REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Vol. 350 PRETORIA, 19 AUGUSTUS / AUGUST 1994 No. 15917

WETLIKE KENNISGEWINGS

LEGAL NOTICES

B

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

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

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

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE
CONDITIONS FOR PUBLICATION

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING

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

WETLIKE KENNISGEWINGS 1994
GOEWERMENTSKENNISGEWINGS

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

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

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

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES 1994
GOVERNMENT NOTICES

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

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

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

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

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

TRANSVAAL

Case 1005/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Maro Paphitis,** 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 7 September 1994 at 10:00, to the highest bidder:

Certain: Erf 455, situated in the Township of Constantiapark, Registration Division JR, Transvaal, measuring 1108 square metres, situated at 477 Grunberger Street, Constantiapark.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: *Description of property: House:* Lounge, dining-room, three bedrooms, kitchen, two bathrooms, shower, two w.c.'s, study room, TV-room and scullery. *Outbuildings:* Double garage, servant's room and w.c. *Other improvements:* Gates, paving and driveway.

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

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

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

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1128.)

Case 83202/93

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Hendrik Willem Venter,** First Defendant, and **Hester Elizabeth Venter,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord, on 9 September 1994 at 11:00, to the highest bidder:

Certain: Erf 417, situated in the Township of The Orchards Extension 10, Registration Division JR, Transvaal, measuring 1462 square metres, situated at 185 Jensen Road, The Orchards Extension 10.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: *Description of property: House:* Lounge, dining-room, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* Servant's and w.c.

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

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

Signed at Pretoria on this the 6th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1113.)

Case 59584/93

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Barend Petrus Coetzee,** 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 7 September 1994 at 10:00, to the highest bidder:

Certain: Remaining Extent of Erf 6, situated in Deltoidia Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,7676 hectares, situated at Plot 6, Deltoidia and Lombardi Roads, Deltoidia.

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) 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 Plot 83, corner of Gerhard and West Streets, Verwoerdburgstad, Hatfield, Pretoria.

Signed at Pretoria on this the 5th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1037.)

Saak 3334/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou Nasionale Bouvereniging), Eiser, en **Sipho Themba,** Eerste Verweerder, en **Pinkie Sebestain Themba,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 5 April 1994, sal die ondervermelde eiendom op 9 September 1994 om 11:00, deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder geregtelik verkoop word:

Erf 197, Soshanguve CC, Registrasieafdeling JR, Transvaal, groot 807 vierkante meter, gehou kragtens Akte van Transport TL1779/91, bekend as Erf 197, Blok CC, Soshanguve.

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

Sonering: Residensieel.

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

(a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

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

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

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

Case 9770/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Miss Marie Shirley Louise Hoffman,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 9 March 1994, and a warrant of execution dated 4 May 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 23 September 1994 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg:

Certain Portion 1 of Erf 1357, Turffontein Township, Registration Division IR, Transvaal, situated at 14-14A Great Brittain Street, Turffontein, Johannesburg.

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

Improvements: Two semi-detached dwellings consisting of six bedrooms, two dining-rooms, two lounges, two kitchens, two bathroom and two toilets.

Outbuildings: Two servant's rooms, two toilets and two garages.

Area: 496 square metres.

Property's held: Under Deed of Transfer T24141/93.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within 14 (fourteen) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffied Street, Turffontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BS4083/COLL/PM/LR.)

Saak 5488/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Real Homes I CC,** Verweerder

As gevolg van 'n vonnis van die Landdroshof te Klerksdorp, en 'n lasbrief van eksekusie gedateer 29 Junie 1994, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 9 September 1994 om 10:00, by die kantore van die Balju van die Landdroshof, Klerksdorp, Leakstraat 23, Klerksdorp:

Erf 359, geleë in die dorp Jouberton-uitbreiding 6, Registrasieafdeling IP, Transvaal, groot 388 (driehonderd-agt-en-tagtig) vierkante meter; en

Erf 369, geleë in die dorp Jouberton-uitbreiding 6, Registrasieafdeling IP, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter.

Verkoopvoorwaardes:

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

2. Die eiendom is onverbeterd.

3. Die koopprys is betaalbaar soos volg:

10% (tien persent) van die koopprys op die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van koop.

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

O. P. B. L'ange, vir L'ange, de Waal & Freysen, Eerste Verdieping, Ferumhuis, Kockstraat 22; Posbus 59, Klerksdorp.

Saak 3820/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Mshinyane Simon Jiyane,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 14 Oktober 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 14 September 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geinspekteer mag word by voormelde Balju voor die verkoping:

Erf 4629, Uitbreiding 9, eMbalenhle, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 671 (ses sewe een) vierkante meters.

Beskrywing van eiendom: Vier slaapkamers, twee badkamers, kombuis en sitkamer.

Geteken te Secunda op hede hierdie 28ste dag van Julie 1994.

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

Saak 2191/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Mahleke Johannes Dhlamini,** Eerste Verweerder, en **Seipati Magdalena Dhlamini,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 13 Julie 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 14 September 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geinspekteer mag word by voormelde Balju voor die verkoping:

Erf 5459, Uitbreiding 9, eMbalenhle, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal, groot 297 (twee nege sewe) vierkante meters.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis en sitkamer.

Geteken te Secunda op hede hierdie 28ste dag van Julie 1994.

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

Case 2987/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Giacomo Victor Ferdenando Smith,** First Defendant, and **Marie Johanna Smith,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Magistrate's Office, Dolomiet Street, Delmas, on Friday, 2 September 1994 at 09:00, 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:

Holding 1, Sundra Agricultural Holdings, Registration Division IR, Transvaal (also known as 28 Denne Avenue, Sundra), measuring 2,5751 (two comma five seven five one) square metres, held under Deed of Transfer T61574/90, subject to the conditions therein and especially subject to the reservation of mineral rights.

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

Dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, sunroom and the outbuildings consisting of gym and garage.

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

Dated at Pretoria this 2nd day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S182/94.)

Saak 16585/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak sal 'n verkoping gehou word op 7 September 1994 om 10:00 by die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, van die ondergemelde eiendom:

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

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

Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Pretoria-Suid, Eden Park, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lytteltonlandbhouhoewes, Verwoerdburgstad, of die Eiser se prokureurs Blake Ingelyf te die Sesde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria.

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

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

Case 2462/94

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

In die matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Jimmy Rikhotso,** First Defendant, and **Bellinna Rikhotso,** Second Defendant

On Wednesday, 7 September 1994 at 10:00 a public auction will be held at the offices of the Sheriff, Magistrate's Court, Alberton, at Joriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Sheriff of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in the leasehold in respect of the property known as:

Certain Site 71, Siluma View Township, Registration Division IR, Transvaal, situated at Site 71, Siluma View, Katlehong, measuring 305 (three hundred and five) square metres, held under Certificate of Registered Grant of Leasehold TL33106/1993.

Improvements: The property consists of lounge, washroom, kitchen, three bedrooms and bathroom (which are not warranted or guaranteed).

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof, substitution therefore and, subject thereto, the property shall be sold "voetstoots" to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff who was 15,25% (fifteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission and immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

L. C. Mansfield, for Badenhorst & Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450; P.O. Box 136130, Alberton North, 1456. (Tel. 907-2121/2.) (Fax. 907-2175.) (Ref. LCM/sj/F98/94.)

Case 23443/93
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 **Fiyas Property Investments CC** (No. CK87/06742/23), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1359, situated in the Township of Mayfair, Registration Division IQ, Transvaal, being 84 Fifth Avenue, Mayfair, 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/dining-room, entrance hall, scullery, pantry, two separate toilets, three bedrooms, three bathrooms with outbuildings with similar construction comprising of two garages, carport, two servants' rooms, toilet, shower and laundry.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 2nd day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/F.65.)

Case 9362/94
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 **One Hundred and Thirty Six Ninth Street Investments CC** (No. CK92/33238/23), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, 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, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 1750, situated in the Township of Orange Grove, Registration Division IR, Transvaal, being 136 Ninth Street, Orange Grove, 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 tiled roof, comprising kitchen, lounge/dining-room, entrance hall, three bedrooms, walk-in-cupboard, store-room, two bathrooms with toilet and showers, with outbuildings with similar construction comprising of two garages, servants' room, toilet, shower 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 trand) 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 2nd day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/O.70.)

Case 13739/94
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 **Taljaard, Johannes Hendrik,** 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 13 September 1994 at 10:00, of the undermentioned properlty 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 493, situated in the Township of Roodebult, Registration Division IR, Transvaal, being 15 Mohogany Street, Roodebult, Alberton, measuring 942 (nine hundred and forty-two) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room and toilet.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand trand) 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 & 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/T180.)

Case 17016/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Warren Colin,** First Execution Debtor, and **Warren Jane Mary,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 9 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 470, situated in the Township of Allen's Nek Extension 9, Registration Division IQ, Transvaal, being 1021 Road 3, Allen's Nek Extension 9, Roodepoort, measuring 970 (nine hundred and seventy) 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, dressing-room, 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 trand) 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 & 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/W.169.)

Case 12936/94
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 **Sherratt, Gail Colleen,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 15 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 East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 247, situated in the Township of Kensington, Registration Division IR, Transvaal, being 35 Cressy Street, Kensington, 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 tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of two hobbyrooms 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 2nd day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 8385-4513.) (Ref. Foreclosures/fp/S563.)

Case 11252/93
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 **Wessels, Bradleigh Richard,** First Execution Debtor, and **Wessels, Teresa Louis,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 9 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 Erven 763 and 764, situated in the Township of Selection Park, Registration Division IR, Transvaal, being 19 Willey Street, Selection Park, Spings, measuring 1 188 (one thousand one hundred and eighty-eight) and 1 273 (one thousand two hundred and seventy-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 concrete roof, comprising kitchen, familyroom, laundry, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of a garage, servant's room, toilet, store-room and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 8385-4513.) (Ref. Foreclosures/fp/W93.)

Case 00918/94
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 **Steyn, Johannes Wilhelmus Wessels,** 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 9 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 Erf 306, situated in the Township of Truisbult Extension 1, Registration Division IR, Transvaal, being 6 Raven Street, Struisbult Extension 1, Springs, 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, three bedrooms, bathroom with outbuildings with similar construction comprising of two garages, toilet, store-room and work room.

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

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

Dated at Johannesburg this 4th day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 8385-4513.) (Ref. Foreclosures/cb/S.503.)

Case 8446/93
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 **Lindemann Herbert Peter,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Randburg, on 13 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: Erf 96, situated in the Township of Fontainebleau, Registration Divison IQ, Transvaal, being 50 Rabie Street, Fontainebleau, Randburg.

Measuring: 1 784 (one thousand seven hundred and eighty-four) 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, study, play room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of servant's room, toilet and swimming-pool.

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

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

Dated at Johannesburg on this 4th 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/cb/L.193.)

Case 4404/94
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 **Francis Anthony Frederick William,** First Execution Debtor, and **Francis, Anna Maria,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Section 7 as shown and more fully described on Sectional Plan SS129/81 in the scheme known as Leonard Heights in respect of the land and building or buildings situated at Remaining Extent of Portion 43 of the farm Turffontein 100, Registration Division IR, Transvaal; being 7 Leonard Heights, 2 Leonard Street, Turffontein 100, Johannesburg.

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

Measuring: 91 (ninety-one) square metres.

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

A simplex flat with tiled roof, comprising kitchen, lounge, entrance hall, two separate toilets, study, three bedrooms and two bathrooms. The common property comprising of servant's room, toilet, store-room and six garages.

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

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

Dated at Johannesburg on this 4th 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/bt/F.108.)

Case 34077/93
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 **Gardner, Tony Ricky,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg North, on 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, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 1081, situated in the Township of Westdene, Registration Division IR, Transvaal; being 75 Ararat Street, Westdene, Johannesburg.

Measuring: 558 (five hundred and fifty-eight) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, bar study, five bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, two carports, bediendekamer, latrine, stort, entertainment area with sauna, toilet, shower 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 4th 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. Foreclusures/bt/G.143.)

Case 5761/94
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 **De Lange, Peter Harold,** First Execution Debtor, and **Fox, Linda Bess,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Johannesburg South, on 8 September 1994 at 10:00, at 131 Marshall Street, Johannesburg, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 203, Turffontein Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres and held under Deed of Transfer T31880/93 situated at 75 Donnelly Street, Turffontein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single storey dwelling with iron roof and comprising of three bedrooms, kitchen, bathroom, dining-room, family room, lounge and entrance hall.

Outbuildings: Single garage, carport, servant's room and toilet.

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

Auctioneer's charges ar 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 4th day of August 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001, P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. 29-0274.) (Ref. P. Sapire/Garth Hulley/F252.)

Saak 6322/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

In die saak tussen **Transnet Beperk,** Eiser, en **Baster: Sarah,** 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 deur die Balju, Benoni, Kempstonlaan 49, Benoni, op 15 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, Brakpan, voor die verkoping ter insae sal lê:

Sekere Erf 2465, Etwatwa-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, groot 253 (twee vyf drie) vierkante meter.

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie:

Woonhuis met teëldak bestaande uit: Gekombineerde sit-/eetkamer, twee slaapkamers, badkamer/toilet en kombuis.

Buitegeboue: Geen.

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

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die 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) en 'n minimum heffing van R200 (tweehonderd rand).

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

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M 12309.)

Saak 24947/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Applikant, en **Swart Leon Andre,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 24 November 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 8 September 1994 om 10:00, by die kantore van die Balju te Benoni, aan die hoogste bieder:

Resterende gedeelte van Gedeelte 251, van die plaas Putfontein 26, Registrasieafdeling IR, Transvaal, groot 4,8419 (vier komma agt vier een nege) hektaar, gehou kragtens Akte van Transport T53767/1987, sonering landbouhoewes, geleë te Plot 251, Du Randtstraat, Putfontein, Benoni.

Terme en voorwaardes:

1. *Prys:* Die reserweprys is R46 486,39 plus rente teen 16,5% (sestien komma vyf persent) per jaar, vanaf 8 September 1994, tot datum van betaling.

Die eiendom bestaan uit: Verdiepingwoonhuis onder sink, konkretevloer, sit-/eetkamer, vier slaapkamers, badkamer/toilet en kombuis. Buitegeboue: Pomphuis met pomp, varkhokke en stoor.

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

3. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Adjunk-balju van Benoni, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-balju.

Geteken te Johannesburg op hierdie 21ste dag van Julie 1994.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. mnr. Van Aswegen/DB/S10.)

Saak 44144/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Andries Mentz,** Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Oos te Strubenstraat 142, Pretoria, op 7 September 1994 om 10:00:

Erf 1565, geleë in die dorp Garsfontein-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 085 vierkante meter, gehou kragtens Akte van Transport T46709/93, beter bekend as Annette van Zylstraat 293, Garsfontein-uitbreiding 8.

Besonderhede word nie gewaarborg nie.

'n Woonhuis met steenmure, teëldak en volvloermatte, bestaande uit 'n ingansportaal, sitkamer, gesinskamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, opwaskamer en waskamer.

Buitegeboue: Dubbelmotorhuis, motorafdak, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Oos, Strubenstraat 142, Pretoria

Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. Mej. Kriel.)

Saak 4244/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser, en **J & J Engineering & Design (Pty) Ltd,** Eerste Verweerder, en **John Barrie Michael de Pinna,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 8 Junie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Dinsdag, 13 September 1994 om 14:30, by die Landdroshof, Randburg, aan die hoogste bieder:

Sekere: Erf 383, Commercia-uitbreiding 9-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 944 (eenduisend negehonderd vier-en-veertig) vierkante meter.

