect is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban on this 11th day of July 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6988/mvr.)

Case 2005/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sanjaykumar Pillay**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Witwatersrand Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 26 August 1994 at 10:00:

Description: Lot 846, Shastri Park, situated in the City of Durban, Administrative District of Natal, in extent 275 (two hundred and seventy-five) square metres, held under Deed of Transfer T24105/92.

Physical address: 11 Sandpark Place Shastri Park, Phoenix, Natal.

Zoning: Special Residential.

The property consists of the following: Block under asbestos semi-detached house with hot and cold water, consisting of lounge, toilet/bathroom together with washbasin, kitchen and two bedrooms.

Nothing in this respect is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, Natal.

Dated at Durban on this 11th day of July 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6432/mvr.)

Case 2553/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **The New Republic Bank Limited**, Plaintiff, and **M. Moodley**, Defendant

In pursuance of a judgment granted on 11 October 1990, 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 26 August 1994 at 10:00, or so soon thereafter as possible at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 226, Woodview, situated in the City of Durban, Administrative District of Natal, in extent two hundred and fifty-seven (257) square metres.

Postal address: 6 Innerwood Crescent, Woodview, Phoenix.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, with built-in cupboards, toilet and bathroom together, precast fencing and paved yard.

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum calculated and capitalized monthly in advance to the Judgment Creditor and to the bondholder/s (if any) at the applicable rate of 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 for the Execution Creditor and the purchaser shall pay all transfer dues, current rates and other necessary charges to effect transfer, upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Inanda District, Area 1, Verulam, at Mount View Shopping Centre, Mount View, or at our offices at First Floor, 337 Main Road, Tongaat.

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

Krish Naidoo, Haricharan & Co., First Floor, 337 Main Road, Tongaat; c/o First Floor, 31 Groom Street, Verulam. (Ref. R. Govender/Mr Rampersad/SR/TN 34.)

Case 3855/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Nomali Zondi**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post), on Friday, 26 August 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: Ownership Unit 70, as shown on General Plan BA17/1966, situated in the Township of Umlazi, District of Umlazi, in extent 474 (four hundred and seventy-four) square metres, held under Deed of Grant No. 6548/310.

Street address: D70, Umlazi.

Improvements: A brick dwelling with asbestos roof comprising four bedrooms, bathroom, kitchen, dining-room/lounge and garage with no fencing.

Zoning: Special residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the Old Magistrate's Building, Room 101, Section V1030, Umlazi.

Dated at Durban this 13th day of July 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 2336/94

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 **Christian Biola Ntshangase**, Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban Central, on 26 August 1994 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

A unit consisting of Section 6 as shown and more fully described on Sectional Plan SS352/85 in the scheme known as Constantia Court in respect of the land and building or buildings situated at Durban, Local Authority Area of Durban of which the floor area, according to the said sectional plan is 50 (fifty) 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, held under Deed of Transfer ST7826/92, which unit has physical address as Flat 14, Constantia, 20 St Georges Street, Durban.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property on which Constantia is built is zoned General Business.

2.2 The said flat (which is sold voetstoots) comprises lounge/sleeping recess, kitchen and bathroom/w.c.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 (twenty thousand rand) of the price and 3% (three per cent) on the balance, with a maximum of R6 000 (six thousand rand) (plus Value-Added Tax payable thereon)] in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, Durban Central, 21 Stafmayer House, Beach Grove, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 20th day of June 1994.

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1118/D11.)

Case 3810/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Justin Thomas Ryan**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 25 February 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Newcastle, on the steps of the Magistrate's Court at Murchison Street, Newcastle, Natal, on Friday, 26 August 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Second Floor, Volkskas Building, Voortrekker Street, Newcastle, Natal, namely:

Lot 1286, Newcastle Extension 1, situated in the Borough of Newcastle, Administrative District of Natal, measuring three thousand two hundred and fifty-six (3 256) square metres, which property is physically situated at 5 Greaves Road, Newcastle, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T9812/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile consisting of an entrance hall, lounge, dining-room, kitchen, family room, study, three bedrooms, bathroom and toilet, bathroom, shower and toilet and a toilet.

There is an outbuilding consisting of two staffrooms, a toilet and shower and a garage.

Zoning: The property is zoned for single residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 29th day of July 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1885/94

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Execution Creditor, and **Ching-Ling Wu**, First Execution Debtor, and **Il-Sung Huang**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 9 May 1994 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 August 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: Subdivision 4 of Lot 752, Durban, situated in the City of Durban, Administrative District of Natal, in extent 556 (five hundred and fifty-six) square metres, postal address 65 Lambert Road, Durban.

Improvements: Brick and asbestos roof dwelling comprising two bedrooms, carpeted with built-in cupboards, main bedroom with built-in cupboards and en-suite, toilet, bathroom, shower, lounge, tiled, dining-room tiled, study room, wooden, toilet, bath, shower, washbasin, tiled, verandah and swimming-pool.

Servant's quarters: Room, toilet, washbasin, toilet, laundry room, single lock-up garage (the nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 15 Milne Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 28th day of July 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case 104/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Clarice Bajabulile Nqoko**, Defendant

In pursuance of a judgment of the above Honourable Court dated 19 May 1994 a sale in execution will be held on Wednesday, 31 August 1994 at 10:30 at the South Gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Magistrate's Court for Umlazi to the highest bidder:

Ownership Unit Q309, in the Township of Umlazi-Unit 46, District of Umlazi, in extent three hundred and ninety (390) square metres represented and described on General Plan BA.8/1967, with the postal and street address of Unit Q309 Umlazi-Unit 16.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under asbestos roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom with bitumen driveway.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the Umlazi District, Room 4, Block C, V1030, kwaTsambu, Umlazi, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 28th day of July 1994.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban (Ref. Mrs Singh/N035.7017/94.)

Case 3647/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bongani Derrick Sithole**, Defendant

In pursuance of a judgment of the above Honourable Court dated 16 June 1994 a sale in execution will be held on Friday, 2 September 1994 at 12:00 at the South Gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Magistrate's Court for Umlazi to the highest bidder:

Ownership Unit G1645, in the Township of Umlazi, District of Umlazi, in extent five hundred and seventy-eight (578) square metres represented and described on General Plan PB.147/1990, with the postal and street address of Unit G1645, Umlazi.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom. Land enclosed with precast fencing.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the Umlazi District, Room 4, Block C, V1030, kwaTsambu, Umlazi, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 28th day of July 1994.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban (Ref. Mrs Singh/N423.7110/94.)

Case 2338/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sipho Kenneth Mazibuko**, Defendant

In pursuance of a judgment of the above Honourable Court dated 19 May 1994, a sale in execution will be held on Friday, 2 September 1994 at 12:00, at the South Gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Supreme Court for Umlazi, to the highest bidder:

Ownership Unit K132, in the Township of Umlazi, District of Umlazi, in extent 325 (three hundred and twenty-five) square metres, represented and described on General Plan BA11/1973, with the postal and street address of Unit K132, Umlazi.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under asbestos roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom and servants' quarters.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the Umlazi District, Room 4, Block C, V1030, kwaStambu, Umlazi, 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 July 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.7059/94.)

Case 25388/93

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

In the matter between **City Council of the City PMB**, Execution Creditor, and **Dorcase Delwase Pakatwayo Miamli**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 3 November 1993, the following immovable property will be sold in execution on 9 September 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 146 of Lot 1771, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 513 (five hundred and thirteen) square metres.

Physical address: 5 Fourie Road, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 8th day of July 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 22640/93

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

In the matter between **City Council of the City of Pietermaritzburg**, Execution Creditor, and **Sipho Henry Zondi**, First Execution Debtor, and **Fortunate Dudzile Zondi**, Second Execution Debtor

In pursuance of a judgment in the Court of the magistrate at Pietermaritzburg, dated 9 November 1993, the following immovable property will be sold in execution on 9 September 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 48 of Lot 1485, Pietermaritzburg, situated in the City of Pietermaritzburg and in the Administrative District of Natal, in extent 581 (five hundred and eighty-one) square metres, represented and situated at 2 Henry Fynn Crescent, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 26th day of July 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 28939/93

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

In the matter between **City Council of the City of Pietermaritzburg**, Execution Creditor, and **William Thomas Slater-Kinghorn N.O.**, First Execution Debtor, and **Robert Arthur John Peter Dawson N.O.**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 8 April 1994, the following immovable property will be sold in execution on 9 September 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 290 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 518 (five hundred and eighteen) square metres, represented and situated at 15 Paul Avenue, Ridge Park, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 26th day of July 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 4905/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and
Ntandoni Romalda Zulu, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 25 May 1994, the property listed hereunder will be sold in execution on 2 September 1994 at 10:00, at the Front Entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Postal address: Unit A6525, kwaNdengezi Township, kwaNdengezi.

Town-planning zoning: Ownership Unit 6525, Unit A, in the Township of kwaNdengezi, District of Mpumalanga, in extent two hundred and eleven (211) square metres, held under Deed of Grant G000190/92.

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

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 27th day of July 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. D. Wright/NK/03K061-019.)

Case 4916/94**IN THE MAGISTRATES COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Alson Cele**, Defendant

In pursuance of a judgment granted on 15 June 1994, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 September 1994 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

A certain piece of land, being Site A177, Inanda Newtown, which is 451 (four hundred and fifty-one) square metres in extent as depicted on Plan PB95/1981, held by virtue of Deed of Grant GF10770/1989.

Physical address: Site A177, Inanda Newtown.

The property has been improved by the erection of a dwelling-house thereon, consisting of block under asbestos comprising two bedrooms, lounge and kitchen, lights facilities, no water facilities.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

Terms: 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 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.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for Inanda, Area 1.

Dated at Umhlanga Rocks this 29th day of July 1994.

P. A. Jenkins, for Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/vw/K85:K100-025.); c/o Henry Francis JP, 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 561-1011.)

Case 13270/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **M. W. Mtungwa**,
Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 28 March 1994, and a warrant of execution issued on 28 March 1994, the following immovable property will be sold in execution on 26 August 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8579, Pinetown Extension 67, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 668 square metres.

Postal address: 87 Carina Road, Mariannridge, Pinetown.

Improvements: Brick and tile dwelling consisting of two bedrooms, bathroom, toilet and lounge/kitchen.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown on this the 26th day of July 1994.

C. J. A. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 159/94

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

In the matter between **N.B.S. Bank Limited**, No. 87/01384/06, Execution Creditor, and **Devsheel Seunarin**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Chatsworth, dated 15 April 1994 and writ of execution issued thereafter, the property listed hereunder will be sold in execution on Tuesday, 30 August 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the property, remainder of Lot 530, Umhlathuzana, situated in the City of Durban Administrative District of Natal, in extent six hundred and twenty-six (626) square metres.

Postal address: 19, 24th Avenue, Umhlathuzana.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick under tile roof dwelling consisting of three bedrooms, kitchen, lounge, dining-room, prayer room, separate toilet and bath.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, 12 Oak Avenue, Kharwastan. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 29th day of July 1994.

John Hudson & Company, Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAleary/sc.)

Case 2216/92

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

In the matter between **The African Bank Limited**, Plaintiff, and **Vusumuzi Jetro Zuma**, Defendant

In pursuance of a judgment granted on 31 March 1993, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 31 August 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: Ownership Unit 23, in extent 357,7 square metres, situated in the Township of Umlazi, Unit 8, County of Durban, represented and described on General Plan 9/1967, held by virtue of Deed of Grant 1890/109, signed at Pretoria on 23 September 1977.

Physical address: H23, Umlazi.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, dining-room, bathroom, kitchen, garage and electricity.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 28% (twenty-eight per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban on this 29th day of July 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/M15004/oe.)

Case 1622/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thoko Mavis Nkosi**, Defendant

In pursuance of a judgment granted on 10 November 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 31 August 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: Ownership Unit F927, situated in the Township of Umlazi, District of Umlazi, in extent 518 (five one eight) square metres, represented and described on General Plan PB61/1988, held under Deed of Grant G3061/89, signed at Ulundi on 4 July 1989.

Physical address: F927, Umlazi.

Improvements: Single storey brick under tile dwelling comprising three bedrooms; bathroom, kitchen and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban on this 2nd day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z08388/oe.)

Case 998/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makhosazana Isabel Nembe**, Defendant

In pursuance of a judgment granted on 29 June 1994, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 31 August 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: Ownership Unit 751, in the Township of Umlazi-E, District of Natal, in extent 325 square metres, represented and described on General Plan BA18/1966, held under Deed of Grant 3487/192, signed at Pretoria on 27 June 1983.

Physical address: E751, Umlazi.

Improvements: Single storey brick under asbestos dwelling comprising two bedrooms, bathroom, kitchen and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 16,50% (sixteen comma five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban on this 29th day of July 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z25202/oe.)

Case 5158/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Michael Henry du Preez**, First Defendant, and **Dhanapalan Govender**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 21 October 1991, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Port Shepstone, on 2 September 1994 at 10:00, on the steps of the Port Shepstone Magistrate's Court, Court House Road, Port Shepstone:

Description: Lot 671, Glenmore, in extent 1 283 (one thousand two hundred and eighty-three) square metres, held under Deed of Transfer 8178/83.

Physical address of property: St Andrews Drive, Lot 671, Glenmore.

Zoning of property: Special Residential.

Improvements of property: Vacant land (the nature, extent, condition and existence of any improvements are not guaranteed and sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions may be inspected at the office of the Sheriff, Port Shepstone, or the offices of Lawrie Wright & Partners.

Dated at Durban on this the 2nd day of August 1994.

Lawrie Wright & Partners, Attorneys for Plaintiff, Ninth Floor, Perm Building, 34 Field Street, Durban. (Ref. Mr K. P. Duke/an/WS 729.)

Case 7765/91

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **H. P. Seoka**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 21 November 1991, and the writ of execution dated 21 November 1991, the immovable property listed hereunder will be sold in execution on Friday, 26 August 1994 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Ownership Unit 2082, Imbali III, Edendale Township, in the District of Pietermaritzburg, Natal, in extent 1 145 (one thousand one hundred and forty-five) square metres, and described on General Plan B.A. 137/1981.

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 23% (twenty-three per centum) per annum to date of payment.
4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg, Natal.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/303/cp.)

Case 003871/93

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

In the matter between **Perumal Govindsamy**, Execution Creditor, and **Vathnayagie Senevasa**, Execution Debtor

In pursuance of a judgment granted on 23 September 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 30 August 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being Remainder of Subdivision 15 of Lot 3, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 1 311 (one thousand three hundred and eleven) square metres.

Postal address: 17 Canna Avenue, Kharwastan.

Improvements: Brick under tile roof dwelling comprising three bedrooms, lounge, dining-room, kitchen, toilet and bath and toilet.

Town-planning: 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 at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, or at our offices.

Ash Haripersad, for Halse, Havemann & Lloyd, c/o Ash Haripersad & Partners, First Floor, Montford Service Station, 160 Road 701, Chatsworth.

Case 5085/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedperm Bank Limited** (Reg. No. 51/00009/06), Execution Creditor, and **Bahle Hendrick Gumede**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam dated 28 September 1992 and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 2 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

All the Defendant's right, title and interest in and to the property Ownership Unit 684, in the Township of Ntuzuma E, and District County of Victoria, in extent of 315 square metres represented and described on General Plan PB125/1980.

Postal address: E684, Ntuzuma Township.

The following improvements are reported to be on the property, but nothing is guaranteed: A block under asbestos dwelling consisting of the following: Two bedrooms, lounge, kitchen, toilet with bathroom, water and lights facilities.

Outbuilding: Block under asbestos, four rooms, toilet with bathroom and no 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% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 2nd day of August 1994.

John Hudson & Company, Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAleary/sc.)

**Saak 42648/93
PH 163**

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Nedcor Bank**, handeldrywende as Nedbank, Eiser, en **Robert John Bell**, Verweerder

Ingevolge uitspraak van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg, in bogemelde saak sal 'n verkoping gehou word op 2 September 1994 om 10:00, by die kantore van die Balju, Pinetown, te voorste ingang, Landdroshof, Chancery Lane 22, Pinetown, van die ondergemelde eiendom:

Sekere Subdivisie 250 van (88) van plaas Waterfall, Plaas 978, geleë te Port Natal, Ebodwe Joint Services Board Area, Registrasieafdeling, Natal, groot eenduisend vyfhonderd-en-agt (1 508) vierkante meter, geleë te The Walk 44, Waterfall, The Hills.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met sinkdak en betonmure.

Bestaande uit: Sitkamer, eetkamer, badkamer, kombuis en afdak.

Buitegeboue: Swembad en dubbelmotorhuis.

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 Pinetown, of die Eiser se prokureurs Blakes Ingelyf, te die Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 26ste dag van Julie 1994.