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

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 3de dag van Augustus 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N911/CDN568.)

Saak 32/94

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 11 Februarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 September 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 495, Terenure-uitbreiding 15-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 875 (agthonderd vyf-en-sewentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, vier toilette, vyf slaapkamers, familie-/TV-kamer, kombuis en studeerkamer. Buitegeboue bestaan uit twee motorhuise, oprit, swembad en omhein met betonmure.

Voorwaardes van verkoping:

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

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

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

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N891/CDN548.)

Case 21795/92
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 **Nkosi, Tili Joel,** First Execution Debtor, and **Sibanda, Granny Elizabeth,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 9 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 7958, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7958 Vosloorus Extension 9, Boksburg, measuring 294 (two hundred and ninety-four) 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 sale to be calculated as follows: 5% (fiver per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand) rand. Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of August 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/N108.)

Case 4547/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Executive Creditor, and **Pretorius, Jacobus Nicolaas,** 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 290, situated in the Township of West Turffontein Extension, Registration Division IR, Transvaal, being 41 Fanous Road, West Turffontein Extension, Johannesburg, measuring 535 (five hundred and thirty-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, two bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room and bathroom.

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

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

Dated at Johannesburg on this the 3rd day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.222.)

Saak 10460/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Clint Ronald Green,** Eerste Verweerder, en **Louise Rene Green,** Tweede Verweerder

'n Verkoping word gehou deur die Balju, Pietersburg, voor die Landdroshofkantore, hoek van Bodenstein- en Schoemanstraat, Pietersburg, op 16 September 1994 om 10:00, van:

Gedeelte 2 van Erf 75, geleë in die dorpsgebied Annadale, Registrasie Afdeling LS, Transvaal, groot 952 vierkante meter, gehou kragtens Akte van Transport T90848/93 (beter bekend as Blauwbergstraat 18A, Ladanna, Pietersburg).

Besonderhede word nie gewaarborg nie.

'n Woonhuis met steenmure, sinkdak, vloere van mat, teëls en graniet, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, opwaskamer, drie slaapkamers, badkamer, toilet met stort en aparte toilet.

Buitegeboue: Enkelmotorhuis en toilet.

Besigtig voorwaardes by die kantore van die Balju, Pieterburg, Bokstraat 56A, Pietersburg.

Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. Mej Kriel.)

Case 6156/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Henry Steven Rothman,** First Defendant, and **Patricia Rothman,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 9 September 1994 at 10:00, in front of the Magistrate's Court, President Kruger Street, Middelburg, Transvaal:

Erf 2227, Middelburg Extension 8 Township, Registration Division JS, Transvaal, measuring 1 985 square metres, held by the First and Second Defendants, under Deed of Transfer T90603/1992, situated at 41 Jan van Riebeeck Street, Middelburg.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of four bedrooms, dressing-room, hand wash basin, toilet and shower, bathroom, toilet and hand wash basin, two toilets with hand wish basins and showers. Entrance hall, lounge, dining-room, family room, kitchen and laundry/scullery. Outbuildings consisting of three garages and carport. Servants' quarters, toilet, bath and hand wash basin. Brick paving and brick fences.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

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

F. A. Gerber for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T.401237/as.)

Saak 2050/92

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **Johannes Jacobus Roos,** Eiser, en **Philip Makwela,** Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 3 September 1992, van die Landdroshof, vir die distrik Letaba, die hiernagemelde eiendom deur die Balju vir die Landdroshof, Tzaneen, in eksekusie verkoop word op 7 September 1994 om 14:00, te Magistraatskantoor, Lenyenye, aan die hoogste bieder in kontant:

Standplaas 856, Lenyenye, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Landdroshof, Tzaneen, distrik Letaba/Bolebedu/Naphuno, ter insae lê en behels onder anderre die volgende:

Die verkoping is onderhewig aan die volgende voorwaardes:

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

2. Die koper sal verantwoordelik wees vir die betaling aan die Eiser van rente teen 15% (vyftien persent) per jaar op die balans van die koopsom vanaf datum van verkoop tot datum van registrasie.

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 'n bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs.

4. 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, Tzaneen/Letaba, distrik Bolebedu/Naphuno.

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

Aldus gedoen en geteken te Tzaneen op hierdie 4de dag van Augustus 1994.

Miller-Van Aswegen, Eerste Verdieping, Morgan-gebou, Morganstraat 10, Tzaneen, 0850. [Tel. (0152) 307-1333/43.] (Verw. mnr. Miller/138.)

Saak 112/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Eerste Nasionale Bank,** Vonnisskuldeiser, en **D. J Nortje,** Vonnisskuldenaar

Ingevolge uitspraak van die Hof, en lasbrief gedateer 7 Julie 1994, sal die ondergemelde eiendom per publieke veiling verkoop word in eksekusie aan die hoogste bieder voor die Landdroskantoor, Zeerust, op 2 September 1994 om 10:00, naamlik:

Erf 754, Zeerust, Registrasieafdeling JP, Transvaal, ook bekend as Bergstraat 11A, Zeerust, waarop opgerig is 'n woonhuis van baksteenmure onder 'n sinkdak met buitegeboue, geen waarborge betreffende verbeterings word gegee nie en die verkoping is voetstoots.

Verkoopvoorwaardes: R5 000 kontant op die dag van verkoop, en die balans teen registrasie van transport, verseker deur 'n goedgekeurde bank- of bougenootskapwaarborg gelewer te word binne 14 dae na dag van verkoping. Koper moet transportkostes, hereregte of Belasting op Toegevoegde Waarde na gelang wat van toepassing is, en alle belastings betaal en die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige verkoopvoorwaardes kan gedurende kantoorure by die kantoor van die Balju, hoek van President- en Piet Retiefstraat, Zeerust, nagegaan word sowel as by die ondergetekende.

Gedateer te Zeerust op hierdie 29ste dag van Julie 1994.

Van der Merwe & Calitz, Prokureurs vir Eiser, Kerkstraat 39B, Posbus 53, Zeerust.

Saak 67/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **B & C Timber BK,** Vonnisskuldeiser, en **S. J. S. Holtzhausen,** Vonnisskuldenaar

Ingevolge uitspraak van die Hof, en lasbrief gedateer 4 Julie 1994, sal die ondergemelde eiendom per publieke veiling verkoop word in eksekusie aan die hoogste bieder voor die Landdroskantoor, Zeerust, op 2 September 1994 om 10:00, naamlik:

R/G Erf 605, Registrasieafdeling JP, Transvaal, ook bekend as Joubertstraat 28B, Zeerust, waarop opgerig is 'n woonhuis van baksteenmure onder 'n sinkdak met buitegeboue, geen waarborg betreffende verbeterings word gegee nie en die verkoping is voetstoots.

Verkoopvoorwaardes: R5 000 kontant op die dag van verkoop, en die balans teen registrasie van transport, verseker deur 'n goedgekeurde bank- of bougenootskapwaarborg gelewer te word binne 14 dae na dag van verkoping. Koper moet transportkostes, hereregte of Belasting op Toegevoegde Waarde na gelang wat van toepassing is, en alle belastings betaal en die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige verkoopvoorwaardes kan gedurende kantoorure by die kantoor van die Balju, hoek van President- en Piet Retiefstraat, Zeerust, nagegaan word sowel as by die ondergetekende.

Gedateer te Zeertust hierdie 28ste dag van Julie 1994.

Van der Merwe & Calitz, Prokureurs vir Eiser, Kerkstraat 39B, Posbus 53, Zeerust.

Saak 2282/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. Msimango,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 20 Junie 1994 toegestaan is, op 2 September 1994 om 10:00, te die Landdroskatoor, Witbank, in eksekusie verkoop sal word ooreenkoms die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1670, KwaGuqa-uitbreiding 4, Registrasieafdeling JS, Transvaal, groot 200 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TE82965/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 2de dag van Augustus 1994.

Zak Ferreira Ing., Prokureurs vir die Eksekusieskuldeiser, Northey Forum, Northeystraat; Posbus 2799, Witbank, 1035. (Verw. IPF/mev. Pieterse.)

Case 10892/92

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

In the matter between **Mercantile Bank Limited,** Execution Creditor, and **Magdeling Martha Mokoena,** Execution Debtor

Take notice that in pursuance of a judgment of the above Honourable Court in the above case on 17 June 1992 and in execution of a warrant of execution of immovable property, the following property will be sold by the Sheriff of the Magistrate's Court, Soshanguve for the District of Mamelodi-West, Pretoria, on Friday, 9 September 1994 at 11:00, at the office of the Sheriff for Soshanguve, Portion 83, De Onderstepoort, old Warmbaths Road, without a reserve price:

Certain Erf 796, Mamelodi Township, Registration Division JR, Transvaal, measuring 296 (two hundred and ninety-six) square metres, held under Deed of Transfer TL75507/1990.

The property is situated at 796 Block C, Mamelodi West, Pretoria, and is a dwelling consisting of two bedrooms, kitchen, dining-room and outside toilet.

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

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

1.2 Sheriff's fees in the amount of 5% (five per centum) of the first R20 000 (twenty thousand rand) and 3% (three per centum) thereafter up to a maximum amount of R6 000 (six thousand rand), subject to a minimum of R200 (two hundred rand).

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

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

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

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

The said property will be sold on the conditions read by the Sheriff at the sale, which conditions can be inspected at the office of the Sheriff, Soshanguve, Portion 83, De Onderstepoort, old Warmbaths Road or at the offices of the attorneys acting for the Execution Creditor Smit Hauptfleisch & Partners, First Floor, North State Building, 95 Market Street, corner of Kruis Street, Johannesburg.

Signed at Johannesburg on this the 20th day of July 1994.

M. de Bruin, for Smit Hauptfleisch & Partners, First Floor, North State Building, 95 Market Street, corner of Kruis Street; P.O. Box 1183, Johannesburg. (Tel. 333-8541.) (Ref. M. de Bruin/ls/21891.)

Case 325/94

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Mr Maimane Sello, Michael,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 9 February 1994, issued by the Court at Roodepoort, the following property will be sold in execution by the Sheriff of the Court, at the office of the Sheriff of the Court, 182 Progress Road, Technikon, Roodepoort, to the highest bidder on 9 September 1994 at 10:00:

Certain Erf 305, Dobsonville Gardens, situated in the Township of Dobsonville Gardens, Roodepoort, Registration Division IQ, Transvaal, measuring 253 square metres held under Certificate of Registered Grant of Leasehold TL4730/1993 (known as 305 Dobsonville Gardens, Dobsonville, Roodepoort).

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: A single-storey residence, consisting of lounge/dining-room, three bedrooms, kitchen and bathroom.

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

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

Dated at Johannesburg on this the 20th day of July 194.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N196.)

Case 32828/94
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Mr Joubert, Johannes Stephanus Bernardes,** First Judgment Debtor, and **Mrs Joubert, Gertrude, Catherine,** Second Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 3 June 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Magistrate's Court-house, Fox Street-entrance, Johannesburg, to the highest bidder, on 23 September 1994 at 10:00:

Certain Erf 617, Forest Hill, situated in the Township of Forest Hill, Registration Division IR, Transvaal, measuring 495 square metres, held under Deed of Transfer T49275/1993 (known as 15 Club Street, Forest Hill, Johannesburg).

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: A single storey residence, brick plaster, tiled roof, consisting of lounge, dining-room, three bedrooms, m.e.s., second bedroom and modern fitted kitchen.

Outbuildings consisting of single garage, workshop, staff room, w.c., under brick and plaster with iron roof.

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

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

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N242.)

Saak 8835/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Mary Reynolds Agency Services (Pty) Limited,** trading as Reynolds Express Travel, Eksekusieskuldeiser, en **Dawn Currie,** trading as Chrcoal for Africa, Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 15 April 1994 en daaropvolgende lasbrief vir eksekusie die hiernagenoemde eiendom op Vrydag, 2 September 1994 om 15:00, geregtelik verkoop sal word, te die Balju vir die Landdroshof, Vierde Straat 66, Springs, naamlik:

Erf 18, Wright Park, Springs-dorpsgebied, geleë te Meterrylaan 3, Wright Park, Springs, gehou kragtens Transportakte T25101/86.

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

1. 10% (tien persent) van die koopsom op datum van veiling.

2. Balans koopsom, plus rente binne 14 dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Springs op hede hierdie 15de dag van Julie 1994.

A. C. Kruger & Van der Westhuizen, Prokureurs vir Eksekusieskuldeiser, Agtste Straat 23, Posbus 930, Springs. (Tel. 362-6624/5/6/7.)

Saak 7019/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp,** Eiser, en **Johannes Stephanus Swart,** Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 9 September 1994 om 10:00:

Erf 418, geleë in die dorp Ellaton (bekend as Fullerstraat 13), Registrasieafdeling IP, Transvekend as Fullerstraat 13), Registrasieafdeling IP, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T17835/86.

Bestaande uit enkelverdiepinghuis, sitkamer, eetkamer, drie slaapkamers, badkamer met toilet, kombuis met opwas, motorhuis en bediendekamer.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp en van die vernaamste voorwaardes van die verkoping is:

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

2. Die balans koopprys met rente daarop teen 18,5% (agtien komma vyf persent) per jaar, moet gewaarborg word binne 14 (veet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouvereniging-waarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 25ste dag van Julie 1994.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. Lindemann/mej. Enever/MS/ZS4676.)

Case 2324/92

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 **Lendrum, Hugh Carson (Mr),** Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 5 June 1992 and a writ of execution dated 6 July 1994, the following will be sold in execution without reserve to the highest bidder on 2 September 1994 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoort Street, Boksburg:

Certain Remaining Extent of Erf 169, Witfield Township, Registration Division IR, Transvaal, measuring 1 554 (one thousand five hundred and fifty-four) square metres, held by the mortgagor under Deed of Transfer T17133/1977, situated at 16 Lincoln Street, Witfield, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms of conditions:

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance within 14 (fourteen) days shall be paid or 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 28th day of July 1994.

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

Saak 14114/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Susanna Johanna Swanepoel,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 5 Oktober 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Brits, op 9 September 1994 om 08:30, te Baljukantoor, Kamer 4, Theogebou, Murraylaan 42, Brits, verkoop:

Sekere Erf 62, in die dorp Melodie, Registrasieafdeling JQ, Transvaal, met straatadres bekend as Sycomorestraat 62, hoek van Appelblaar en Sycamorestraat, Melodie, groot 1 021 (eenduisend een-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit/eetkamer, twee slaapkamers, badkamer/wk, kombuis en motorafdak.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallinge erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Kamer 4, Theogebou, Murraylaan 42, Brits.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0062).]

Saak 8690/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **A. M. Labuschagne (Edms.) Bpk.,** Eiser, en **H. J. Visser,** Verweerder

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief, gedateer 23 Maart 1994, sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word te die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, op 9 September 1994 om 10:00, aan die hoogste bieder:

Erf 1092, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter.

Beweerde verbeterings: Die eiendom is verbeter met 'n woonhuis.

Verkoopvoorwaardes:

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

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 16,25% (sestien komma twee vyf 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.

4. 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, Wolmaransstraat 86, Potchefstroom.

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

Aldus gedoen en geteken te Potchefstroom op hierdie 11de dag van Julie 1994.

A. H. J. Huisamen, vir Huisamen-Ras, Royalgebou, Lombardstraat 14, Posbus 15, Potchefstroom, 2520. (Verw. A. H. J. Huisamen/eg.)