D. J. Rens, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81 (Posbus 5313), Johannesburg. (Verw. mnr. Rens/wb/ZNB 094.)

Case 2311/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Penwell Mandlakayise Ndaba**, Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcastle, dated 20 June 1994, the following immovable property will be sold in execution on 24 August 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Ownership Unit E151, in the Township of Osizweni, District of Madadeni, in extent 450 (four hundred and fifty) square metres, represented and described on General Plan PB633/1986.

Street address: Unit E151, Osizweni.

Improvements: Single-storey brick house under concrete tiled roof consisting of two bedrooms, kitchen, lounge and bathroom.

None of the above improvements nor vacant possession is guaranteed.

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, Newcastle, 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, Newcastle, 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 Newcastle this 26th day of July 1994.

S. W. Saville, for Stuart Saville & Company Inc. (Reg. No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 5-3021.]

Case 2313/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Isail Twoboy Mhlongo**, Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcastle, dated 20 June 1994, the following immovable property will be sold in execution on 24 August 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Ownership Unit No. 8348 in the Township of Madadeni, Unit 5, District of Newcastle, in extent 465 (four hundred and sixty-five) square metres represented and described on General Plan BA15/1966.

Street address: Unit 5, 8348, Madadeni.

Improvements: Single-storey brickhouse under concrete tiled roof consisting of two bedrooms, kitchen, lounge and bathroom.

None of the above improvements nor vacant possession is guaranteed.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid 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, Newcastle, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, 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 Newcastle on this the 3rd day of August 1994.

S. W. Saville, for Stuart Saville & Co. Inc., (Registration No.93/00701/21), Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 5-3021.]

Case 3555/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Harold Andrew Smith**, First Defendant, and **Sharon Bridgett Smith**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 25 January 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Estcourt, on the steps of the Magistrate's Court, Albert Street, Estcourt, Natal, on 1 September 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's office at 142 Connor Street, Estcourt, Natal, namely:

Lot 3924, Estcourt Extension 23, situated in the Borough of Estcourt, Administrative District of Natal, in extent 643 (six hundred and forty-three) square metres, which property is physically situated at 6 Capricorn Crescent, Estcourt, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9423/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of a lounge, dining-room, kitchen, three bedrooms, two bathrooms and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 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% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this the 4th day of August 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 9743/91

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

In the matter between **Pretoria Wholesale Carpet Company (Proprietary) Limited**, Plaintiff, and **Mike Sellick Trust (Proprietary) Limited**, First Defendant, and **Michael Clifton Mullen Sellick**, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Pinetown, on 26 February 1991, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 2 September 1994, at the front entrance, Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Lot 90, Crestview, situated in the area of the Waterfall Town Board, Administrative District of Natal, in extent 6 402 (six thousand four hundred and two) square metres, held under Deed of Transfer T13497/93.

Postal address: 59 Ridge Road, Crestview, Natal.

Improvements (but nothing is guaranteed in respect thereof): None.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. Any purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. 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, Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this the 1st day of August 1994.

Dits Inc., Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Tel. 301-2882.) (Ref. Mr Lunde 23/P4662/91.)

Case 1425/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **T. H. Majola**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 26 August 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and kwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 1365, Unit Q, in the Township of Umlazi, District of Umlazi, Natal, in extent of 305 (three hundred and five) square metres, represented and described on Deed of Grant 00579/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1365, Unit Q, in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 3rd day of August 1994.

Austen Smith, Plaintiff's Attorney, Warsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. RNS/jh/04/K0083/94.)

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

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **George Craig Rennie**, First Defendant, **Leslie Trevor Hodnett**, Second Defendant, and **Lorraine Anne Hodnett**, Third Defendant

In pursuance of judgment granted on 7 October 1993, in the Durban Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 August 1994 at 14:00, at the front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Lot 27, of Kenhill, situated in the City of Durban, Administrative District of Natal, in extent 1 888 (one thousand eight hundred and eighty-eight) square metres.

Postal address: 18 Cranberry Grove, Durban North.

Improvements: Brick under tile roof dwelling consisting of three bedrooms, main entrance, lounge, dining-room, kitchen, entrance hall, bathroom/toilet, garage, held by the Defendants in their names under Deed of Transfer T30805/91.

Nothing above is guaranteed. Vacant possession is not guaranteed.

Terms: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately on the property being knocked down to the purchaser and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Durban North. Interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Umhlanga Rocks this 1st day of August 1994.

Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, P.O. Box 610, Umhlanga Rocks, 4320; c/o Docex, Founders House, Parry Road, Durban. [Tel. (031) 561-1011.]

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 1736/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSUS GEHOU TE ODENDAALSUS

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **Leponesa Isaac Mofokeng**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 8 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroshof, Odendaalsrus:

Al die reg, titel en belang in die Huurpag ten opsigte van: Sekere Erf 824, geleë te Kutlwanong, Odendaalsrus, groot 419 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL75/88.

Verbeterings: 'n Tweeslaapkamerwoonhuis met sitkamer, kombuis 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 bepalings van die Landdroshof-wet, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hierdie 25ste dag van Julie 1994.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **Mokete Johannes Suping**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 8 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroshof, Odendaalsrus:

Al die reg, titel en belang in die huurpag ten opsigte van: Sekere Erf 1331, geleë te Kutlwanong, Odendaalsrus, groot 286 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL505/89.

Verbeterings: 'n Tweeslaapkamerwoonhuis met sitkamer, kombuis 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 bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hierdie 25ste dag van Julie 1994.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 1023/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Allied Bank**, Eiser, en **Zacharia Dichaba Phati**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 13 Mei 1993 en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 13 Mei 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 2 September 1994 om 10:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 861, geleë in die dorp Kutlwanong, distrik Odendaalsrus, groot 405 vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 3174/87, bekend as 861 K3, Kutlwanong.

Verbeterings: Woonhuis bestaande uit: Sitkamer, kombuis, twee slaapkamers, badkamer met toilet.

(Niks waarvan gewaarborg word nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Landdroshofwet, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 22ste dag van Julie 1994.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

Saak 877/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Allied Bank**, Eiser, en **Maphithiza Phillip Chonco**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 20 April 1993, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 20 April 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 2 September 1994 om 10:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere: Erf 1486, geleë in die dorp Kutlwanong, distrik Odendaalsrus, groot 311 (driehonderd-en-elf) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL4463/1988.

Verbeterings: Woonhuis (niks waarvan gewaarborg word nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Landdroshofwet, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslik Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 22ste dag van Julie 1994.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

Saak 1031/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank** (Allied), Eksekusieskuldeiser, en **T. A. Zebeko**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 13 Julie 1994, in die Landdroshof, Virginia, sal die volgende eiendom verkoop word op 2 September 1994 om 10:00, voor die Landdroskantore te Virginia:

Perseel 884, Meloding-uitbreiding 1, distrik Ventersburg, groot 280 vierkante meter, bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.

2. *Koopprys:* Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.

3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 28ste dag van Julie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 1057/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **M. P. Khauoe**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare hof en 'n lasbrief vir eksekusie gedateer 30 Junie 1994, sal die ondervermelde eiendom geregtelik verkoop word op 2 September 1994 om 09:00, voor die hoofingang van die Landdroshof, Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Perseel 2796, Seeisoville-uitbreiding 1, distrik Kroonstad, groot 386 (driehonderd ses-en-tagtig) vierkante meter, soos aangedui op Algemene Plan L257/1985, en gehou kragtens Sertifikaat van Reg van Huurpag TL1087/1987, beter bekend as Gelukwaarts 2796, Kroonstad. Die eiendom bestaan uit 'n woonhuis met verbeteringe.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees word, lê ter insae in die kantoor van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

Die belangrikste voorwaarde daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

Geteken te Kroonstad op hede die 6de dag van Julie 1994.

E. A. Burke, vir Naudé, Thompson, Du Bruyn & Burke, Reitzstraat 23, Kroonstad, 9499.

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hydroquip Services**, First Defendant, **Colin Herbert Johnson** (Identity No. 5607305109008), Second Defendant, and **Natalie Ruth Johnson** (Identity No. 2311170018005), Third 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 in front of the Magistrate's Court, Fouriesburg, on Friday, 26 August 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, 24 Fontein Street, Ficksburg, prior to the sale:

Erf 390, situated in the Town and District of Fouriesburg, measuring 743 (seven hundred and forty-three) square metres, held by Deed of Transfer T6428/1989, subject to certain conditions, situated at the corner of President and Steyn Streets, Fouriesburg, consisting of a vacant erf.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9227.)

Case 3634/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Oranje Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hydroquip Services**, First Defendant, **Colin Herbert Johnson**, Identity Number 5607305109008, Second Defendant, and **Natalie Ruth Johnson**, Identity Number 2311170018005, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place in front of the Magistrate's Court, Bloemfontein, on Friday, 26 August 1994 at 11:00, 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, 24 Fontein Street, Ficksburg, prior to the sale:

Erf 392, situated in the Town and District of Fouriesburg, measuring 743 (seven hundred and forty-three) square metres, held by Deed of Transfer T6428/1989, subject to certain conditions, situated at 13 President Street, Fouriesburg.

Consisting of three bedrooms, bathroom/toilet, zink roof, lounge and kitchen.

Terms: 10% (ten per centum) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 or part thereof, 3% (three per centum) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS9227), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 1175/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Trustbank van Afrika Bpk.**, Eiser, en **A. R. en J. P. Alfonso**, Verweerders

Uit kragte van 'n vonnis van die Landdros, Kroonstad en kragtens 'n lasbrief vir eksekusie gedateer 5 Julie 1994, sal die volgende goedere per publieke veiling vir kontant op Vrydag, 2 September 1994 om 09:05, voor die Landdroskantoor, Murraystraat, Kroonstad, aan die hoogste bieder verkoop word, naamlik:

Beskrywing: Erf 2080, geleë in Kroonstad, beter bekend as Pennysingel 1, Kroonstad.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die terme van die voorwaardes van die Landdroshofwet, Wet No. 32 van 1944. Die eiendom word voetstoots verkoop en is onderworpe aan die voorwaardes van die bestaande transportakte.

2. Minstens 10% (tien persent) van die koopsom sal betaalbaar wees in kontant aan die Balju vir die Landdroshof direk na afloop van die veiling en die saldo van die koopprys tesame met rente per jaar sal verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg gelewer te word binne 10 (tien) dae.

3. Die volledige verkoopvoorwaardes van die verkoping sal uitgelees word ten tye van die verkoping en lê ter insae by die Balju vir die Landdroshof.

G. L. Hartman, vir Du Randt & Louw, Posbus 26, Kroonstad, 9499.

Saak 16536/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Stadsraad van die Munisipaliteit Bloemfontein**, Eiser, en **Coetzee, T. J. en J. M.**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 24 Maart 1994, sal die volgende eiendom op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 22794, geleë in die stad en distrik Bloemfontein, groot 876 vierkante meter, gehou kragtens Akte van Transport 2969/92 geregistreer op 14 Februarie 1992 (perseeladres Welwitschieweg 5, Loureipark, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer met stort, kombuis en opwaskamer.

Buitegeboue: Toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 25ste dag van Julie 1994.

J. H. Truter, p.a. Naudes, Prokureurs vir Eiser, Derde Verdieping, Trustfonteingeboe, St Andrewstraat 151; Posbus 260, Bloemfontein.

Saak 806/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **Gwala Enoch Magwaza**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg, gedateer 25 Maart 1994, en 'n lasbrief vir eksekusie gedateer 25 Maart 1994, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 26 Augustus 1994 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Perseel 4492, Zamdela, Sasolburg, groot 293 (tweehonderd drie-en-negentig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalinge van die Groepsgebiedewet en 10% (tien persent) van die koopprys 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 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, Wet 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 Perseel 4492, Zamdela, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 15de dag van Julie 1994.

L. D. M. Stroebe, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Saak 169/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Marie Viljoen**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 21 Januarie 1994, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 2 September 1994 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 2617, geleë in die stad en distrik Bloemfontein, groot 1 108 vierkante meter, gehou kragtens Transportakte T3457/93.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, studeerkamer, kombuis, TV-kamer, vyf slaapkamers, twee badkamers, stort, drie toilette, buitekamer met stort, werkskamer in kelder.

Die belangrikste voorwaardes van verkoping:

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 17,25% (sewentien komma twee vyf persent) per jaar bereken vanaf datum van die veiling 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 Vonnissskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Odendaalsrus, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS Gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op die 26ste dag van Julie 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Bloemfontein.

Saak 977/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied)**, Eksekusieskuldeiser, en **P. T. Mokitimi**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 6 Julie 1994 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 2 September 1994 om 10:00, voor die Landdroskantore te Virginia, Perseel 298, Meloding-uitbreiding 1, distrik Ventersburg, groot 280 vierkante meter, bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer met toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprys:* Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 18de dag van Julie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 628/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied)**, Eksekusieskuldeiser, en **N. P. en S. L. Khatlake**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 30 Junie 1994 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 2 September 1994 om 10:00, voor die Landdroskantore te Virginia, Perseel 1123, Meloding-uitbreiding 1, distrik Ventersburg, groot 248 vierkante meter, bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer met toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprys:* Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 18ste dag van Julie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 732/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied)**, Eksekusieskuldeiser, en **C. D. en E. Rens**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 8 Julie 1994 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 2 September 1994 om 10:00, voor die Landdroskantore, te Virginia:

Perseel 1097, Meloding-uitbreiding 1, distrik Ventersburg, groot 276 vierkante meter, bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprys:* Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 18de dag van Julie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 1768/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied)**, Eksekusieskuldeiser, en **M. M. en M. S. Dijane**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie, gedateer 6 Julie 1994 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 2 September 1994 om 10:00, voor die Landdroskantore te Virginia:

Perseel 187, Meloding-uitbreiding 1, distrik Ventersburg, groot 280 vierkante meter, bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer met toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprijs*: Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 18de dag van Julie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 22819/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Daniel Hermanus van Tonder**, Verweerder

Ingevolge 'n vonnis gedateer 28 Januarie 1994, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 2 September 1994 om 10:00, te die Peetlaan-ingang, van die Landdroshof, Bloemfontein:

Sekere Erf 995, Uitbreiding 2, geleë in die dorp Langenhovenpark, in die munisipaliteit Bainsvlei, distrik Bloemfontein, groot 940 m², gehou kragtens Transportakte T9268/93, John van der Rietstraat 28, Langenhovenpark, Bloemfontein.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer, kombuis en motorhuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 of 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,5% (sestien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 18de dag van Julie 1994.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 627/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied)**, Eksekusieskuldeiser, en **S. P. en K. M. Konco**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 8 Julie 1994 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 2 September 1994 om 10:00, voor die Landdroskantore te Virginia:

Perseel 1057, Meloding-uitbreiding 1, distrik Ventersburg, groot 266 vierkante meter, bestaande uit sitkamer, kombuis twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprijs*: Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 18de dag van Julie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 928/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied)**, Eksekusieskuldeiser, en **S. B. en K. G. Motihale**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 6 Julie 1994 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 2 Septembker 1994 om 10:00, voor die Landdroskantore te Virginia:

Perseel 872, Meloding-uitbreiding 1, distrik Ventersburg, groot 280 vierkante meter, bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprys*: Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 18de dag van Julie 1994.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp.)

Saak 3494/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Allied Bank**, Eiser, en **Mzikayise Philemon Mbatha**, Eerste Verweerder, en **Tozi Eunice Mbatha**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Odendaalsrus, gedateer 29 Januarie 1993, en 'n lasbrief vir eksekusie teen onroerende goed sal die volgende eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Landdroshofwet, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste aanbieder om 10:00, te die Landdroshof, Weeberstraat, Odendaalsrus:

Sekere Erf 1390, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, grootte 303 vierkante meter, gehou deur die Verweerder, kragtens Huurpagsertifikaat TL2462/88, bekend as Erf 1390, Kutlwanong.

Verbeterings: Woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet (niks waarvan gewaarborg word nie).

Terme:

1. Die kooppys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouverenigingwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringssertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS), of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat 40, Conroygebou, Odendaalsrus, ingedien word. Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus hierdie 28ste dag van Junie 1994.

M. C. Louw, vir Daly & Neumann Ing., Prokureur vir Eiser, Dalmanhuis, Graafstraat, Welkom, 9459. (Verw. M. C. Louw/wh/AL459); p.a. Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus, 9480.