Saak 1355/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Pono Joseph Leseisane,** Eerste Verweerder, en **Matsietsi Elizabeth Leseisane,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 7 Julie 1994, sal die ondervermelde eiendom op Vrydag, 9 September 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 279, Jouberton-uitbreiding 1-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 394 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

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

'n Enkelverdiepingwoning bestaande uit vier slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer.

Buitegeboue: Drie motorafdakke en bediendekwartiere.

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

Gedateer te Klerksdorp op hierdie 21ste dag van Julie 1994.

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

Case 66848/92

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mr Graciano Alberto da Cunha Pereira,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 12 August 1992, and a warrant of execution dated 9 September 1992, the undermentioned immovable property will be sold in execution by public auction to the highest bidder, on 23 September 1994 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg:

Certain Erf 359, Mulbarton Township, Registration Division IR, Transvaal, situation 94 True North Road, Mulbarton, Johannesburg.

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

Improvements: A dwelling of brick and plaster consisting of a lounge, kitchen, four bedrooms, dining-room, scullery and two bathrooms.

Outbuildings: A servant's room with a toilet, shower and double garage.

Area 988 square metres.

Property's held under Deed of Transfer T10648/79.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR1327/Coll/PM/LR.)

Saak 32312/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Sebake, Thedimogane Edward,** 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 Progressweg 182, Technikon, distrik Roodepoort op 9 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 Roodepoort voor die verkoping ter insae sal lê:

Sekere Erf 1690, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 351 (driehonderd een-en-vyftig) vierkante meter.

Verbeterings (nie gewaarborg nie): Drie slaapkamer, eetkamer, badkamer, kombuis en gang.

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

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

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

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/mev. Bowden/Z10420.)

Case 13383/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hezette van der Watt,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 16 August 1993, the undermentioned property will be sold in execution, on Wednesday, 7 September 1994 at 10:00, at the offices of the Sheriff Pretoria South, 142 Struben Street, Pretoria, to the highest bidder:

Erf 434, situated in the Township of Pierre van Ryneveld, Registration Division JR, Transvaal, measuring 1 195 square metres, held by the Defendant under Deed of Transfer T59997/90, also known as 12 Kittyhawk Street, Pierre van Ryneveld-park.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed:

A house comprising four bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, study, jacuzzi, two garages and three servants' quarters.

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

Signed at Pretoria on this 20th day of July 1994.

M. S. L. Coetzee, for Findlay & Niemeyer Inc., Attorneys for Plaintiff, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee/eb/X43.)

Saak 201/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Zithobeni Dorpskomitee,** Eksekusieskuldeiser, en **H. Nchabeleng,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 19 Maart 1993, toegestaan is, op 9 September 1994 om 12:00, te die betrokke perseel, naamlik Landdroskantoor Bronkhorst-spruit in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju kantoor, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 671, Zithobeni, Registrasieafdeling JR, Transvaal, groot 273 vierkante meter, gehou deur die Eksekusieskuldeiser Huurpag TL27154/90.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 26ste van Julie 1994.

Geo Kilian, Prokureurs vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 2-2911/2.] (Verw. mev. Swart/ZIT/130.)

Saak 1259/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **Oupa Charles Ntsumele,** Eerste Verweerder, en **Mapeu Elizabeth Ntsumele,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 9 September 1994 om 11:00 te kantoor van die Balju, Pretoria-Noord, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 2143, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve gehou kragtens Akte van Transport van Huurpag T35730/92, grootte 374 (driehonderd vier-en-sewentig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 27ste dag van Julie 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/167/EJ.)

Saak 1256/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **Ralechikinya Andrew Madisha,** Eerste Verweerder, en **Badi Violet Madisha,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 9 September 1994 om 11:00 te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 2296, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve gehou kragtens Akte van Transport van Huurpag 3072/90, grootte 375 (driehonderd vyf-en-sewentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sement woonhuis onder sinkdak bestaande uit sitkamer, kombuis en drie slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-noord hierdie 27ste dag van Julie 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/163/EJ.)

Case 33155/93
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nannen: Ashim Kumar,** 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, 8 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 2673, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, area 496 (four hundred and ninety-six) square metres, situated at 52 Honeysuckle Avenue, Lenasia Extension 2, Johannesburg.

Improvements (not guranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, garage, servants' quarters, servant's toilet and bathroom 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 exceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this 26th 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. ForeclosureN5:NT396.)

Case 6557/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Celestino Ferreira da Costa Laranjo,** First Defendant, and **Jorge Manuel Paiva Costa Laranjo,** Second Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erven 934, 935 and 936, Dawn Park Extension 2, Registration Division IR, Transvaal, situated at 125, 127 and 129 West Central Road, Dawn Central Road, Dawn Park, Boksburg.

Improvements: Detached single storey brick residence consisting of vacant stands.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01491.)

Case 1280/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Mfana Johannes Mokoena,** First Defendant, and **Esther Velaphi Mokoena,** Second Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution, on 7 September 1994 at 09:15, or as soon as possible thereafter at the office of the Magistrate Lydenburg, to the highest bidder:

Erf 1442, Masising Township, Registration Division JT, Transvaal, measuring 278 (two seven eight) square metres.

Improvements reported (which are not warranted to be correct and are not guaranteed): Dwelling-house and outbuildings.

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder, without reserve.

2. The further conditions of sale are set out in a proposed deed of sale which is open for inspection during normal office hours at the office of the Sheriff, Lydenburg and at the offices of the undermentioned.

Dated at Nelspruit this 26th day of July 1994.

Van Rensburg & Partners, Plaintiff's Attorneys, Second Floor, Perm Building, Brown Street, Nelspruit.

Case 884/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Cornelius Marten Kirsten,** Defendant

In pursuance of judgment in the above Honourable Court and a warrant of execution, the following immovable property will be sold in execution, on 7 September 1994 at 09:00, at the office of the Magistrate Lydenburg, to the highest bidder:

Portion 35 (a portion of Portion 2) of Erf 1205, situated in the Township of Lydenburg, measuring 1 300 (one three nought nought) square metres.

Improvements reported (which are not warranted to be correct and are not guaranteed): Dwelling-house and outbuildings.

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder, without reserve.

2. The further conditions of sale are set out in a proposed deed of sale which is open for inspection during normal office hours at the office of the Sheriff, Lydenburg and at the offices of the undermentioned.

Dated at Nelspruit this 25th day of July 1994.

Van Rensburg & Partners, Plaintiff's Attorneys, Second Floor, Perm Building, Brown Street, Nelspruit.

Case 2240/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Eudora Birthmay Kela,** Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 306, Vosloorus Extension 7, Registration Division IR, Transvaal, situated at 306 Vosloorus Extension 7, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H0767.)

Saak 23617/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Ruben Regspersoon,** Eiser, en **Mnr. I. T. du Preez,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 3 Junie 1994 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op 7 September 1994 om 10:00, te Strubenstraat 142, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing:* Eenheid 28, geleë te Erf 499, van die skema bekend as Ruben, Skema SS307/84, groot 84 vierkante meter onder geregistreerde Titel ST28030/1986.

(b) *Straatadres:* Rubenwoonstelle 407, Jasmynlaan 517, Silverton, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Tweeslaapkamerwoonstel, badkamer en toilet, aparte toilet, sit- en eetkamer, kombuis en onderdakparkering. Gebou met sement en stene.

2. *Verkoopvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria asook te die Landdroshof, Pretoria, Pretoriusstraat, Pretoria en sal deur die Balju voor die verkoping uitgelees word.

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

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

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/5225.)

Case 10264/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Henry Lungile Ndlovu,** 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 19 August 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 19954, situated in the Township of Mamelodi, Registration Division JR, Transvaal, area 200 (two hundred) square metres, situated at Site 19954, Mamelodi.

Improvements (not guaranteed): Lounge, dining-room, kitchen, 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 and thereafter 3% (three per cent), to a maximum fee of R6 000 and a minimum of R100.

Dated at Pretoria on this the 30th day of June 1994.

M. J. Letoaba, for Matlala Incorporated, Second Floor, Provincial House, 32 Van der Walt Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. Docex 70. [Tel. (012) 326-8923/4/5.] [Fax (012) 323-7431.] (Ref. MJL/jm/L6595.)

Case 8890/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Adam Tshenyegelo Manchidi,** First Defendant, and **Sophy Josephine Manchidi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suite, a sale will be held by the Sheriff of Brits on Friday, 9 September 1994 at 08:30 at the Sheriff's Office, Theo Building, Room 4, 42 Murray Avenue, Brits, of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 3089, situated in the Township of Lethlabile, Registration Division JQ, Transvaal, measuring 587 square metres, held by virtue of Deed of Grant 399/87 (T53397/92) also known as 3089 Zone 5, Lethlabile, Brits.

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

A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and separate toilet. Wire fencing.

Terms: The sale is without reserve. Deposit of 10% (ten per cent) deposit per centum of the purchase price in case on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Brits, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Theo Building, Room 4, 42 Murray Avenue, Brits.

Dated at Pretoria this 18th day of July 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/57530.)

Saak 11223/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Ramushu, L. V. P.,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 8 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: Erf 79, Meredale-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Amystraat 19, Meredale, Johannesburg, grootte 1 745 m^2 (een sewe vier vyf) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, studeerkamer, vyf slaapkamers, twee badkamers/toilet/stort, badkamer/toilet, kombuis en waskamer. *Buitegeboue:* Dubbelmotorhuis, bediendekamer en toilet. *Konstruktueer:* Baksteen met teël.

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

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

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

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8216E.)

Case 66849/92

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Graciano Alberto da Cunha Pereira,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 12 August 1992, and a warrant of execution dated 10 September 1992, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 23 September 1994 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg:

Certain: Erf 180, Glenvista Township, Registration Division IR, Transvaal, situation 1 Danny Street, Glenvista, Johannesburg.

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

Improvements: A dwelling of a combination of facebrick and brick and plaster consisting of an entrance hall, lounge, kitchen, TV-room, three bedrooms, dining-room and two bathrooms. *Outbuildings:* A servant's room, with a toilet and shower, double garage, laundry, a pool and brick paved drive-way. *Area:* 1 045 square metres.

Property's held: Under Deed of Transfer T11887/81.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffied Street, Turffontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR1326/COLL/PM/LR.)

Saak 6963/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Serame Joshua Mokalanyane,** Eerste Verweerder, en **Lydia Mokalanyane,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp en lasbrief vir eksekusie teen goed met datum 28 Junie 1994, sal die ondervermelde eiendom op Vrydag, 16 September 1994 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, 2620, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 4391, Kanana-uitbreiding 3, Registrasieafdeling IP, Transvaal, groot 184 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkeleverdiepingwoning bestaande uit twee slaapkamers, badkamer, kombuis, eetkamer en sitkamer. *Buitegeboue:* Geen.

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

Gedateer te Klerksdorp op hierdie 26ste dag van Julie 1994.

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

Saak 11595/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Tsopane Victoria Motitimi,** Eerste Verweerder, **Tsopane Victoria Motitimi,** in haar hoedanigheid as eksekutrise in die boedel van **Dikou Isaac Motitimi,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp en lasbrief vir eksekusie teen goed met datum 2 Maart 1994, sal die ondervermelde eiendom op Vrydag, 9 September 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 146, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 410 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

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

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

Buitegeboue: Twee motorafdakke.

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

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

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

Saak 964/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **Lydenburg Stadsraad,** Eksekusieskuldeiser, en **P. J. J. Venter,** Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof, Lydenburg, gedateer 30 September 19 van die Landdroshof, Lydenburg, gedateer 30 September 1993 en 'n lasbrief vir eksekusie sal die onderstaande eiendom verkoop word in eksekusie op Woensdag, 7 September 1994 om 08:00, by die Landdroskantoor, Voortrekkerstraat, Lydenburg, aan die hoogste bieër:

Erf 270, geleë in die dorpsgebied Lydenburg, Registrasieafdeling JT, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter, met straatadres Schoemanstraat 20, Lydenburg, bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers en twee badkamers, maar ten opsigte daarvan kan geen waarborg gegee word nie, gehou kragtens Akte van Transport T37483/1975.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieër sonder reserwe en sal die verkoping onderhewig wees aan artikel 66 (a) van die Landdroshofwet No. 32 van 1944, soos gewysig.

2. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).

4. Die verkoping geskied in volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Voortrekkerstraat 26, Lydenburg en te kantoor van die Eiser se Prokureur.

Geteken te Lydenburg op die 25ste dag van Julie 1994.ÎGteken te Lydenburg op die 25ste dag van Julie 1994.

J. J. Steenekamp, Prokureur vir Eksekusieskuldeiser, Lexnumerigebou, Kerkstraat 46, Posbus 237, Lydenburg, 1120. [Tel. (01323) 2175.] (Verw. mnr. Steenekamp/wa/IA0900.)

Case 964/93

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

In the matter between **Lydenburg Town Council,** Judgment Creditor, and **P. J. J. Venter,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate dated 30 September 1993 and writ of execution the following propery will be sold in execution on Wednesday, 7 September 1994 at 08:00, in front of the Magistrate's Court, Voortrekker Street, Lydenburg, to the highest bidder:

Erf 270, Lydenburg, Registration Division JT, Transvaal, measuring 2 855 (two eight five five) square metres, situated at 20 Schoeman Street, Lydenburg, held under Deed of Transfer T37483/1975.

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

Dwelling: Lounge, dining-room, kitchen, four bedrooms and two bathrooms.

The sale is subject to the following important conditions:

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

2. 10% (ten per centum) of the purchase price to be paid in cash to the Sheriff on the day of the sale and the balance plus interest against registration of the transfer to be secured by an approved bank or building society guarantee within 14 (fourteen) days.

3. The auctioneer charges, payable on the day of sale to be calculated as follows: 4% (four per centum) of the proceeds of the sale with a minimum charge of R10 (ten rand).

4. The sale is further subject to the conditions of sale which may be inspected during office hours at the office of the Sheriff, 26 Voortrekker Street, Lydenburg and at the offices of the Plaintiff's attorneys.

Dated at Lydenburg this 25th day of July 1994.

J. J. Steenekamp, Attorneys for Plaintiff, Lexnumeri Building, 40 Kerk Street, P.O. Box 237, Lydenburg, 1120. [Tel. (01323) 2175.] (Ref. Mr Steenekamp/wa/IA0900.)

Saak 2583/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Hendrik Janse van Rensburg,** Eksekusieskuldeiser, en **J. S. Greyling,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 21 September 1993 toegestaan is, op 2 September 1994 om 09:00, te die betrokke perseel, naamlik Hoewe 38, Seekoeiwater, Witbank, in eksekusie verkoop sal word ooreenkoms die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Hoewe 38, Seekoeiwater, Witbank, Registrasieafdeling JS, Transvaal, groot 2,2499 hektaar, gehou deur die Verbandgewer kragtens Akte van Transport T57531/1989.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

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

Zak Ferreira Ing., Prokureurs vir die Eksekusieskuldeiser, Northey Forum, Northeystraat; Posbus 2799, Witbank, 1035. (Verw.IPF/mev. Pieterse.)

Saak 26219/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank,** Trustbank, Eiser, en **Bartholomeus Saayman,** Eerste Verweerder, en **Lynette Dulcie Saayman,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 10 Junie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 7 September 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as 466 Bouwerstraat, Erasmia, en word omskryf as Erf 622, geleë in die dorpsgebied Erasmia, Registrasieafdeling JR, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T33806/1989.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sit-eetkamer, studeerkamer, familiekamer, drie slaapkamers, kombuis, twee badkamers, aparte toilet, motorhuis en bediende toilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 28ste dag van Julie 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T1140.)