Saak 4534/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Stadsraad van die Munisipaliteit Bloemfontein**, Eiser, en **Esterhuizen, J. C. en M.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 13 Julie 1993 sal die volgende eiendom op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 15799, geleë in die stad en distrik Bloemfontein, groot 995 vierkante meter, gehou kragtens Akte van Transport T11837/1990, geregistreer op 24 Oktober 1990 (perseeladres Rooiwalsingel 33, Uitsig, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Buitegebou: Toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 29ste dag van Julie 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 16741/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Stadsraad van die Munisipaliteit Bloemfontein, Eiser, en Hoffman, P. J., en D. E.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 8 Desember 1993, sal die volgende eiendom op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 7753, geleë in die stad en distrik Bloemfontein, groot 851 vierkante meter, gehou kragtens Akte van Transport 2414/92, geregistreer op 10 Februarie 1992, perseeladres De Waalweg 21, Erlichpark, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Buitegeboue: Toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 29ste dag van Julie 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 2936/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bepers, Eiser, en Stephanie Johanna Vermaak**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 2 Maart 1994, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 9 September 1994 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 10710, geleë in die stad en distrik Bloemfontein, groot 1 218 vierkante meter, gehou kragtens Akte van Transport T1236/92.

Posadres: Barry Richterlaan 10, Generaal de Wet, Bloemfontein, 9300.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, kombuis, drie slaapkamers, toilet, stort, motorhuis, bedienekamer met toilet.

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 dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom berekening vanaf datum van die verkoping 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 prokureur van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of die Adjunk Balju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju te Bloemfontein-Oos, en/of p.a. die Eksekusieskuldeiser se prokureurs; Symington & De Kok, NBS Gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Die Eiser waarborg nie enige van die inligting hierin vervat en word die eiendom voetstoots verkoop soos in die transportakte vermeld.

Geteken te Bloemfontein op hierdie 28ste dag van Julie 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Bloemfontein.

Saak 5934/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **NBS Bank Bepers, Vonnisskuldeiser, en Simon Petro Maduna**, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 18 Julie 1994, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 September 1994 om 11:00, te Tulbach-ingang van die Landdroskantoor, Welkom, Oranje-Vrystaat, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Perseel 18251, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd en veertig) vierkante meter, gehou kragtens Akte van Transport TL300/90. *Straatadres:* 18251 Thabong, Welkom.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Welkom.

Gedateer te Welkom op hede die 3de dag van Augustus 1994.

T. Wolmarans, vir Symington & De Kok, Welkom; Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/RO/AN0118.)

Saak 6379/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van SA Beperk** (No. 05/01225/06), Vonnisskuldeiser, en **Christiaan Pieter Herbst**, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 8 Julie 1994, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 September 1994 om 11:00, te Tulbagh-ingang, Landdroskantoor, Welkom, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Erf 25, geleë in die dorpsgebied Naudeville, distrik Welkom, groot 1 190 (eenduisend eenhonderd en negentig) vierkante meter, gehou kragtens Akte van Transport T3337/89. **Straatadres:** Torontorylaan 66, Naudeville, Welkom.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Welkom.

Gedateer te Welkom op hede 3 Augustus 1994.

T. Wolmarans, vir Symington & De Kok, Welkom; Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/RO/AE0073.)

Case 4042/93

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 Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Ndima Matshoba**, First Defendant, and **Bongiwe Abegail Matshoba**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 2 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3848, Zamdela Township, District of Parys, measuring 395 (three hundred and ninety-five) m², held by the Defendants under Certificate of Registered Grant of Leasehold TL2543/1991, being 3848 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c., kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 17th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76411/FCLS/Mr Brewer/djl.)

Case 2767/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Edward Tshimed Mothibatsela**, First Defendant, and **Thoko Anna Mothibatsela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 2 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3805, Zamdela Township, District of Parys, measuring 383 (three hundred and eighty-three) m², held by the Defendants under Certificate of Registered Grant of Leasehold TL1667/1986, being 3805 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 17th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72701/FCLS/Mr Brewer/djl.)

Case 4047/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Selepe Phillip Masilo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 2 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3144, Zamdela Township, District of Parys, measuring 268 m², held by the Defendant under Certificate of Registered Grant of Leasehold L268/1983, being 3144 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76543/FCLS/Mr Brewer/djl.)

Saak 1695/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **P. M. Tshotyana**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 18 Julie 1994, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 2 September 1994 om 09:15, voor die hoofingang van die Landdroshof, Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 2847, Seeisoville-uitbreiding 1, distrik Kroonstad, groot 389 (driehonderd nege-en-tagtig) vierkante meter, en aange-toon op Algemene Plan L257/1985, onderworpe aan sekere voorwaardes, soos uiteengesit in en soos gehou kragtens Sertifikaat van Reg van Huurpag 61/1988, beter bekend as 2847, Gelukwaarts, met alle verbeterings daarop.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees word, lê ter insae in die kantoor van die Balju en Podium Afslaers, Murraystraat, Kroonstad. Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die rege van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

Geteken te Kroonstad op hede die 2de dag van Augustus 1994.

E. A. Burke, vir Naudé, Thompson, Du Bruyn & Burke, Prokureur vir Eiser, Reitzstraat 23, Kroonstad, 9499.

Saak 2153/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **K. E. Legasa**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 12 Julie 1994 sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 2 September 1994 om 09:10, voor die hoofingang van die Landdroshof, Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1399, Seeisoville-uitbreiding 1, distrik Kroonstad, groot 284 (tweehonderd vier-en-tagtig) vierkante meter en aange-toon op Algemene Plan L640/1984, onderworpe aan sekere voorwaardes, soos uiteengesit in en soos gehou kragtens sertifikaat van geregistreerde toekenning van reg, beter bekend as Gelukwaarts 1399, Kroonstad, met alle verbeterings daarop.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees word, lê ter insae in die kantoor van die Balju en Podium Afslaaers, Murraystraat, Kroonstad. Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Podium Afslaaers, Murraystraat, Kroonstad.

Geteken te Kroonstad op hede die 2de dag van Augustus 1994.

E. A. Burke, vir Naudé, Thompson, Du Bruyn & Burke, Prokureur vir Eiser, Reitzstraat 23, Kroonstad, 9499.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

LEO AUCTIONEERS (PTY) LTD

(Reg. No. 87/03427/07)

INSOLVENCY SALE OF 114 HECTARES WELL-IMPROVED IRRIGATION FARM, DISTRICT OF BRITS ON 26 AUGUST 1994 AT 10:30, ON THE SPOT

PORTIONS 492, 77, 496, 497 AND 75, OF THE FARM KAMEELDRIFT 211, REGISTRATION DIVISION JQ, TRANSVAAL

Duly instructed by the Trustee in the insolvent estate **H. J. Zerwick**, Master's Reference T890/94, we will sell the mentioned properties by public auction without reserve subject to confirmation, consisting of:

Portion 492 and 77: Measuring 44,5 hectares, with old dwelling, 35 hectares land, two bore-holes (one equipped), outbuildings and barn. 5,2 hectares scheduled under Hartbeespoort Irrigation Scheme, canal water, Eskom electricity and completely fenced in.

Portions 496, 497 and 75: Measuring 69,3 hectares, with four-bedroomed home, carports, tobacco barn, 11 well-built worker's houses, workshop, canal water, Eskom electricity, 17,2 hectares scheduled under Hartbeespoort Irrigation Scheme, two dams, bore-hole with submersible pump.

Movable assets: 3 Delanco D1162 Mass-tobacco drying plants complete.

Conditions of sale: 10% (ten per cent) deposit plus 7,5% (seven comma five per cent) auctioneer's commission in cash or bank-guaranteed cheque at the drop of the hammer. Guarantees for the balance within 30 days of confirmation by the Trustee.

VAT: Property: Sold as going concern. VAT payable on movable assets and auctioneer's commission.

Auctioneer's note: Suitable for the growing of cash crops including tobacco, within reach of the market.

Viewing: At the property or by appointment with the auctioneer.

Directions: Take R511 from Brits to Thabazimbi; \pm 29 km from Brits take Klipplaat Road right \pm 1½ km left (at Canal), straight on to property (\pm 500 m).

For further details contract the office at (012) 341-1314 or after hours Piet Human (012) 331-1629 or At Zeeman (012) 379-9386.

Right of withdrawal of one or more of the movable items reserved.

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING G. F. VAN GENDEREN, MEESTERSVERWYSINGSNOMMER T1987/94

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling op 16 Augustus 1994 om 11:00.

Erf 170, Noordheuwel, Krugersdorp.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslaaers. [Tel. (011) 475-5133.]