Case 8132/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Burger: Lauwrence,** First Defendant, and **Burger: Elizabeth Hester,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 9 September 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 336, Discovery Township, Registration Division IQ, Transvaal.

Area: 1 811 (one thousand eight hundred and eleven) square metres.

Situation: 29 Bok Avenue, Discovery.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, double garage, servants' quarters with brick walls around property.

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (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 27 July 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP106.)

Case 33561/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Pietersen, Abraham Joseph,** First Defendant, and **Pietersen, Bienta 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 at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 9 September 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 675, Geluksdal Township, Registration Division IR, Transvaal, situated at 675 Lillian Avenue, Geluksdal, Brakpan, measuring 842 (eight hundred and fourty-two) square metres.

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel: 917-4631.) [Ref. Mrs Teixeira/U00061 (UB61).]

Case 6320/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Themba Abeshai Maqanda,** First Defendant, **Ntombi Roseline Maqanda,** Second Defendant

On 9 September 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of Leasehold in respect of Erf 1546, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1546 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01465.)

Case 6236/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Patrick Lucas Mnyakeni,** First Defendant, **Mabel Moitswadi Mnyakeni,** Second Defendant

On 9 September 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of Leasehold in respect of Erf 508, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 508 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01477.)

Case 5464/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **May Elcah Mabaso,** First Defendant, **Veni Hezekiel Dhlamini,** Second Defendant

On 9 September 1994 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of Leasehold in respect of Erf 16327, Vosloorus Extension 16, Registration Division IR, Transvaal, situated at 16327 Thume Street, Vosloorus Extension 16, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01412.)

Case 13468/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Belina Martha Thipe,** Defendant

Notice is hereby given that on 9 September 1994 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court on 17 June 1994, namely:

Certain: Right of leasehold in respect of Erf 4325, Duduza, Registration Division IR, Transvaal, situated at 4325 Kodisang Street, Duduza, Nigel.

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

The full conditions of sale may be inspected at the offices of the Sheriff, 69 Kerk Street, Nigel.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01439.)

Case 8848/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Luluboy Olifant,** First Defendant, and **Moreen Olifant,** Second Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Erf 218, Delmore Park Extension 2, Registration Division IR, Transvaal, situated at 10 Geelbeck Street, Delmore Park Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H565.)

Case 924/92

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

In the matter between **Natal Building Society Limited,** Plaintiff, and **Marthinus Hendrik Miny,** Defendant

Pursuant to a judgment granted by the above Honourable Court dated 24 February 1992, and a warrant of execution, undermentioned property will be sold in execution on 2 September 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 192 Wright Park, Registration Division IR, Transvaal, known as 45 Snyman Drive, Wright Park, Springs, measuring 929 (nine hundred and twenty-nine) square metres, held under Deed of Transfer T38417/1990.

Improvements: Brick building under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge/dining-room, usual outbuildings, garage and servant's room.

Terms and conditions:

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

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

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

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

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

Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. [Tel. (011) 812-2400.]

Saak 9039/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **mnr. Piet van Bekkum,** , en **Antonie Christoffel Prinsloo,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 13 Junie 1994, en 'n lasbrief vir Eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 9 September 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere: Gedeelte 64 ('n gedeelte van Gedeelte 39) van die plaas Haakdoornboom 267, Registrasieafdeling JR, Transvaal, met straatadres bekend as Plot 116, Haakdoornboom, Onderstepoort, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T76815/93.

Die beboude eiendom word beskryf as 'n Residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sitkamer, vier slaapkamers, eetkamer, badkamer, kombuis, ses toegeruste hoenderhokke en twee kuikenkamers, motorhuis, buitekamer met veiligheidsomheining en twee boorgate, twee massa voerders en motorafdak.

Die wenslike verkoopvoorwaardes is:

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Wonderboom/Soshanguve.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Wonderboom/Soshanguve.

Geteken te Pretoria hierdie 10de dag van Augustus 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9568.)

Case 10637/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Rakwena: Mbulelo Joseph,** 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, 8 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 410, Oakdene Extension 2 Township, Registration Division IR, Transvaal, area 1 015 (one thousand and fifteen) square metres, situated at 10 Roodeberg Street, Oakdene.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, double garage, swimming-pool, jacuzzi, servants' quarters, toilet with brick walls around property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other exceptable 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 (twenty thousand rand) 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 (two thousand rand) either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this the 28th 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 N5:NT373.)

Case 5533/94
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 **Schafer Gavin Lloyd,** Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Roodepoort, on 9 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 1587, situated in the Township of Wilropark Extension 5, Registration Division IQ, Transvaal, being 80 Ouklip Road, Wilro Park, Roodepoort, 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, three bedrooms, two bathrooms with outbuildings with similar construction comprising 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 27th 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/cb/S.527.)

Case 25547/93
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 **Phajane, Mpho Nathnael,** 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 1002, situated in the Township of Palm Ridge, Registration Division IR, Transvaal, being 25 Apies Doring Street, Palm Ridge, Alberton, measuring 540 (five 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 iron roof, comprising kitchen, lounge, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising carport.

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

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

Dated at Johannesburg this 28th day of 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/P.210.)

Case 34075/93
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 **Dube, Popayi Charles,** First Execution Debtor, and **Dube, Ntombizodwa,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 9 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 168, situated in the Township of Mmesi Park, Registration Division IQ, Transvaal, being 168 Mmesi Park, Dobsonville North, Roodepoort, measuring 266 (two hundred and sixty-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, 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 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/D.283.)

Saak 3451/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Die Stadsraad van Witbank,** Eksekusieskuldeiser, en **W. F. Basson NO,** Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 26 April 1994 toegestaan is, op 2 September 1994 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju, Witbank, vir 'n tydperk van 10 (tien) dae voor verkoping te wete sekere:

Erf 184, Tasbetpark, Registrasieafdeling JS, Transvaal, geleë te Sekelbosstraat 30, Tasbetpark en groot 995 (negehonderd vyf-en-negentig) vierkante meter. Onverbeterd.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

2. Die verkoopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 14 (veertien) dae vanaf datum van verkoping. Koper moet binne genoemde periode of die kontant geld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop en die Eksekusieskuldeiser sal nie verantwoordelik wees vir enige gebreke in die eiendom, waarborge of andersins.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ens., op die eiendom asook kostes aangegaan ten opsigte van die eksekusieverkoping en rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Witbank op hede die 25ste dag van Julie 1994.

H. A. Ackermann, vir Erasmus Ferreira & Ackermann, Eerste Verdieping, Athlonesentrum, hoek van Athlone- en Eadiestraat, Witbank. (Verw. mej. Meyer/gb/S1166.)

Case 2660/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Erven 1, 2 and 3, Maryvlei Vulcania Brakpan (Proprietary) Limited** (No. 87/01425/07), Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 4 July 1994, the property listed hereunder will be sold in execution on Friday, 9 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:

(1) Erf 1, Maryvlei Township, Registration Division IR, Transvaal, measuring 1 915 (one thousand nine hundred and fifteen) square metres, known as 2 Greer Street, Brakpan.

The property is zoned "Business 2" in terms of the relevant town-planning scheme.

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

(2) Erf 2, Maryvlei Township, Registration Division IR, Transvaal, measuring 2 774 (two thousand seven hundred and seventy-four) square metres, known as 4 Greer Street, Brakpan.

The property is zoned "Special" for builder's yards or purposes in the transport contracting business.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Shops. The properties will be put up for auction separately.

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 21,75% (twenty-one comme seven 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 sale may be inspected at the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 27th 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/Mrs Van Zyl.)

Saak 997/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Homes Loans (Edms.) Beperk,** Eiser, en **Buyaphi Jim Mkoneni,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 16 September 1994 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 422, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1847/89, grootte 300 (driehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 1ste dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/133/EJ.)

Saak 1260/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **Phillemon Sello Mazibuko,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 16 September 1994 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 2251, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1594/90, grootte 300 (driehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 1ste dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/168/EJ.)

Saak 7576/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Beperk,** Eiser, en **Telekelo Zaccheus Litheko,** Verweerder

Eksekusieverkoping gehou te word te Eerste Verdieping, Lastindagebou, Lisbonstraat, Evander, op 7 September 1994 om 09:15, van:

Erf 8910, Embalenhle-uitbreiding 12, Evander, Registrasieafdeling IS, Transvaal, grootte 298 m^2 (tweehonderd agt-en-negentig) vierkante meter.

Die eiendom is geleë en staan bekend as Erf 8910, Embalenhle-uitbreiding 12.

Verbeterings bestaan uit: Die huis bestaan uit 'n sitkamer, kombuis, drie slaapkamers en badkamer.

'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, Evander.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB376.)

Case 4935/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Patrick Mmbangiseni Ndong,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 8 September 1994 at 10:00, at Room 603, Olivetti House, corner of Pretorius and Schubart Streets, Pretoria:

Site 6854, Saulsville Township, Registration Division JR, Transvaal, measuring 208 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL 58427/89, situated at 6854 TV Rambau Street, Saulsville.

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

Dwelling-house consisting of two bedrooms, bathroom, toilet and wash hand basin, kitchen, slasto paving and wire fencing.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T.401228/as.)

Case 6756/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Alireza Mohsseni-Langroudi,** First Defendant, and **Jane Elizabeth Mohsseni-Langroudi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 7 September 1994 at 10:00, at 142 Struben Street, Pretoria:

Remaining extent of Erf 187, situated in Irene Township, Registration Division JR, Transvaal, measuring 2 103 square metres, held by the First and Second Defendants under Deed of Transfer T28546/93, situated at 14B King Street, Irene.

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

Dwelling-house consisting of four bedrooms, bathroom, toilet, shower, lounge, dining-room, study, kitchen and pantry. Outbuildings consisting of garage and toilet. Property is fenced with wire fencing.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T.401216/as.)

Case 11989/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Shabalala Mfanizo Berrick,** Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 28 June 1994, will be sold in execution, on Thursday, 8 September 1994 at 10:00, in front of the offices of the Sheriff of Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 6507, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, in extent 350 (three hundred and fifty) square metres, situated at 6507 Microline Street, Ennerdale Extension 8, Vereeniging.

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

Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tile.

Floor: Cement anish.

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

Outbuildings: None.

Boundary: Fenced.

Improvements: Fence.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

2th day of July 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex. DX.571.) (Ref. Mr Steyn/1084.)

Case 13718/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nsutsha: Mandla Andries,** 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, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 7 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: All the right, title and interest in the 99 year right of leasehold in respect of Erf 12361, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, area 408 (four hundred and eight) square metres, situated at Erf 12361, Kagiso Extension 6 Township.

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

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

Dated at Johannesburg on this the 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. ForeclosuresZ45.)

Case 02832/92
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eastern Province Building Society,** Execution Creditor, and **Viviers, Joseph Raymond,** First Execution Debtor, and **Viviers, Priscilla,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Brakpan, on 9 September 1994 at 11:00, at 439 Prince George Avenue, Brakpan, 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 holding 550 Withok Estates, Registration Division IR, Transvaal, measuring 3,3783 (three comma three seven eight three) hectares held under Deed of Transfer T15244/1977, situated at 550 Withok, Brakpan.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single-storey dwelling with iron roof and comprising lounge, dining-room, family room, kitchen, three bedrooms, bathroom and m.e.s.

Separate flat with iron roof and comprising lounge, kitchen, two bedrooms, bathroom, shower and w.c. *Outbuildings:* Store-room and swimming-pool.

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

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

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

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. 29-0274.) (Ref. P. Sapire/Garth Hulley/E191.)

Case 4802/93

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

In the matter between **John Chauke,** Plaintiff, and **Sesi Selinah Nkosi,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 6 January 1994, the property listed hereunder will be sold in execution on Wednesday, 7 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 8707, Daveyton Extension 2, measuring 321 m^2, known as Stand 71161 Mayekiso Street, Daveyton Extension 2 (hereinafter referred to as the property).

No warranty or undertaking is given in relation to the nature of the improvements caused on the property.

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 15,5% (fifteen comma five per cent) per annum on the preferent creditor's claims which will include the execution creditor's claim.

5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser 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 27th day of July 1994.

Sishi, Twala & Partners, Execution Creditor's Attorneys, Fourth Floor, S. A. Perm Building, 47 Princes Avenue, P.O. Box 1962, Benoni, 1500. (Tel. 421-0504/5.) (Ref. AM/ss/C19.)

Case 9105/93

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

In the matter between **Mighty Green Club,** Plaintiff, and **Elizabeth Masemola,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 18 October 1993, the property listed hereunder will be sold in execution on Wednesday, 7 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 14446, Daveyton Extension 3, Registration Division IR, Transvaal, measuring 302 m^2, known as Stand 15046, Andre Crescent, Daveyton (hereinafter referred to as property).

No warrant or undertaking is given in relation to the nature of the improvements, caused on the property.

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 Value-Added Tax, 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 (ten thousand rand) or less than 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 18,5% (eighteen comma five per cent) per annum on preferent creditor's claims which 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 27th day of July 1994.

Sishi, Twala & Partners, Execution Creditor's Attorneys, Fourth Floor, SA Perm Building, 47 Princes Avenue, P.O. Box 1962, Benoni, 1500. (Tel. 421-0504/5, 422-4816.) (Ref. AM/ss/M762.)

Saak 47875/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Z. J. de Beer,** Verweerder

Erf 30, Zoekmekaar, Registrasieafdeling LS, Transvaal, groot 496 vierkante meter, geleë te Vivierstraat 30, Zoekmekaar.

T2292/1981—Eksekusieveiling voor die Raad op Plaaslike Bestuursaangeleenthede se kantore, Kerkstraat 120, Zoekmekaar, op Vrydag, 23 September 1994 om 10:00, in die voormiddag aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

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

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

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

Geteken te Pretoria op hierdie 5de dag van Augustus 1994.

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

Saak 27420/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Gerber, Dawn Ivy,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning gedateer 3 Mei 1994, sal 'n verkoping van onroerende eiendom gehou word voor die Landdroshof, President Steynstraat, Westonaria, op 9 September 1994 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Westonaria, Eerste Verdieping, Barclaysentrum, Edwardlaan, Westonaria, voor die verkoping ter insae sal lê:

Sekere: Hoewe 90, Vleikop-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,0838 hektaar, gehou kragtens Akte van Transport No. T35269/88, ook bekend as Hoewe 90, Vleikop.

Terme: Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 (twintig duisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) plus Belasting op Toegevoegde Waarde] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 4de dag van Augustus 1994.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, Budgetgebou, hoek van Loveday- en Kerkstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/JCT525.) (Balju/Afslaer Tel. 753-2015.)

Case 363/94

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

In the matter between **Avfin (Pty) Limited,** Plaintiff, and **Alan James Davenport,** Defendant

Pursuant to a judgment granted by the above Honourable Court, dated 14 February 1994, and a warrant of execution, the undermentioned property will be sold on 9 September 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 349, Bardene, Boksburg, known as 77 Leith Road, Bardene, Boksburg, measuring 900 square metres, held under Deed of Transfer T24919/1983.

Improvements: Single storey dwelling with tiled roof consisting three bedrooms, two bathrooms, lounge, dining-room, kitchen, garage with swimming-pool (to the best of our knowledge and information).

Terms and conditions:

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

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

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

4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

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

J. Matthee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref: COLL/AM/DC2/lo.)

Case 11062/93

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

In the matter between **Germiston City Council,** Plaintiff, and **Blithe Properties (Pty) Limited,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution the property listed herein will be sold in execution on Monday, 5 September 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, 74 Joubert Street, Germiston South, to the highest bidder:

Erf 124, Germiston Township, Registration Division IR, Transvaal, measuring 800 (eight hundred) square metres, situated at 4 Olivia Livanos Avenue, Germiston.

Improvements: Residential dwelling.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

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

Dated on this the 3rd day of August 1994.

Maddern, for Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. Mr Maddern/mr/38268.)

Case 10000/90

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

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited), Reg. No. 87/01384/06, and **Kgashane Esrom Malatji,** First Judgment Debtor, and **Selloane Lucia Malatji,** Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Germiston, District of Germiston, and writ of execution the property listed hereunder which was attached on 10 September 1993, will be sold in execution on Wednesday, 7 September 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 2650, situated in the Township of Spruitview, Registration Division IR, Transvaal, in extent 340 (three hundred and forty) square metres, situated at 2650 Spruitview.

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

Residence: Single storey, built of brick and painted plaster and under pitched tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, 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 for the Magistrate's Court, Alberton, Johriahof, 4 Du Plessis Road, Florentia, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Germiston on this the 4th day of August 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Tel. 825-8027.) (Ref. Mr De Vos/WB.)

Case 13412/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Bila: Sikheto George,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 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, Johannesburg, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4887, in the Township of Chiawelo Extension 2, Registration Division IQ, Transvaal, in extent 309 (three hundred and nine) square metres, situated at 4887 Chiawelo Extension 2, Soweto.

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, two bedrooms, bathroom and w.c. *Outbuildings:* 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 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 4th 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/MN6600.)

Saak 1086/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Edward Nkwebe Lepheana,** Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum van 23 April 1991, sal die ondervermelde eiendom geregtelik verkoop word op 9 September 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 5733, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 248, vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL44901/1990, bekend as Erf 5733, Mohlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n asbesdak wat bestaan uit twee slaapkamers, badkamer, kombuis en sitkamer. Die erf is omhein met draad.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportskoste, 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 & Wigill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N197.)

Saak 937/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **J. P. Etsebeth,** Eiser, en **D. W. Spies,** Verweerderes

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Nigel, gehou te Nigel in bogemelde saak, sal 'n verkoping deur die Balju, Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel, op Vrydag, 30 September 1994 om 09:00, van die ondervermelde eiendom van die Verweerderes op die voorwaardes wat deur die vendusieafslaer gelees sal word, ten tye van die verkoping, en welke voorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, voor die verkoping ter insae sal lê:

Sekere Erf 669, geleë in die dorpsgebied, Noycedale, Registrasieafdeling IR, Transvaal, geleë te Reitzstraat 34, Noycedale, Nigel.

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

Steenhuis met sinkdak bestaande uit kombuis met ingeboude kaste, sitkamer, drie slaapkamers, badkamer/toilet, buitekamer met toilet, volvloermatte en betonomheining.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport.

Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 dae na datum van verkoping aan die Balju verskaf word.

Aldus gedoen en geteken te Nigel op hierdie 3de dag van Augustus 1994.

L. Etsebeth, vir Lockett & Etsebeth, Plesamgebou, Tweedelaan, Posbus 99, Nigel, 1490. (Verw. mev. V. Rensburg E226.)

Saak 48/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Stadsraad van Lichtenburg,** Eiser, en **Jacobs, E. E.,** Eerste Verweerder, en **Jacobs, J. E.,** Tweede Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 21 April 1993, sal die volgende eiendom te Eerste Laan 32B, Kieserville, Lichtenburg, per publieke veiling verkoop word op 16 September 1994 om 10:00:

Gedeelte 5 van Erf 466, geleë in die dorp Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T84201/88, synde 'n erf van 1 000 vierkante meter.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 29ste dag van Julie 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S117/mdk.)

Case 8011/92

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

In the matter between **The Town Council of Springs,** Plaintiff, and **Mr D. B. Toerien,** Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 2 September 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 48, Daggafontein Extension 1, Registration Division IR, Transvaal, measuring 1 475 (one thousand four hundred and seventy-five) square metres, also known as 3 Barbe Road, Daggafontein, Springs.

Description of property: Brick building, iron roof, lounge, dining-room, kitchen, bathroom, three bedrooms, garage and servants' quarters with toilet.

Conditions:

The sale will be subject to payment of 10% (ten per cent) of the purchase price on the date of sale and a bank or building society-guaranteed cheque to be furnished within fourteen (14) days of date hereof, securing payment of the balance. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

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

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street; P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. JD/EN/S00693.)

Saak 4757/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eksekusieskuldeiser, en **P. M. van Loggerenberg,** en **J. M. S. van Loggerenberg,** Eksekusieskuldenaars

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 4 Julie 1994, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 2 September 1994 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Vereeniging, Registrasieafdeling IQ, Transvaal, synde Resterende Gedeelte van Erf 751, groot 991 (nege nege een) vierkante meter, drieslaapkamerhuis met enkelgarage. Die straatadres van die eiendom is Victoriastraat 50, Vereeniging.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 3de dag van Augustus 1994.

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

Saak 5238/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk** (Registrasie No. 87/01384/06), Eiser, en **W. J. du Plessis,** Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 30 Junie 1994 uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom, naamlik:

Hoewe 139, geleë te Dalmada-landbouhoewes, Registrasieafdeling LS, Transvaal. Onverbeterde eiendom verkoop sal word in eksekusie deur die Afslaer voor Hoewe 139, geleë te Dalmada-landbouhoewes, Registrasieafdeling LS, Transvaal, op 2 September 1994 om 10:00.

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

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landroshof of afslaer binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

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

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

Geteken te Pietersburg.

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Landdros Maréstraat 53, Posbus 181, Pietersburg, 0700.

Saak 1497/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

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

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 15 Februarie 1994, sal die ondervermelde eiendom op 1 September 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Restant van Erf 66, Kliprivier, Registrasieafdeling IQ, Transvaal, groot 1 840 (een agt vier nul) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.

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

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

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

Privaat woonhuis met buitegeboue.

Aldus gedoen en geteken te Meyerton op hede die 20ste dag van Julie 1994.

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

Case 8072/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Stuart Speirs,** First Defendant, and **Louisa Alice Speirs,** Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, 2 North View, 45 Richards Drive, Halfway House, on Wednesday, 14 September 1994 at 14:30:

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 189, Vorna Valley Township, Registration Division IR, Transvaal, measuring 1 292 square metres, held under Deed of Transfer T29033/93, known as 189 Andre Brink Street, Vorna Valley.

Improvements: Three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room, garage and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1444.)

Saak 810/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Stadsraad van Westonaria,** Eiser, en **W. J. Mostert,** Verweerder

Ingevolge vonnis in die Landdroshof, Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping gedateer 22 Junie 1994, sal die ondervermelde eiendom op 23 September 1994 om 10:00, voor die Landdroshof, Westonaria, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 928, Westonaria-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 994 vierkante meter, onder Transportakte T22075/1989, ook bekend as Pakemanstraat 10, Westonaria, tesame met die volgende verbeterings daarop: 'n Gebou van steen onder sink bestaande onder andere uit die volgende (ten opsigte waarvan geen waarborg gegee word nie):

(a) Vyf winkels (waarvan een as tweede handse motorhandelaar gebruik word);

(b) motorafdakke vir ± 20 motorvoertuie;

(c) toilette ens.; en

(d) 'n werkswinkel.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe en aan die hoogste bieder en die verkoping sal onderworpe wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelakte in so ver dit toepaslik is.

2. Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 15,5% (vyftien komma vyf persent) per jaar tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

3. Volle besonderhede van die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju te Westonaria en sal deur hom uitgelees word by die aanvang van die verkoping.

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggstraat 88, Westonaria. (Tel. 753-1188/9/0.) (Verw. APW/GD/Z04289/W3718.)

Case 5082/93

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

In the matter between **Standard Bank of S A Ltd**, Plaintiff, and **Frederick Coenraad van der Merwe,** Defendant

On 23 September 1994 at 15:00, the undermentioned property will be sold in execution at the Sheriff's Office, 56 Fourth Street, Springs, to the highest bidder:

Certain Portion 3 of Erf 646, Modder East, held under Deed of Transfer T48234/1991, Registration Division IR, Transvaal, situated at Erf 646, Modder East.

Improvements: Tiled roof, plastered walls, kitchen, dining-room, three bedrooms, lounge, kitchen, bathroom, two outside rooms, garage, carport and swimming-pool.

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

2. The purchaser shall pay 10% (ten per cent) of the price plus 4% (four per cent) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

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

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

Dated at Benoni on this the 4th day of August 1994.

R. W. Wesemann, for I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. EW:V48.)

Case 5832/93

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

In the matter between **First National Bank of S A**, trading as Wesbank, Plaintiff, and **Mrs J. Philar,** Defendant

On 7 September 1994 at 11:00, the undermentioned property will be sold in execution at front of Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Stand 68, New Modder, held under Deed of Transfer T30766/90, Registration Division IR, Transvaal, situated at 2 Unity Street, New Modder, Benoni.

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

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

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

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

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

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

Dated at Benoni on this the 4th day of August 1994.

R. W. Wesemann, for I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. EW:P29.)

Saak 2314/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (51/00009/06), Eiser, en **Teboho Abram Mofubetsoane,** Eerste Verweerder, en **Matshidiso Augustine Mofubetsoane,** Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 18 April 1994, die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 2 September 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 798, in die dorpsgebied Sebokeng Eenheid 6-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 314 (driehonderd en veertien) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborge gegee word nie:

Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Gedateer te Vanderbijlpark op hede die 4de dag van Augustus 1994.

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

Case 2461/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Lesley Sipho Masilela,** Defendant

On Wednesday, 7 September 1994 at 10:00, a public auction will be held at the offices of the Sheriff, Magistrate's Court, Alberton, at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Sheriff of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in the leasehold in respect of the property known as:

Certain Site 914, Siluma View Township, Registration Division IR, Transvaal, situated at Site 914, Siluma View, Katlehong, measuring 247 (two hundred and forty-seven) square metres, held under Certificate of Registered Grant of Leasehold TL31245/93.

Improvements: The property consists of lounge, kitchen, two bedrooms, bathroom and a toilet (not warranted or guaranteed).

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrate's Court Act, 1944 and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the Mortgage Bond over the property held by the Plaintiff who was 15,25% (fifteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission and immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

L. C. Mansfield, for Badenhorst-Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450; P.O. Box 136130, Alberton North, 1456. (Tel. 907-2121/2.) (Fax. 907-2175.) (Ref. LCM/sj/F99/94.).

Case 2826/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Gabriel Mokoena,** First Defendant, and **Queenet Mokoena,** Second Defendant

On Wednesday, 7 September 1994 at 10:00, a public auction will be held at the offices of the Sheriff, Magistrate's Court, Alberton, at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Sheriff of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell the property known as:

Certain Site 928, Siluma View Township, Registration Division IR, Transvaal, situated at Site 928, Siluma View, Katlehong, measuring 268 (two hundred and sixty-eight) square metres, held under Certificate of Registered Grant of Leasehold TL31247/93.

Improvements: The property consists of lounge, kitchen, three bedrooms, bathroom and toilet (not warranted or guaranteed).

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrate's Court Act, 1944 and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the Mortgage Bond over the property held by the Plaintiff who was 15,25% (fifteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission and immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

L. C. Mansfield, for Badenhorst-Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450; P.O. Box 136130, Alberton North, 1456. (Tel. 907-2121/2.) (Fax. 907-2175.) (Ref. LCM/sj/F100/94.).

Saak 5827/94

IN DIE LANDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust Bank, Eiser, en **Botes Desmond Bryan** (gebore op 1946-09-28), Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Oos, te Strubenstraat 142, Pretoria, op 7 September 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Oos, te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1724, geleë in die dorpsgebied Garsfontein-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 284 (eenduisend tweehonderd vier-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T7195/1980.

Hierdie eiendom is geleë te 373 Snowy Walkerstraat.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, TV-kamer, kombuis, vier slaapkamers, twee badkamers en twee toilette, familiekamer, studeerkamer en waskamer.

Konstruksie: Baksteenwoning, komposisiebord, vinyl teëls en matte.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 29ste dag van Julie 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1184.)

Saak 18981/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Mzamane William Manganyi,** Eerste Verweerder, en **Ntlhopiseng Pauline Manganyi,** Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, op 9 September 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1708, Block BB, PB43/1989, Soshanguve, situated in the area of the Regional Representative, Development Aid, groot 236 (tweehonderd ses-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 47/91.

Hierdie eiendom is geleë te Blok BB 1708, Soshanguve, 0152.

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

Konstruksie: Baksteen onder met teëls, komposisiebord, vinyl teëls en matte en warmwatersisteem.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 4de dag van Augustus 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. M. Mare/A754.)

Saak 9964/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **André Maurice Rabé,** Eerste Verweerder, en **Lindi Rabé,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 9 September 1994 om 10:00, deur die Balju vir die Hooggeregshof, Middelburg, gehou voor die Landdroskantore, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieder:

Gedeelte 1 van Erf 420, Middelburg-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 2 855 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T32330/1993, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Oosstraat 42, Middelburg, Transvaal.

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

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, Middelburg, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Middelburg, Auxiliumgebou, Ekstreenstraat 4A, Middelburg, Transvaal.

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

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1313/RE.)

Saak 34401/90

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Sandton Finance (Edms.) Beperk,** Vonnisskuldeiser, en **Andries Willem van Wyk,** Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 12 Julie 1990 en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju, Roodepoort, op Vrydag, 9 September 1994 om 10:00, en te die kantore van die Balju, Roodepoort, Progresslaan 182, Technikon, Roodepoort, geregtelik verkoop, sonder 'n reserweprys:

Sekere: Erf 1390, Wilropark-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Transportakte T16080/1981.

Die eiendom is geleë te Titaanlaan 9, Wilropark-dorpsgebied, Roodepoort, en is 'n woonplek bestaande uit sitkamer, eetkamer, een en 'n halwe badkamer, drie slaapkamers, kombuis en motorhuis.

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

1.1 'n Deposito van 10% (tien per centum) van die koopprys;

1.2 afslaersgelde ten bedrae van 5% (vyf per centum) op die eerste R20 000 (twintig duisend rand) en 3% (drie per centum) daarna op tot 'n maksimum bedrag van R6 000 (sesduisend rand), tot 'n minimum van R200 (tweehonderd rand).

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

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

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Roodepoort, voor en ten tye van die verkoping, te Progresslaan 182, Technikon, Roodepoort, of by die perseel van die prokureurs Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 28ste dag van Julie 1994.

M. de Bruin, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. M. de Bruin/ls/23089.)

Case 18454/93

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

In the matter between **P G Timbers (Pty) Ltd,** Plaintiff, and **Wessel Lourens Visser,** Defendant

A sale will be held on Wednesday, 7 September 1994 at 10:00, at the office of the Sheriff, 142 Struben Street, Pretoria, of Unit 3 Bosch-N-Dal, Portion 1, Erf 421, Lynnwood Ridge Extension 1, Pretoria, Registration Division JR, Transvaal, measuring 128 square metres, situated at 3 Bosch-N-Dal, 138 General Louis Botha Avenue, Lynnwood Ridge Extension 1, Pretoria:

Particulars are not guaranteed: Single storey dwelling consisting of lounge, study, kitchen, three bedrooms, two bathrooms, dining-room and double garage.

Inspect conditions of sale at the Sheriff of the Court, Pretoria East, at 142 Struben Street, Pretoria.

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

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/MN1075.)