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **P. F. van Zyl**, sal ons die bates verkoop te D'Astrelaan 5, Potchefstroom, op 17 Augustus 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **A. A. Jacobs**, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 19 Augustus 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die likwidateur van **Weiveld Onderneming (Edms.) Bpk.**, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 19 Augustus 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die likwidateur van **Dorpstraat Beleggings (Edms.) Bpk.**, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 19 Augustus 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Likwidateur van **Stilfontein Motors (Edms.) Bpk.**, sal ons die bates verkoop te ons Veilingsentrum, Poortmanstraat, Potchefstroom, op 19 Augustus 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

VAN'S AFSLAERS**VEILING—PLAAS**

In opdrag van die Kurator van **P. J. J. Smit**, T652/92, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, onderhewig aan bekragtiging:

Maandag, 15 Augustus 1994 om 11:00, te Restant Gedeelte 10 van die plaas Klipkop 396, distrik Bronkhorstspuit.

Beskrywing: Restant van Gedeelte 10 van die plaas Klipkop 396, Registrasieafdeling JR.

Groot: 343,8384 ha.

Verbeterings: Grasdakkonstruksie op pale, boorgat, dompelpomp en landerye.

Nota: Watervoorservituut. Mineraleregte uitgesluit.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

BID-A-BID AUCTIONEERS

Duly instructed by the Provisional Liquidator of **JT Development Motor Engineering (Pty) Ltd**, in provisional liquidation, Master's Reference T2473/94, we will sell the assets at the premises 915 Morgan Avenue, Parktown, Pretoria, on 16 August 1994 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.]

ADENDORFF AUCTIONEERS (PTY) LTD SALES

(Reg. No. 83/13184/07)

C. G. S. INSTRUMENTATION (PTY) LTD, IN LIQUIDATION, MASTER'S REF. T2068/94, LATHES, WELDING MACHINES, SANDBLASTER, TEST BENCHES, GALVANIZED PIPING, STAINLESS STEEL PIPING, ROUND BAR, COPPER WIRE, ELEMENTS, OFFICE FURNITURE, ETC. AT MARVEL PARK, THURSDAY, 25 AUGUST 1994 AT 10:00

As instructed by the liquidator in the above matter, we will sell the following by public auction on Thursday, 25 August 1994 at 10:00, at Marvel Park, Ratchet Street, Stormhill:

George Fisher K.D.M.A.-18 copy lathe; Colchester Triumph 1,5 m lathe; Colchester Student 1800 lathe; Tida Centre lathe; vertical milling machine; Tilghman Lasch sandblaster; Fillisatti compressor; tool post grinder; heavy-duty grinder; Miller/Afrox CO² welder; CO² welder with microscope; steel work benches with vices; jig table; heat treatment and drying ovens; X-ray viewer; calibration bath; pressure test unit; various tubes and piping in galvanized and stainless steel; stainless round; hex and square bar; various braided copper wire; various elements in coils; various Pythagoras tubes and beads; brass glands and nipples and Dexoni shelving.

Office furniture: Oak melamine wall units; oak melamine bar counter; round table; 2 × 4-drawer cabinets; book shelves; Credenzas; melamine desks; 6 × computers with terminals, keyboards and printers; Powerman U.P.C.; executive chairs; office chairs; Taifun shredder; Courier answer modem; master fax; letter trays; AIM counter fridge; carrier air-conditioner; reception counter; etc., etc.

Terms: A deposit of R1 000 (refundable) is required on registration, balance by means of cash or bank-certified cheque on completion of sale. All purchases must be removed by Tuesday, 30 August 1994.

The above subject to change prior to sale.

Viewing: Day prior to sale from 08:30 to 16:30 at Marvel Park, Ratchet Street, Stormhill.

For further particulars contact the auctioneers: Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield, Johannesburg. [Tel. (011) 683-8360/1/2/3.] [Fax: (011) 683-8114.]

ERPO AFSLAERS**RUSTENBURG**

Namens die voorlopige kurator in die insolvente boedel **A. P. de Bruyn**, T1476/94, verkoop ons die onderstaande vaste eiendom per openbare veiling te Kerkstraat 195A, Rustenburg, Vrydag, 19 Augustus 1994 om 11:00.

Beskrywing: Erf 1273, RG 2.

Groot: 895 vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis.

Terme: 15% (vyftien persent) by toeslaan van bod. Bankwaarborg binne 30 (dertig) dae.

Bekragtiging: Binne 7 (sewe) dae.

Navrae: Erpo Afslalers, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

VERED AUCTIONEERS

INSOLVENT ESTATE P. W. A. LABUSCHAGNE, MASTER'S REFERENCE T2383/91

ILANGA HOLIDAY RESORT (CARAVAN PARK)

Instructed by the Trustee we will sell by public auction:

(a) Remainder of Lot 73, Melville; and

(b) Remainder of the farm Bendigo No. 8004, both situated in the Development Area of Melville and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, measuring approximately 22,8 hectares. The property is used as a caravan park and holiday resort and is situated on Banana Beach which is approximately 14 km before Port Shepstone and beyond Hibberdene on the South Coast.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

Terms: 15% (vyftien per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Thursday, 25 August 1994 at 12:00, at the property, Ilanga Holiday Resort (Caravan Park), Banana Beach, South Coast, Natal.

For further information and to view please phone the auctioneers, Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

AUCOR (PTY) LTD

MARGARETHA PROJECTS CC, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE No. T2470/94

PADRONE INTERIORS CC, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE No. T2471/94

Duly instructed by the Joint Provisional Liquidators and the Provisional Liquidator concerned we will offer for sale by public auction on the spot at:

On Stand 127, Silverstone Crescent, Kyalami Business Park, Midrand, on Thursday, 18 August 1994 at 10:30.

Our instructions are to offer the assets and property as a going concern and failing a satisfactory bid, separately as follows: The business property, a virtually new factory with executive offices and showroom in the desirable development of Kyalami Business Park, Midrand, adjoining the Kyalami Racetrack.

Loose assets: Woodworking and upholstery manufacturing machines and equipment, quality home and office furniture—restored antiques, excellent upholstery and curtaining fabric, Conolly leather and leather treatments, office machines and furniture.

For further details please contact the auctioneers.

View:

The property: By appointment with the auctioneers.

Loose assets: Day prior to the sale from 09:00 to 16:00.

Terms:

The property: 20% (twenty per cent) deposit on the fall of the hammer. The balance to be paid with guarantees acceptable to the Joint Provisional Liquidators and Provisional Liquidator within 30 days of confirmation.

Loose assets: R1 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid (bank or bank-guaranteed cheque) on the day of the sale.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

CONSILIOR (EDMS.) BPK.

INSOLVENTE VEILING VAN WILDPLAAS, SPILPUNT, IMPLEMENTE, GEREEDSKAP, BESPROEINGSTOERUSTING, ENS., OP VRYDAG, 12 AUGUSTUS 1994 OM 11:00, TE DIE PLAAS MORGENZON, THABAZIMBI

In opdrag van die kurator in die insolvente boedel van **P. K. Steyn**, Meesterverwysingsnommer T1068/94, bied ons onderstaande per publieke veiling aan:

Die Restant van die plaas Morgenzon 22, Registrasieafdeling KP, Transvaal, groot 522,4845 hektaar.

Navrae: Consilior (Edms.) Bpk., Posbus 155, Potgietersrus, 0600. [Tel. (0154) 3141.]

Eiendom: Hennie van der Watt. [Tel. (01470) 2948.]

Roerende bates: Willie Straus. [Tel. (015379) 634.]

CONSILIOR (EDMS.) BPK.

INSOLVENTE VEILING—NYLSTROOM VAN TWEE BEES- EN SAAIPLASE, VOERTUIG, BEESTE, STROPERS EN IMPLEMENTE OP MAANDAG, 22 AUGUSTUS 1994 OM 11:00 TE NYLSTROOM

In opdrag van die Kurator in die insolvente boedel van **C. T. G. van der Walt**, Meestersverwysingsnommer T1388/94, bied ons die onderstaande per publieke veiling aan.

Navrae: Consilior (Edms.) Bpk., Posbus 155, Potgietersrus, 0600. [Tel. (0154) 3141.]

Hennie van der Watt. [Tel. (01470) 2948.]

Coen van der Walt. [Tel. (01473) 6-3479.]

CONSILIOR (EDMS.) BPK.

INSOLVENTE VEILING—POTGIETERSRUS, WOONHUIS EN MEUBELS OP MAANDAG, 8 AUGUSTUS 1994 OM 11:00

In opdrag van die Kurator in die insolvente boedel van **Marthinus Petrus Jansen van Vuuren**, Meestersverwysingsnommer T709/94, bied ons onderstaande per openbare veiling aan:

Erf 1541, Uitbreiding 7, geleë te Piet Potgietersrus, Registrasieafdeling KR, Transvaal, groot 1 230 m².