Saak 81729/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Loucharl,** Eiser, en **John Stephen Mark Henwood,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 13 Januarie 1994, uitgereik deur die Hof te Pretoria, sal die volgende eiendom verkoop word deur die Balju, te Strubenstraat 142, Pretoria, op Woensdag, 7 September 1994 om 10:00, aan die hoogste bieër:

Deel 53, soos getoon en vollediger beskryf op Deelplan SS253/86 in die skema bekend as Loucharl ten opsigte van die grond en gebou of geboue geleë te Erf 5, Verwoerdburg-dorpsgebied, in die Plaaslike Owerheidsgebied van die Stadsraad van Verwoerdburg, groot 65 vierkante meter, gehou kragtens Akte van Transport ST38283/91, ook bekend as Loucharl 53, Rantkantsingel, Verwoerdburgstad.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word onderhewig aan die bepalings van artikel 66 van Wet No. 32 van 1944, aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

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

Twee slaapkamers, badkamer, sitkamer, eetkamer en kombuis. Mat in sitkamer, eetkamer en slaapkamers en teëls in die badkamer en kombuis.

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 4% (vier persent) per jaar sal binne 30 (dertig) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Pretoria-Suid, Edenpark, Hoewe/Plot 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria op die 9de dag van Augustus 1994.

Bloch Gross en Genote, Prokureurs vir Eiser, Sesde Verdieping, Kerkplein 28, Pretoria. (Tel. 328-3550.) (Mev. Strauch/P2076/09.)

Case 6763/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Teboho Thelma Mofokeng,** Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 225, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 225 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01509.)

Case 11250/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cindy Cynthia Msomi,** First Defendant, and **Beauty Nomsa Msomi,** Second Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 17106, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17106 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00975.)

Case C151/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NSIKAZI HELD AT KABOKWENI

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Solomon Mfanakatiwa Nkosi,** First Defendant, and **Thoko Elizabeth Nkosi,** Second Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution, on 9 September 1994 at 12:00, at the Office of the Magistrate of Kabokweni, to the highest bidder:

Erf 434, Kanyamazane, measuring 325 (three two five) square metres.

Improvements reported (which are not warranted to be correct and are not guaranteed): Dwelling-house and outbuildings.

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder, without reserve.

2. The further conditions of sale are set out in a proposed deed of sale which is open for inspection during normal office hours at the office of the Sheriff, White River and at the offices of the undermentioned.

Dated at Nelspruit this 2nd day of August 1994.

Van Rensburg & Partners, Plaintiff's Attorneys, Second Floor, Perm Building, Brown Street, Nelspruit.

Saak 51840/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **P. J. Engelbrecht,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 18 Julie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër op 20 September 1994 om 14:00:

Deel 31, soos getoon en meer volledig beskryf op Deelplan SS70/86 in die skema bekend as Berea Towers, geleë in die dorpsgebied Pretoria, in die Plaaslike Owerheid van die Stadsraad van Pretoria, groot 56 (ses-en-vyftig) vierkante meter, gehou kragtens Akte van Transport ST43748/93.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Simplekswoonstel met kombuis, sitkamer, slaapkamer en badkamer met oop balkon.

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

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

Geteken te Pretoria op hierdie 4de dag van Augustus 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR38054.)

Case 25456/93
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 **Mzangwa, Benjamin Jonas,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 15 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Holding 90, situated in the Township of Rood's Gardens Agricultural Holdings Extension 1, Registration Division IQ, Transvaal, being 7 Jack Ooster Avenue, Rood's Gardens Agricultural Holdings Extension 1, Vereeniging.

Measuring: 1,9082 (one comma nine nought eight two) hectares.

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 servant's room and store-room.

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

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

Dated at Johannesburg on this 5th 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/M713.)

Case 33420/93
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 **Lecheko Anna Mamodiehi,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Benoni, on 15 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: Erf 14615, situated in the Township of Daveyton Extension 3, Registration Division IQ, Transvaal, being 15125 Zingwa Crescent, Daveyton, Benoni.

Measuring: 302 (three hundred and two) square metres.

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

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

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

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

Dated at Johannesburg on this 5th 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/L.234/cb.)

Saak 5807/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **Macaleni Joshua Mkhwanazi,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 9 September 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 5703, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 389 (driehonderd nege-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL8065/91.

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

die wesentlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 8ste dag van Augustus 1994.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 6975/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sylvia Mahlape Tloti,** Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 865, Dawn Park Extension 2, Registration Division IR, Transvaal, situated at 7 Donnie Street, Dawn Park Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 4th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01550.)

Case 4420/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **William Bernard Mashele,** First Defendant, and **Mandafana Betty Mashele,** Second Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 44, Vosloorus Extension 4, Registration Division IR, Transvaal, situated at 44 Vosloorus Extension 4, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 4th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01377.)

Saak 10929/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Andries Johannes Jordaan,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 Julie 1994, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Middelburg, op 9 September 1994 om 10:00, voor die Landdroskantoor, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieër verkoop:

1. Erf 2247, geleë in die dorpsgebied Middelburg-uitbreiding 8, Registrasieafdeling JS, Transvaal, gehou kragtens Akte van Transport T73901/93, groot 1 984 vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Woning met ingangsportaal, sit-/eetkamer, twee studeerkamers, naaldwerkkamer, ses slaapkamers, speelkamer, familiekamer, kombuis met spens, badkamer met toilet en stort, twee toilette met storte, twee aparte toilet, twee aantrekkamers, stoorkamer, waskamer, twee bediendekamers met storte, twee toesluit garages, steenplaveisel en omhein met sementmure.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal te word by wyse van 'n bank-of bouvereningingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouvereniging-waarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof, Middelburg, Auxiliumgebou, Eksteenstraat 4A, Middelburg, Transvaal.

Geteken te Pretoria op hierdie 4de dag van Augustus 1994.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Hurter NG 108774.)

Case 057081/92
PH 274

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

In the matter between **Patric Langa and Nine Others,** Execution Creditors, and **Christopher Mthethwa,** Execution Debtor

1. The undermentioned property will be sold on 7 September 1994 at 10:00, at the Sheriff's Offices, Johriahof, 4 Du Plessis Street, Florentia, Alberton, in execution of a judgment obtained in the above matter on 20 October 1992:

Erf 726, Spruitview Extension 1 Township, Registration Division IR, Transvaal, measuring 610 (six hundred and ten) square metres, held in terms of Deed of Transfer T515/92, and situated at 726 Spruitview Extension 1 Township, Dr Motibe Drive, Spruitview; ("the property") to the highest bidder.

2. The improvements to the property consist of the following although nothing is guaranteed: Single-storey home consisting of a lounge, dining-room, kitchen, three bedrooms and two bathrooms.

3. *Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum charge of R6 000 within a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, during normal office hours.

Dated at Johannesburg on the 9th day of August 1994.

Webber Wentzel, Execution Creditor's Attorneys, First Floor, 60 Main Street, Johannesburg, 2001; P.O. Box 61771, Marshalltown, 2107. (Tel. 832-2636.) (Ref. Ms N. Sithole 195/B1/92.)

Saak 23016/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jan Oscar Fairman,** Eerste Verweerder, en **Anna Magrieta Johanna Maria Fairman,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 22 April 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid op 7 September 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Phylitelaan 68, Zwartkop-uitbreiding 8, en word omskryf as: 'n Onbeboude Erf 1656, Zwartkop-uitbreiding 8-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 389 vierkante meter.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria hierdie 5de dag van Augustus 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe.)

Saak 37274/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Willem van Milligen,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 24 Junie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 7 September 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Tallowwoodlaan 10, Heuweloord, Pretoria, en word omskryf as Erf 1156, Heuweloord-uitbreiding 2, groot 1 022 vierkante meter, gehou kragtens Akte van Transport T79696/90.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, matte, teëldak, warmwater-sisteem en enkelgarage.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju-fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Suid, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria hierdie 8ste dag van Augustus 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, V.d. Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T1200.)

Saak 6934/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Tom McMurray,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 2 Maart 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Sentraal, op 20 September 1994 om 14:00, die ondervermelde eiendom in eksekusie verkoop te NG Sinodalesentrum, Visagiestraat 234, Pretoria-Sentraal, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Caranwoonstelle 107, Eenheid 13, V.d. Waltstraat, Pretoria, en word omskryf as Deel 13, soos getoon en volledliger beskryf op Deelplan SS66/78, in die skema bekend as Caran, ten opsigte van die grond en gebou of geboue geleë te Erf 2764, Pretoria Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 77 vierkante meter groot is, gehou kragtens Akte van Transport ST10803/92.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju-fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria-Sentraal.

Geteken te Pretoria hierdie 9de dag van Augustus 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, V.d. Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T1029.)

Saak 45139/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jacobus Erasmus van Aarde,** Eerste Verweerder, en **Johanna Catharina van Aarde,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 15 Junie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Wonderboom, op 30 September 1994 om 11:00, die ondervermelde eiendom in eksekusie verkoop te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, Bon Accord), aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Bergsiringlaan 442, Magalieskruin, en word omskryf as Erf 489, Magalieskruin, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder teëldak, ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, studeerkamer, patio, volvloermatte, dubbelmotorhuis, twee motorafdakke en buite toilet. Eiendom naby skole geleë, 3 (drie) km vanaf besigheidsentrum.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju-fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Wonderboom.

Geteken te Pretoria hierdie 9de dag van Augustus 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, V.d. Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe.)

Case 02926/94
PH 140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited, and prior to that known as Nedbank Limited), Plaintiff, and **Bakewell, Stephen Godfrey,** 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 8 September 1994 at 10:00, at the offices of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, to the highest bidder:

Erf 336, Kempton Park West Township, Registration Division IR, Transvaal, in extent 663 (six hundred and sixty-three) square metres, held under Deed of Transfer T54892/1992, situated at 3 Barnes Avenue, Kempton Park West.

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

Improvements: Residential dwelling with outbuildings.

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 15,25% (fifteen comma two five per cent) 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, Kempton Park.

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

Orelowitz, Plaintiff's Attorneys, First Floor Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. N5729/Mr Orelowitz/ab.)

Case 31383/93
PH 79

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Grobler, Peter,** First Defendant, and **Grobler, Davina Gray,** 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 price will be held at the Sheriff's offices at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 6 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the above-mentioned address, prior to the sale:

Certain Erf 1938, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, measuring 1 480 (one thousand four hundred and eighty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single storey house consisting of two bedrooms, lounge, dining-room, w.c. and shower, bathroom and bricks under tiles. Outbuildings consist of garage and 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, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to the maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Lucian Goldblatt, Plaintiff's Attorney, 18 Ennis Road, P.O. Box 72034, Parkview, 2122. (Tel. 646-0139/0.) (Ref. Mr Goldblatt.)

Saak 6406/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Trustbank,** Eiser, en **mnr. H. Vuurman,** Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie teen goed met datum 22 Junie 1994, sal die ondervermelde eiendom op Vrydag, 9 September 1994 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieër verkoop word, naamlik:

Sekere Erf 580, geleë in die dorp La Hoff, afdeling IP, Transvaal, groot 1 300 (eenduisend driehonderd) vierkante meter, gehou kragtens Akte van Transport T72241/88, bekend as Boshoffstraat 46, La Hoff, Klerksdorp. Hierdie is 'n verbeterde eiendom.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 21,5% (een-en-twintig komma vyf persent) per jaar, tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die eiendomme is verbeter en bestaan uit: Soos bo uiteengesit.

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

Theron, Jordaan & Smit, Kamer 208, West Endgebou, Leaskstraat, Klerksdorp, 2570. (Verw. mnr. Van Aswegen/RL/3194/T19.)

Case 10876/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Ian Anderson Cameron,** 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 142 Struben Street, Pretoria, on Wednesday, 7 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, prior to the sale:

Erf 1383, in the Township of The Reeds Extension 5, Registration Division JR, Transvaal (also known as 363 Panorama Road, The Reeds Extension 5, Pretoria), measuring 1 274 (one thousand two hundred and seventy-four) square metres, held by virtue of Deed of Transfer T59451/92, subject to the conditions therein contained and more especially to the reservation of mineral rights.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Three bedroom dwelling consisting of kitchen, bathroom/w.c., w.c./shower and servant's w.c.

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

Dated at Pretoria this 9th day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S649/94.)

Saak 8187/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Dr Marthinus Christiaan Stoffberg,** Eiser, en **Robert Johnson,** Verweerder

Kennis word hierby gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in die bogenoemde saak, op 8 Februarie 1994 en ter uitvoering van 'n lasbrief tot uitwinning gedateer 8 April 1994, sal die Balju, Pietersburg, op 16 September 1994 om 10:00, voor die Landdroskantoor te hoek van Schoeman- en Bodensteinstraat, Pietersburg, verkoop:

Erf 1889, Pietersburg-uitbreiding 7-dorpsgebied, Registrasieafdeling LS, Transvaal, geleë te Du Plessisstraat 205, Eduanpark, Pietersburg.

Sekere onroerende eiendom, groot 1 586 (een vyf agt ses) vierkante meter.

Die eiendom is verbeter met 'n woonhuis daarop.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, baljufooie en agterstallige belastings betaal op die dag van die verkoping, die balans moet verseker word deur 'n bank of ander aanneembare waarborg wat deur die Balju goedgekeur is en moet verstrek word aan die oordraggewende prokureurs binne 14 (veertien) dae vanaf datum van die verkoping.

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.

Pretorius & Pretorius, Prokureur vir Eiser, Airportweg, Doornpoort, Pretoria; Docex 13, Pretoria. (Tel. 547-0740/1.) (Verw. Dr J. T. Pretorius/S96.)

Case 11489/94

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 **Josina Maria Magdalena Smit,** 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 Erf 195, situated in the Township of East Lynne, Registration Division JR, Transvaal, measuring 1 318 square metres, situated at 869 Ooievaar Avenue, East Lynne.

Terms and conditions:

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

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

Description of property: House: Lounge, dining-room, kitchen, four bedrooms, bathroom, w.c., shower and study/TV room.

Flat: Two bedrooms, two bathrooms, lounge, dining-room and kitchen.

Outbuildings: Four carports, servant's room and w.c.

Other improvements: Walls, gates, paving, borehole and pump.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at 1210 Pretorius Street, Hatfield, Pretoria.

Signed at Pretoria on this 4th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1169.)

Case 12716/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Joseph Maxhwabeni Maphanga,** Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on 16 September 1994 at 10:00:

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

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

Property: Portion 9 of Erf 500, Nasaret Extension 1 Township, Registration Division JS, Transvaal, measuring 473 square metres, held by virtue of Deed of Transfer T12216/94, also known as 7 Berrydale Street, Middelburg.

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/GT1728.)

Saak 13113/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 15 Julie 1993, sal die onderstaande eiendom op 7 September 1994 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word, aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 1798, geleë in die Silverton-uitbreiding 9-dorpsgebied, Registrasie-afdeling JR, Transvaal, bekend as Granietstraat 518, Silverton-uitbreiding 9.

Sonering: Spesiaal (hoofdoel woongeboue), twee verdiepings, 20 hektaar, 30% (dertig persent) dekking.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Trustbank, Unitedgebou, Pretoriusstraat 243, Pretoria.

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

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

Gedateer te Pretoria op hede die 3de dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. Lourens/mev. Genis/VF0242.)

Case 3997/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **William Francois Fraser,** First Defendant, and **Michelle Louise van Molendorf,** Second Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 78, Berton Park, Registration Division IR, Transvaal, situated at 19 Adam Street, Berton Park, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, dining-room, lounge, study and family room. Outbuilding comprising two garages and carport.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01363.)

Case 7268/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Morena Sicely Tholakae,** First Defendant, and **Nomatamsanqa Tholakae,** Second Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 1517, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1517 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01564.)

Case 6358/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Malose Dabiel Moloantoa,** First Defendant, and **Matshela Francina Moloantoa,** Second Defendant

On 9 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 404, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 404 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01492.)

Saak 13462/90

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **NBS Bank Limited,** Eiser, en **Mbunjelwa: Fana,** Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 22 November 1990, en 'n lasbrief vir eksekusie gedateer 20 April 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 7 September 1994 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Reg, titel en belang in sekere huurpag ten opsigte van sekere Standplaas 802, Likole Section, Katlehong, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 802, Likole Section, Katlehong, groot 220 vierkante meter, gehou deur Fana Mbunjelwa, gehou onder Akte van Transport TL17937/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteenmure bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer met toilet.

Buitegeboue: Geen.

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 17,25% (sewentien comma 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 uitgelees sal word, lê ter insae by die kantoor van die Balju te Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 4de dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N792.)

Case 20925/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **MacDonald & Volck (Pty) Limited,** trading as MacDonald & Volck, Plaintiff, and **Hunt Brick CC,** trading as Lanseria Brick Works, First Defendant, and **Hunt, Paul,** 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 Salesroom of the Sheriff, Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandton, on Friday, 2 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be laid out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to sale at the Randburg Magistrate's Court, corner of Jan Smuts and Selkirk Drives, Randburg:

Erf 50, Bryanston, Registration Division IR, Transvaal, measuring 1,2309 hectares held by the Second Defendant under Deed of Transfer T84811/1989, jointly with Julie Doreen Hunt.

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

The dwelling consists of a residential dwelling without outbuildings.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 30 (thirty) days from date of sale the purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer duties, costs of transfer and arrears rates and taxes, water and light accounts and other charges necessary to effect transfer, upon request by the attorney for the Execution Creditors.

Dated at Johannesburg this 2nd day of August 1994.

Mendelow-Jacobs, Plaintiff's Attorneys, 15th Floor, Glencairn, 73 Market Street, Johannesburg. P.O. Box 6180, Johannesburg, 2000. (Tel. 29-2801.) (Ref. A. Jacobs/djl/MV57.)

Saak 4940/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **Solomon Frank Nyalungu,** Eerste Verweerder, en **Mashego Stella Mohlala,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 9 Julie 1991 en 'n lasbrief vir eksekusie gedateer 17 Maart 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 7 September 1994 om 10:00, deur die Balju vir die Landdroshof, te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere: Reg, titel en belang in Standplaas 10077, Tokoza-uitbreiding 5-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 10077, Tokoza-uitbreiding 5, Alberton, groot 273 vierkante meter, gehou deur Solomon Frank Nyalungu en Mashego Stella Mohlala, gehou onder Akte van Transport TL46506/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteenmure bestaande uit sitkamer, twee slaapkamers, kombuis en badkamer met toilet.

Buitegeboue: Geen.

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 17,25% (sewentien komma twee vyf persent) per jaar, 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 uitgelees sal word, lê ter insae by die kantoor van die Balju te Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 4de dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N1020.)

Case 28740/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Beukes, Johannes Stephanus,** Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 11 January 1994, will be sold in execution on Thursday, 8 September 1994 at 10:00, in front of the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder:

Erf 2833, Birch Acres Extension 17 Township, Registration Division IR, Transvaal, in extent 840 (eight hundred and forty) square metres, situated at 8 Egret Lane, Birch Acres Extension 17, Kempton Park.

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, cement tiles and 30 degree pitch. *Floors:* Fitted carpets and vinyl. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two showers and two toilets. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Fencing, walls patio, alarm and intercom.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Supreme Court, 8 Park Street, Kempton Park. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 2-9391.) (Ref. Mr Steyn/827.)

Case 6404/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Malope Sydney,** Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 30 June 1994, will be sold in execution on Thursday, 8 September 1994 at 10:00, in front of offices of the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 4835, Eldoradopark Extension 4 Township, Registration Division IQ, Transvaal, in extent 381 (three hundred and eighty-one) square metres, situated at 30 Willowmore Street, Eldoradopark Extension 4, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed:
Residence, single storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Corrugated iron. *Floors:* Fitted carpets and tiles. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Carport and store. *Boundary:* Concrete walls. *Improvements:* None.

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

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4; 29-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1004.)

Case 1627/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Patience Nomonde Sitshoni,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution the property listed hereunder which was attached on 23 May 1994, will be sold in execution on Friday, 16 September 1994 at 10:00, in front of the Magistrate's Court, Westonaria, President Steyn Street, Westonaria, to the highest bidder:

Portion 2 of Erf 3338, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 299 (two hundred and ninety-nine) square metres, situated at 3338/2 Krypton Place, Lenasia South Extension 7, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed:
Residence, single storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floor:* Tiles. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* None. *Improvements:* Fence and wall.

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

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

De Villiers & Co., for Truter, Crous Wiggill & Vos, United Building, 88 Briggs Street, Westonaria. (Ref. S. W. Kruger/W03061/N12.)

Saak 11503/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **P. J. Willemse,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 5 November 1994 sal 'n verkoping gehou word op 9 September 1994 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepooort gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 2035, Witpoortjie-uitbreiding 5, groot 1 029 (eenduisend nege-en-twintig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T18494/92.

Die eiendom is gesoneer Residensieel 1 en is geleë te Nassaustraat 40, Witpoortjie-uitbreiding 5, bestaan uit 'n sitkamer, studeerkamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, opwaskamer, bediendekamer, dubbel motorhuis en 'n woonstel met 'n sinkplaatdak, 50% gepleisterde mure, 50% siersteenmure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op 4 Augustus 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1520/93.)

Case 2293/90

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Biyela, Qithi Lancelot,** First Defendant, and **Biyela, Qedi Maud,** Second Defendant

In exeucution 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 Defendants on the conditions which will lie for inspection at the offices of the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8761 Tokoza Township, Alberton, Registration Division IR, Transvaal, measuring 341 (three hundred and forty-one) square metres, situated at Erf 8761, Tokoza Township, Alberton.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this 15th day of July 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B10410/SC.)

Case 13028/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Monnanyana, Simon Kwena,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 7 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 at Klaburn Court, 22 B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11155, Kagiso Extension 6 Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 450 (four hundred and fifty) square metres, situated at Erf 11155 Kagiso Extension 6 Township, Krugersdorp.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Signed at Johannesburg on the 29th day of July 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. 27466/PC.)

Case 13795/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pono, Sebenzile Alpheus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22 B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 7 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 at Klaburn Court, 22 B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 280 of Erf 15049, Kagiso Extension 6 Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 249 (two hundred and forty-nine) square metres, situated at Portion 180 of Erf 15049, Kagiso Township Extension 6, Krugersdorp.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 29th day of July 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Soutern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. P27503/PC.)

Case 4210/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nhlapo, Mandla Samuel,** First Defendant, and **Nhlapo, Thandi Kate,** Second Defendant

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

All right, title and interest in the leasehold in respect of Erf 490, Makulong Township, Tembisa, Registration Division IR, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 490, Makulong Township, Tembisa.

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

Dwelling under iron roof, lounge, kitchen, three bedrooms, bathroom and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 28th day of July 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N13570/PC.)

Case 12433/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Motlhabi, Willie,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 8 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 3461, Naledi Township, Registration Division IQ, Transvaal, measuring 227 (two hundred and twenty-seven) square metres, situated at 390A, Naledi Township.

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

Dwelling under asbestos roof, dining-room, kitchen and two bedrooms.

Outbuildings: Single garage and two rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 26th day of July 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M27414/PC.)

Case 05120/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nkomo, Lipuo Johanna N.O.,** Executrix in the estate late **Nkomo, Jabulani Alpheus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 8 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2917, Pimville Zone 2 Township, Registration Division IQ, Transvaal, measuring, Erf 2917, Pimville, Zone 2, Township.

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

Dwelling under asbestos roof, three bedrooms, bathroom, kitchen, lounge and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 9th day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N8451/PC.)

Case 20721/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ntloko, Siphiwe Abe,** First Defendant, and **Ntloko, Josephine,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 8 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2846, Moroka Township, Registration Division IQ, Transvaal, measuring 316 (three hundred and sixteen) square metres, situated at Erf 2846, Moroka Township.

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

Dwelling consisting of two bedrooms, lounge and kitchen.

Outbuildings: Two single garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N21413/PC.)

Case 21357/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Simelane Sibongile Hilda,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 8 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 106, Mofolo North Township, Registration Division IQ, Transvaal, measuring 477 (four hundred and seventy-seven) square metres, situated at Erf 106, Mofolo North Township.

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

Dwelling under tiled roof, two bedrooms, dining-room, lounge and kitchen.

Outbuilding: Servant's quarter and two single garages.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 9th day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S15047/PC.)

Case 21403/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tsimong Tebello Georgina N.O. Executrix in the estate late Tsimong Tsomoci Jacob,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 8 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 640, Jabavu Cental Western Township, Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 640, Jabavu Central Western Township.

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

Dwelling consisting of two bedrooms, lounge, dining-room and kitchen.

Outbuilding: Two garages.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 27th day of July 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T21254/PC.)

Case 3995/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nthulana Ntsieni William,** First Defendant, and **Nthulana Dikeledi Lettei,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesroom of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 9 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 8463, Dobsonville Extension 2 Township, Roodepoort Registration Division IQ, Transvaal, measuring 330 (three hundred and thirty) square metres, situated at Erf 8463, Dobsonville Extension 2 Township, Roodepoort.

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

Dwelling under tiled roof, lounge, family room, kitchen, two bedrooms and bathroom.

The property is zoned residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 1st day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N19967/PC.)

Case 32830/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Lily Gwendoline Theunissen,** Defendant

A sale in execution will be held on 7 September 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 4296, situated in the Township of Moreletapark Extension 20, Registration Division JR, Transvaal, measuring 1 500 (one thousand five hundred) square metres, known as 799 Grotius Street, Moreletapark Extension 20.

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

Dwelling single storey, brick walls, fitted carpets, tiles, tiled roof, lounge, dining-room, study, kitchen, laundry, three bedrooms, two bathrooms, three w.c.'s, two garages, two stores and two w.c.'s.

Existing dwelling sold as PIP, smaller unit still to be completed: Lounge, kitchen, workroom, three bedrooms, two bathrooms, two w.c.'s and two garages.

Boundary: Brick walls and courtyard.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1019.)

Case 5300/93

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

In the matter between **Boland Bank Beperk,** Plaintiff, and **N. B. de Wet,** Defendant

In execution of a judgment of the above Honourable Court and writ of execution dated 25 February 1994, the following immovable property will be sold in execution at the Magistrate's Office on 16 September 1994 at 10:00, namely:

$\frac{9}{10}$(nine tenth) share in the Remainder of Section 5 of the farm Spitskop 533, Registration Division JR, Transvaal.

Measuring: 496,2847 (four nine six comma two eight four seven) hectare.

Held by Title Deed T50465/89.

The condition of sale that will be read strictly before the sale lie for inspection at the office of the Sheriff of the Court, 3 Rhodes Street, Witbank.

Dated at Middelburg on this the 3rd day of August 1994.

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

Case 5300/93

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

In the matter between Boland Bank Beperk, Plaintiff, and **N. B. de Wet,** Defendant

In Execution of a judgment of the above Honourable Court and writ of execution dated 25 February 1994, the following immovable property will be sold in execution at the Magistrate's Office on 16 September 1994 at 10:00, namely:

$\frac{9}{10}$(nine tenth) share in the Remainter of Section 5 of the farm Spitskop 533, Registration Division JR, Transvaal.

Measuring: 496,2847 (four nine six comma two eight four seven) hectare.

Held by Title Deed T50465/89.

The condition of sale that will be read strictly before the sale lie for inspection at the office of the Sheriff of the Court, 3 Rhodes Street, Witbank.

Dated at Middelburg on this the 3rd day of August 1994.

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

Saak 14231/92

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

In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK, Eiser, en **Masia Robert Mnisi,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op 18 Augustus 1992 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Noord-Wes, op 8 September 1994 om 10:00, te Olivettigebou 603A, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere alle reg, titel en belang ten opsigte van Erf 7696, geleë in die dorp Atteridgeville-uitbreiding 3, Registrasieafdeling JR, Transvaal, met straatadres bekend as Calliesstraat 7696, Atteridgeville-uitbreiding 3.

Groot: 315 (driehonderd en vyftien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, drie slaapkamers, kombuis, badkamer en toilet apart.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 202, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureur vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0160).]

Case 6751/94

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

In the matter between **ABSA Bank Limited,** (United Bank Division), (86/04794/06), Plaintiff, and **Colleen Bradley,** First Defendant, and **Basil Dennis Bradley,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 6 July 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 738, Freeway Park Extension 1 Township, situated on 20 Libertas Road, Freeway Park Extension 1, in the Township of Freeway Park Extension 1, District of Boksburg, measuring 1 365 (one thousand three hundred and sixty-five) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms with w.c., kitchen, double garage, servant's room and w.c.

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

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

Dated at Boksburg on this the 8th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00210/Mrs Teixeira.)

Case 6315/94

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

In the matter between **ABSA Bank Limited, United Bank Division** (Reg. No. 86/04794/06), Plaintiff, and **Vinnie-Marie Roodt,** First Defendant, and **Jan Johannes Jacobus Roodt,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 June 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Portion 2 of Erf 77, Witfield Township, situated on 5 St Bruno Street, Witfield, in the Township of Witfield, District of Boksburg, measuring 3 672 (three thousand six hundred and seventy-two) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, family room, study, four bedrooms, bathroom with w.c., bathroom with shower, kitchen, scullery, laundry, patio, staff-room, store, three carports, a granny flat comprising a living-room, kitchen, bathroom and bedroom.

The conditions of sale:

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

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

Dated at Boksburg on this the 8th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00202/Mrs Teixeira.)

Case 1840/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Frederik Christoffel Pretorius,** First Defendant, and **Anna Elizabeth Pretorius,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 April 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 799, Dawn Park Extension 2 Township, situated on 16 Helen Street, Dawn Park Extension 2, in the Township, of Dawn Park Extension 2, District of Boksburg, measuring 850 (eight hundred and fifty) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, two bedrooms, bathroom with w.c., kitchen and garage.

The conditions of sale:

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

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

Dated at Boksburg on this the 8th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00133/Mrs Teixeira.)

Case 4328/94

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

In the matter between **ABSA Bank Limied** (Allied Bank Division) (86/04794/06), Plaintiff, and **Nicolaas Johannes van Rensburg,** First Defendant, and **Miranda van Rensburg,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 May 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 85, Van Dykpark Township, situated on 45 Karee Street, Van Dykpark, District of Boksburg, measuring 965 (nine hundred and sixty-five) 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 with w.c., garage, staff-room, w.c. and swimming-pool.

The conditions of sale:

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

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

Dated at Boksburg on this the 8th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00156/Mrs Teixeira.)

Case 2426/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Johannes Marthunis Pheiffer,** First Defendant, and **Lorraine Pheiffer,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 31 March 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in Execution on 16 September 1994 at 11:15, at the office of the Sheriff 182, Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Portion 43 of Erf 128, Klippoortje Agricultural Lots Township, situated on 18 Danie Theron Crescent, Klippoortje, in the Township of Klippoortje, District of Boksburg, measuring 807 (eight hundred and seven) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with w.c. and garage.

The conditions of sale:

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

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

Dated at Boksburg on this the 8th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00152/Mrs Teixeira.)