Adres: Elandstraat 30.

Consilior (Edms.) Bpk., Posbus 115, Potgietersrus.

Joan Cross. [Tel. (0154) 3141.]

Hennie van der Watt. [Tel. (01470) 2948 (alle ure).]

BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS

GENERAL

Favoured with instructions by the Trustee in the insolvent estate **M. E. Janneke**, T4499/93, we will sell by public auction: 1987 Volkswagen Jetta.

On: Saturday, 13 August 1994 at 12:00.

At: 155 Glyn Street, Colbyn, Pretoria.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

HENDRIKS AFSLAERS BK**OPENBARE VEILINGS, VERKOPE EN TENDERS**

In opdrag van die Likwidateur in die gelikwideerde boedels van **Ferticor (Edms.) Bpk.**, T330/94, en **Ferticor Groothandelaars (Edms.) Bpk.**, Meestersverwysing T326/94, word die hierna genoemde eiendom per openbare veiling aangebied vir verkoping op 9 September 1994 om 11:00, te die perseel bekend as Swartstraat 28, Ottosdal deur Hendriks Afslalers BK:

1. Erwe 474 en 480, Ottosdal, groot 1 983 m² elk, verbeter met 'n besigheidsgebou.
2. Erwe 481 en 482, Ottosdal, groot 1 983 m² elk, onverbeter.

Voorwaardes van koop: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na bekragtiging deur die Likwidateur.

Roerende eiendom:

1. Drie lessenaars, vyf stoele, twee rekenaars, vier laailiasseerkabinette, vier staalrakke, faksmasjien, verskillende hoeveelhede olie, Kelvinator-yskas, melkmasjientoebehore, verskillende veemedisynes, wasmiddels en sure vir melkmasjiene, volstruismeel, lêmeel, varkmeel en plastiekborde.

Verkoopvoorwaardes: Die volle koopbalans is betaalbaar aan afslaer, direk na die verkoping.

Inligting: Skakel Hendriks Afslalers BK. [Tel. (018032) 31 en 36.]

ADENDORFF AUCTIONEERS (PTY) LTD

(Reg. No. 83/13184/07)

PRIME SMALL PRESTIGIOUS OFFICE BLOCK, OFFICE FURNITURE, ETC. IN BEDFORDVIEW**CENCON CC, IN LIQUIDATION, MASTER'S REF. T2000/94, TUESDAY, 23 AUGUST 1994 AT 10:00**

Duly instructed by the Liquidators in the above matter, we will sell the following on site, 130 Boeing Road, Bedfordview, on Tuesday, 23 August 1994 at 10:00.

Property: Stand 2064, Township Holding 423, 130 Boeing Road, Bedfordview, situated in an office park comprising 238,2 square metres with large reception area and sizeable partitioned offices on Ground Floor and Mezzanine floor.

Auctioneer's note: This prestigious office block will be suitable for accountants, legal firm or draughtsmen with a staff of 10-20 people.

Office furniture: Pine boardroom table, pine coffee table, lounge chairs, couches, steel and melamine desks, wooden and plastic folding chairs, executive chair, office chairs, Ideal air cooler, dresser, 4-drawer and 2-drawer filing cabinets, suspension plan file, Zucor drawing table, trestle table, P.C. computer with keyboard and terminal and Seikosha printer, Columbia computer keyboard and data printer, Olivetti Editor-3 typewriter, letter trays, etc., etc.

Terms: R1 000 deposit (refundable) on registration. 15% (fifteen per cent) deposit on property at the fall of the hammer, subject to confirmation within 14 days. Balance by means of guarantees to be lodged within 30 (thirty) days of confirmation.

The above subject to change prior to sale.

Viewing: Day prior to sale from 08:30 to 16:30 at Bedfordview.

For further particulars contact the auctioneers: Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield, Johannesburg. [Tel. (011) 683-8360/1/2/3.] [Fax. (011) 683-8114.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: S. B. SZEWACH, MASTER'S REFERENCE No. T749/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Flat 401, La Plagne, 12 Hopkins Street, Yeoville, District of Johannesburg, Transvaal, on Wednesday, 17 August 1994 at 11:00, a two-bedroomed apartment.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: S. B. SZEWACH, MASTER'S REFERENCE No. T749/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Flat 304, La Plagne, 12 Hopkins Street, Yeoville, District of Johannesburg, Transvaal, on Wednesday, 17 August 1994 at 10:30, a two-bedroomed apartment.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: J. L. VAN TONDER, MASTER'S REFERENCE No. T726/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 3 Etna Street, Florida Hills, District of Roodepoort, Transvaal, on Wednesday, 17 August 1994, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **H. B. W. AND L. D. HENDRIKS**, No. T994/94, **L & G FURNISHERS CC**, IN LIQUIDATION, No. T2390/94, **LYNTON AGENCIES CC**, IN LIQUIDATION, No. T2391/94, INSOLVENT ESTATE **T. B. PIENAAR AND A. PIENAAR**, No. T588/94, INSOLVENT ESTATE **C. J. AND J. F. REDDING**, No. T707/94

Duly instructed by the Liquidators and Trustees in the above matters we will sell by public auction at our Store, Fourth Floor, SOLS Building, 196 Fox Street, corner of Mooi Street, Johannesburg, on Tuesday, 23 August 1994 at 10:00, the following:

New and used household furniture, office furniture and vehicles.

Terms: Only cash or bank-certified cheques.

On view day prior to sale.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

GRAND SLAM SPORT PROMOTIONS CC, IN LIQUIDATION, MASTER'S REFERENCE No. T1109/94

Duly instructed by the Joint Liquidators in the above matter we will sell by public auction on the spot, Unit 7, Sun Villa, Bloekom Avenue, Marais Steyn Park, Edenvale, on Monday, 22 August 1994 at 10:30, the following:

Spacious luxury three-bedroomed cluster house, Marais Steyn Park, Edenvale.

Certain Unit 7, Sun Villa, Bloekom Avenue, Marais Steyn Park, Edenvale, measuring approximately 286 square metres, comprising lounge, dining-room, fully fitted kitchen, three bedrooms (main with dressing-room and full bathroom with shower, cubicle en suite), two full bathrooms and double garage with roll-up doors.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Tuesdays and Thursdays from 10:30 to 15:30.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **C. J. AND J. F. REDDING**, MASTER'S REFERENCE No. T707/94

Duly instructed by the Trustee in the above matter we will sell by public auction on the spot, 193 Main Grasmere Road, Elandsfontein, Walkerville, on Wednesday, 24 August 1994 at 10:30, the following:

Two-bedroomed home with study, Elandsfontein, Walkerville.

Certain Portion 193 (a portion of Portion 5), of the farm Elandsfontein, situated 193 Main Grasmere Road, Elandsfontein, Walkerville, measuring approximately 7,6746 ha upon which is erected a residence comprising lounge with fireplace, dining-room, study, kitchen, two bedrooms, bathroom, back verandah, maid's room, toilet and shower, cow shed and kennels and shed.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **S. J. VAN DER MERWE**, MASTER'S REFERENCE No. T2039/93

Duly instructed by the Joint Trustees in the above matter we will sell by public auction at our Store, Fourth Floor, SOLS Building, 196 Fox Street, corner of Mooi Street, Johannesburg, on Tuesday, 23 August 1994 at 10:00, the following:

Household furniture etc.

Terms: Only cash or bank-certified cheques.

On view day prior to sale.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

AUCOR (PTY) LTD

ESTATE LATE **G. A. EBBELAAR**, MASTER'S REFERENCE No. T6880/94

BRAKPAN RESIDENCE, THREE-BEDROOMED HOME, TO BE SOLD ON THE SPOT, 72 PORTER AVENUE, BRAKPAN, ON FRIDAY, 19 AUGUST 1994 AT 10:30

Duly instructed by the attorneys in the above-mentioned matter the Aucor Group will sell by public auction the property legally described as Erf 2502, Brakpan, measuring in extent 991 square metres with improvements thereon.

A residence comprising of three bedrooms, kitchen, lounge, pantry and bathroom. Outbuildings comprising of domestic quarters with ablutions and a double garage. Residence has a large garden.

For further details please contact the auctioneers.

View: Day prior to the sale.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid with guarantees acceptable to the Trustee within 30 days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, SINGLE BEDROOM FLAT SITUATED NEAR SHOPS AND ALONG BUS ROUTE, PRETORIA WEST

Duly instructed by the Trustee in the insolvent estate **M. L. Joubert**, Master's Reference No. T758/94, we will sell Thursday, 11 August 1994 at 11:00, on site, Flat 108, Eben Park, 233 Church Street, Pretoria West, bedroom, bathroom, kitchen and lounge/dining-room.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahai Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, THREE-BEDROOMED HOME, POOL AND LAPA, THREE RIVERS, VEREENIGING

Duly instructed by the Trustee in the insolvent estate **C. Karrani**, Master's Reference No. T1060/94, we will sell Friday, 19 August 1994 at 11:00, on site 17 Myrtle Street, Three Rivers Extension 2, Vereeniging, Stand 2094, three bedrooms main en suite, lounge, family room with french doors onto paved patio, dining-room, fitted kitchen adjoining scullery and laundry, double lock up garage, pool, lapa, generous brick paving and maid's room.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahai Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, THREE-BEDROOMED HOME ADJOINING TWO-BEDROOMED FLAT, WONDERBOOM SOUTH, PRETORIA

Duly instructed by the Trustee in the insolvent estate **B. H. and E. du Preez**, Master's Reference No. T575/94, we will sell Thursday, 18 August 1994 at 11:00, on site, 868 15th Avenue, Wonderboom South, Stand 868, measuring 1 222 square metres, comprising a three-bedroomed home, modern fitted kitchen, lounge, dining-room, TV lounge, adjoining two bedrooms and double lock-up garage.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahai Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

NATAL

DALES BROS.

AUCTION SALES

On instructions from the Liquidator of **Traditional Designs CC**, Master's Reference M271/94, public auction on 23 August 1994 at 10:30, at 1 Anderson Road, Hammarsdale, of woodworking machines, work in progress, raw materials and off-cut timber.

ORANJE-VRYSTAAT ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BRANDFORT op 9 September 1994 om 10:00 voor die Landdroskantoor te BRANDFORT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 1 (LASLAPPIE) van die plaas ONREG 1079, distrik Brandfort

GROOT: 45,8900 hektaar

(2) Restant van die plaas KLEIN BOESMANSBERG 357, distrik Brandfort

GROOT: 283,9076 hektaar

Eiendom (2) blykens Aktes van Transport T3394/1975 en T4378/1959 ten opsigte van een $\frac{1}{2}$ we aandeel elk

(3) Onderverdeling 2 (LUSHOF) van die plaas BOESMANSBERG 308, distrik Brandfort

GROOT: 311,3451 hektaar

Eiendom (3) blykens Akte van Transport T9192/1980

(4) Die plaas STILLEWONING 1049, distrik Brandfort

GROOT: 299,7862 hektaar

Eiendomme (1) en (4) blykens Akte van Transport T4378/1959

in die naam van **JOHANNES HERMANUS BOSCH**

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:

25km noordwes van Brandfort

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, skuur. Geheel omhein en verdeel in kampe.

Eiendom (2)

Geheel omhein en verdeel in kampe. Boorgat, sementdam.

Eiendom (3)

Geheel omhein en verdeel in kampe. 3 Boorgate, sementdam.

Eiendom (4)

Woonhuis, motorhuis en buitekamers, skuur met afdak, koeistal, skool, kalwerhokke, 8 arbeidershuise. Geheel omhein en verdeel in kampe. 5 Boorgate.

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 huurkooporeenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooporeenkomste 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: BBAD 00551 01G 02G 04G 06G 07G (REGTE)

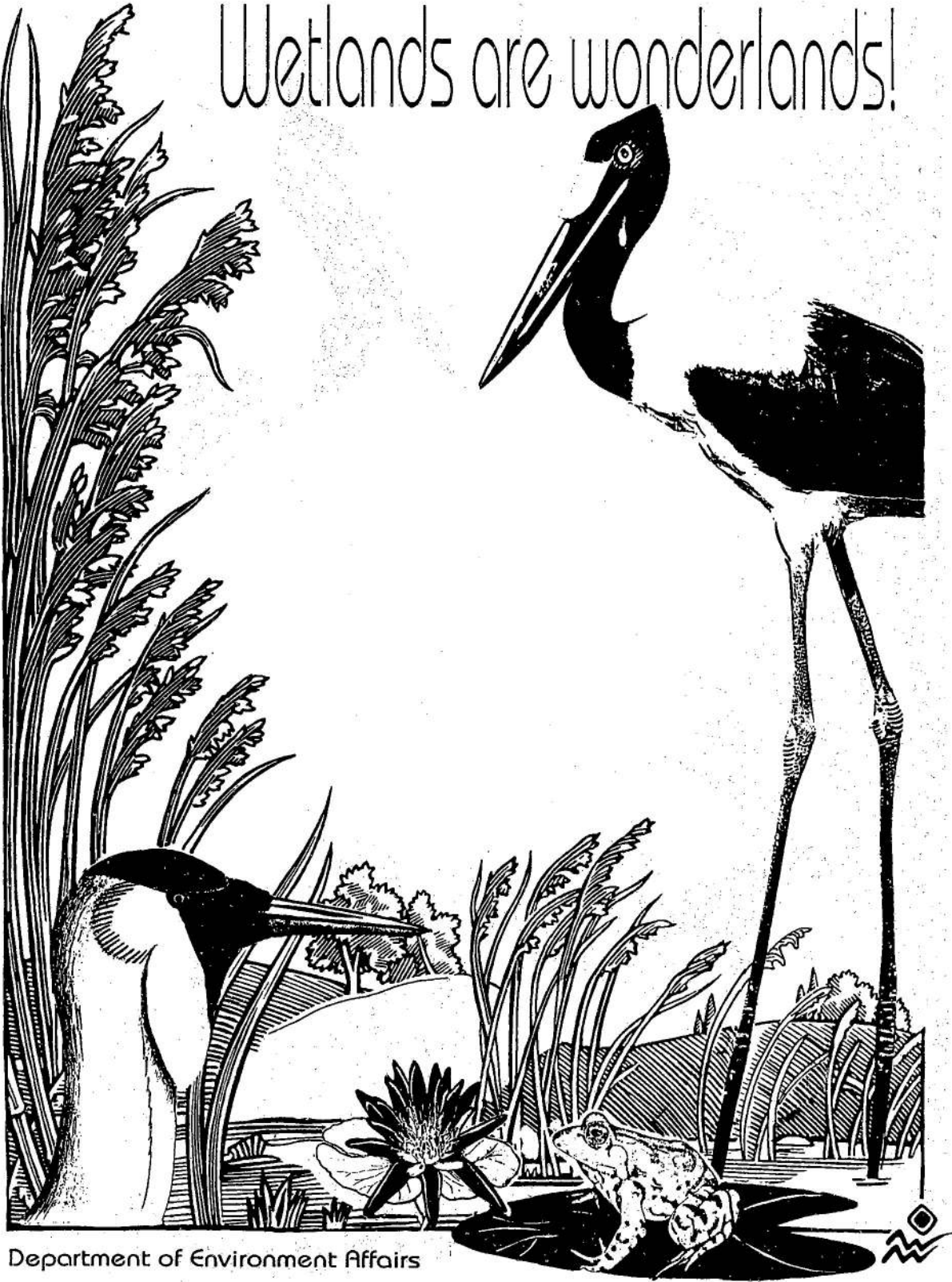
Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 Augustus 1994.

Vleiland-wonderwêreld!



Departement van Omgewingsake

Wetlands are wonderlands!



Department of Environment Affairs



IS JOU TERREIN GEREGISTREER?
IS YOUR SITE REGISTERED?

Departement van Omgewingsake



Department of Environment Affairs

Help om ons land, Suid-Afrika,
skoon te hou!



Please keep our country, South
Africa, clean!

Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

Use it

Don't abuse  it

water is for everybody

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	10
Geregtelike verkope:	
Provinsies: Transvaal.....	10
Kaap	75
Natal	110
Oranje-Vrystaat	143
Openbare veilings, verkope en tenders	154

TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape	75
Natal	110
Orange Free State	143
Public auctions, sales and tenders	154

Belangrik

Maak uself deeglik vertrouud met die

“Voorwaardes vir Publikasie”

*van wetlike kennisgewings in die Staatskoerant,
asook met die nuwe tariewe wat daarmee in
verband staan*

***Sien Lys van Vaste Tariewe en Voorwaardes op
voorste binnebladsye***



Important

Please acquaint yourself thoroughly with the

“Conditions for Publication”

*of legal notices in the Government Gazette, as
well as the new tariffs in connection therewith*

***See List of Fixed Tariff Rates and Conditions on
front inner pages***