Case 23626/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Emma Mokone,** in her capacity as Executrix estate late **Percy Bonang Mokone,** First Defendant, and **Mokone, Keikantsens,** I/D 5-5529294-9, 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 182 Leeuwpoort Street, Boksburg, on Friday, 2 September 1994 at 11:15, 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 at the offices of the Sheriff for the Supreme Court, Bokburg, prior to the sale:

The right of leasehold in respect of Lot 5058, Vosloorus Village/Township, measuring 260 square metres.

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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 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 367299.)

Case 19436/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Hanif Mahomed Aboo,** Defendant

A sale without reserve will be held at the Sheriff's Office, 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 8 September 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, prior to the sale:

Erf 760, Laudium Township, Registration Division IR, Transvaal, measuring 625 (six hundred and twenty-five) square metres, held by the Defendant under Deed of Transfer T10321/93, situated at 339 Marble Street, Laudium.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Lounge, dining-room, three bedrooms, kitchen, bathroom and separate w.c.

Outbuildings: Single garage and two store-rooms.

Terms: 10% (ten per cent) deposit on sale, balance acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. Mr Braatvedt/RdS/U249.)

Case 33901/93
PH 385

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Phoenix Steel (Pty) Limited,** Plaintiff, and **Bezuidenhout, Alan Denwood,** 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 Eaton Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 6 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, Alberton, at Eaton Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1743, Albertsdal, Extension 6 Township, Registration Division IR, Transvaal, measuring 850 (eight hundred and fifty) square metres, held by the Defendant under Deed of Transfer T14593/1985, being 32 Cedarberg Street, Albertsdal, Alberton.

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

The dwelling consists of a well maintained residence with three bedrooms, one and a half bathroom, dining-room, TV-room, lounge, kitchen, garage, being on a small garden, being the improvements on Erf 1743, Albertsdal Extension 6 Township, Registration Division IR, Transvaal, measuring 850 (eight hundred and fifty) square metres, held by Deed of Transfer T14593/1985.

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) auctoneer'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 21st day of July 1994.

Kallmeyer & Strime, Plaintiff's Attorneys, 13th Floor, Diamond Corner, 68 Eloff Street, Johannesburg. (Tel. 29-2636.) (Ref. Mr Strime/sdo.) (Ref. S.P33/PSP002/P7018.)

Saak 545/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WATERBERG GEHOU TE NYLSTROOM

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en,
Christoffel Cornelis Harmse, Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Hof gedateer 29 Julie 1994, en 'n lasbrief vir eksekusie uitgereik, sal die volgende eiendom in eksekusie verkoop word te die Landdroskantore, Van Emmenisstraat, Nylstroom, op Vrydag, 23 September 1994 om 10:00, aan die hoogste bieder:

Gedeelte 3 van Erf 218, geleë in die dorp Nylstroom, Registrasieafdeling KR, Transvaal, groot 1 183 (eenduisend eenhonderd drie-en-tagtig) vierkante meter.

Kort beskrywing van eiemdom: Drieslaapkamerhuis, sitkamer, eetkamer, kombuis, badkamer, enkelmotorhuis en bediendetoilet.

Geen waarborge in die verband word gegee nie.

Terme: 10% (tien persent) van die koopprys is in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaalbaar. Die balans tesame met rente daarop teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van besitname is betaalbaar op datum van registrasie van transport van die eiendom in die naam van die koper en moet 'n bank- en/of bouvereniging- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van die verkoping verskaf wrod.

Verkoopkommissie is betaalbaar aan die Balju deur die koper.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantoor van die Balju vir die Landdroshof te Ellisras, of te die kantore van die Eiser se prokureurs besigtig word.

Geteken te Nylstroom op hierdie 8ste dag van Augustus 1994.

G. H. Brits, vir Herman Brits Prokureur Ingelyf, Prokureur vir Eksekusieskuldeiser, Maranathagebou 2, Potgieterstraat, Nylstroom, 0510. [Tel. (01470) 2277/2273.] (Verw. M. du Plessis/9744.)

Saak 433/93

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

In die saak tussen **NBS Bank Beperk,** (Reg. 87/01384/06), Eiser, en **Johannes Jurgens van Staden,** Eerste Verweerder, en **Hester van Staden,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie gedateer 8 November 1993, word die volgende eiendom deur die Balju op 16 September 1994 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, Bon Accord, ou Warmbadpad, tot die hoogste aanbod:

Sekere: Gedeelte 2 van Erf 73, in die dorpsgebied van Die Orchards, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, geleë te Mispellaan 14, Die Orchards.

Voorwaardes van verkoping:

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

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

Beskrywing van eiendom: Huis: Sitkamer, eetkamer, drie slaapkamers, twee badkamers, twee toilette, TV-kamer en kombuis.

Buitegeboue: Enkel motorhuis, bediendekamer en toilet.

Ander verbeteringe: Swembad, plaveisel, hekke en inrylaan.

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

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

Gedateer te Pretoria op hierdie 1ste dag van Augustus 1994.

Shapiro & De Meyer Inc., Derde Verdieping, Shapirogebou, Bureaulaan, Pretoria. (Verw. T. Kartoudes/MB/N840.) P.a. Smuts Uys & Van der Schyff, Zeldaparkgebou, Gerrit Maritzstraat 570, Pretoria-Noord. (Verw. Z. Uys/ALL/844.)

Case 47467/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Richard Alan Ballard,** Defendant

A sale in execution will be held on 7 September 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Section 107, as shown and more fully described on Sectional Plan SS166/85, in the building known as Overton, situated in the Township Erf 1956, Silverton, 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 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 ST38775/92.

Known as A-205 Overton, 269 De Boulevard and Moreletta Streets, Silverton.

The following improvements are reported to be on the property, but nothing is guaranteed: Simplex highrise: Lounge, dining-room, kitchen, two bedrooms, bathroom, w.c., pool, garden, drying area, parking, carport, TV instalation, security access, walls and pavings.

The conditions of sale may be inspected at the office of the Sheriff Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1073.)

Saak 19402/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **R & B Raamwerke BK,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde aangeleentheid soos deur ABSA Bank Beperk verkry sal 'n verkoping sonder reserweprys gehou word te: Landdroskantoor, Hoogestraat, Potgietersrus, op Vrydag, 9 September 1994 om 10:00, van die ondervermelde eiendom 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, Potgietersrus, voor die verkoping ter insae sal lê.

Saaknommer: 19402/92.

Vonnisskuldenaar: R & B Raamwerke BK.

Eiendom: Erf 807, geleë in die dorp Piet Potgietersrust-uitbreiding 1, Registrasieafdeling KS, Transvaal, groot 2 082 (tweeduisend en twee-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T34833/90, ook bekend as Emily Hobhousestraat 171, Potgietersrus.

Verbeterings: Woonhuis met 'n staan sinkdak, bestaande uit 'n kombuis, eetkamer, sitkamer, vier slaapkamers, twee badkamers, aparte toilet en werkskamer met buitekantoor, swembad met buitegeboue bestaande uit buite toilet, een bediendekamer, twee stoorkamers en motorafdak vir vier motors.

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

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

Geteken te Pretoria op hierdie 5de dag van Augustus 1994.

De Villiers De Beer Ingelyf, Prokureurs vir Eiser, 36ste Verdieping, Volkskassentrum, hoek van Pretorius- en Van der Waltstraat, Pretoria. [Tel. (012) 320-6677.] [Fax. (012) 320-6681.] (Verw. mnr. De Beer/mev. D. du Plessis/IVB026.)

Case 815/92

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 9 September 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 650, Alra Park, Nigel (6 Cherry Avenue, Alra Park).

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 the 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 5th day of August 1994.

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

Case 7030/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Zenzele Andries Jwili,** First Defendant, and **Madingo Elizabeth Jwili,** Second Defendant

A sale in execution of the undermentioned property is to be held at Main Entrance Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 30 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vanderbijlpark, Suite C, Riebok Building, General Hertzog Street, Vanderbijlpark.

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 532, Sebokeng, Unit 13 Township, Registration Division IQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1406.)

Case 11604/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nancy Yvonne Nelly de France N.O.,** in her capacity as Executrix in the estate of late **Guy Claude Philippe de France,** First Defendant, and **Nancy Yvonne Nelly de France,** Second Defendant

A sale in execution of the undermentioned property is to be held at 3 Sagatarius Street, Reyno Ridge, District of Witbank, on 16 September 1994 at 11:00:

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 attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 309, Reyno Ridge Township, Registration Division JS, Transvaal, measuring 2 317 square metres, held by virtue of Deed of Transfer T74918/93 known as 3 Sagatarius Street, Reyno Ridge.

Improvements: Four bedrooms, three bathrooms, kitchen, dining-room, lounge, family room and three garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1679.)

Case 10299/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mzenzi Dennis Ginger Luvuno,** First Defendant, and **Matereku Dolly Eleanor Luvuno,** Second Defendant

A sale in execution of the undermentioned property is to be held at 36 Van Wyk Louw Street, Witbank Extension 8, on 16 September 1994 at 12:00:

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 1254, in the Township of Witbank Extension 8, Registration Division JS, Transvaal, measuring 991 square metres, held by virtue of Deed of Transfer T91228/93, known as 36 Van Wyk Louw Street, Witbank Extension 8.

Improvements: Lounge, dining-room, three bedrooms, bathroom, kitchen and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1640.)

Saak 10282/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Jacob Jacobus Saunders,** Eerste Verweerder, en **Sandra Saunders,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak op 27 Junie 1994, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 8 September 1994 om 10:00, te Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, verkoop:

Erf 1405, Danville-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 694 (ses nege vier) vierkante meter, gehou kragtens Akte van Transport T97878/93, onderhewig aan die voorwaardes daarin vermeld en spesiaal onderhewig aan die voorbehoud van mineraleregte, bekend as Du Plessisstraat 209, Danville, Pretoria.

Hersonering: As woongebied.

Die eiendom is verbeter en bestaan uit: Sit-/eetkamer, drie slaapkamers, kombuis en badkamer/w.k.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hierdie 8ste dag van Augustus 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.)

NOTICE OF SALE IN EXECUTION:

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 8 September 1994 at 10:00.

Nedcor Bank Limited, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case: 10568/89

Judgment Debtor: **Raku Lucas Msiza** and **Johanna Nomakhuwa Msiza.**

Property: Right of leasehold over Erf 189, Ecaleni Township, Registration Division IR, Transvaal, situated at 189 Ecaleni Section, Tembisa.

Improvements: Shopping Complex consisting of butchery, supermarket, shop and two toilets.

File Ref: L410/89.

Case: 19781/93

Judgment Debtors: **Derwent Uys de Lange** and **Mariane de Lange.**

Property: Erf 1301, Norkem Park Extension 2 Township, Registration Division IR, Transvaal, situated at 23 Umgeni River Street, Norkem Park Extension 2, Kempton Park.

Improvements: Dwelling-house consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms and kitchen. *Outbuildings:* Consisting of two garages and driveway.

File Ref: LN3703.

L. J. van den Heever, for Schumann Van den Heever & Slabbert, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Case 1917/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Krishnasamy, Laurence Loganathan,** First Execution Debtor, and **Krishnasamy, Nelly Magdeline,** 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 13 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 398, situated in the Township of Palm Ridge, Registration Division IR, Transvaal, being 3 Combretum Drive, Palm Ridge, Germiston, 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, scullery, lounge/dining-room, family room, three bedrooms, bathroom with outbuildings with similar construction comprising garage.

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/K.192.)

Case 7022/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

Nedcor Bank Limited, Plaintiff, and **Johan Petrus Kriegler,** Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Office, President Kruger Street, Middelburg, on Friday, 23 September 1994 at 10:00:

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

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

Property: Erf 1935, Township of Aerorand, Registration Division JS, Transvaal (known as 15 Sekekoenie Street, Middelburg).

Improvements: Single storey, three bedrooms, kitchen, lounge, bathroom, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1423.)

Case 12170/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

Nedcor Bank Limited, Plaintiff, and **Michael Mathebula,** Defendant

A sale in execution of the undermentioned property is to be held at Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord) on Friday, 30 September 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom/Soshanguve, at the above address.

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

Property: All right, title and interest to the leasehold in respect of Erf 20728, Mamelodi Township, Registration Division JR, Transvaal.

Improvements: Lounge/dining-room, three bedrooms, bathroom and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1687.)

Case 12233/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Mickle Albertus Kock,** First Defendant, and **Thersia Ursula Kock,** Second Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Pretoria West, 607 Olivetti Building, corner of Pretorius and Schubart Streets, Pretoria, on Thursday, 22 September 1994 at 10:00:

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

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

Property: Erf 100, situated in the Township of Danville, Registration Division JR, Transvaal, known as 163 Paul Roos Street, Danville, Pretoria.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr Frances/LVDM/HA2533A.)

Saak 6772/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Johan Philip Steenekamp,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 121, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte nommer: Gehou onder Titelakte T44026/86.

Grootte: 1 000 (eenduisend) vierkante meter.

Ook bekend as: Craighstraat 23, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, twee badkamers, twee toilette, drie slaapkamers, kombuis, alles onder 'n teëldak en 'n motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1238.)

Saak 2332/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Salvador Mario Petrella,** Eerste Eksekusieskuldenaar, en **Penelope Jane Petrella,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 369, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T81024/92.

Grootte: 1 041 (eenduisend een-en-veertig) vierkante meter.

Ook bekend as: Planeweg 54, Cresslawn, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, badkamer, toilet, drie slaapkamers, kombuis, alles onder 'n teëldak en motorhuis.

Die eiendom is omhein met drie en 'n halwe betonmure en 'n halwe heining.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT139.)

Saak 3861/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Matthius Johannes Breedt,** Eerste Eksekusieskuldenaar, en **Judy Breedt,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1420, Birchacres-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte nommer: Gehou onder Titelakte T55947/93.

Grootte: 999 (negehonderd nege-en-negentig) vierkante meter.

Ook bekend as: Kaketoeweg 2, Birch Acres-uitbreiding 3, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, eetkamer, 1½ badkamer, toilet, drie slaapkamers, alles onder 'n teëldak, twee motorhuise, motoroprit en swembad.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT159.)

Saak 6724/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Rosemarie Helen van Heerden,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf nommer Gedeelte 12, soos meer breedvoerig beskryf op Deeltitel Plan SS192/90 in die skema bekend as Edzeen Village-uitbreiding 1-dorpsgebied, sowel as 'n eksklusiewe gebruiks area beskryf as Tuin Area G12, sowel as 'n eksklusiewe gebruiks area beskryf as Werf Area Y12, Plaaslike Afdeling, Kempton park.

Transportakte nommer: Gehou onder Titelakte ST68483/91.

Grootte: 132 (eenhonderd twee-en-dertig) vierkante meter, ten opsigte van Eenheid 12, 117 (eenhonderd-en-sewentien) vierkante meter ten opsigte van Tuin Area G12, 14 (veertien) vierkante meter ten opsigte van Werf Area Y12.

Ook bekend as: Woonstel 12, Edzeen Village, Edleen-uitbreiding 1, Kempton Park.

Beskrywing: Eenheid bestaan uit 'n gekombineerde sit/eetkamer, drie slaapkamers, kombuis, twee badkamers, drie toilette, alles onder 'n teëldak, motorhuis, 'n tuin area en werf area.

Die kompleks is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB940.)

Saak 6334/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Aran Meyer,** Eerste Eksekusieskuldenaar, en **Michelle Margaret Meyer,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 460, Estherpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte nommer: Gehou onder Titelakte T34252/93.

Grootte: 1 000 (eenduisend) vierkante meter.

Ook bekend as: Wistarialaan 9, Estherpark-uitbreiding 1, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, alles onder 'n teëldak, twee motorhuise, motoroprit en motorafdak.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1175.)

Saak 6342/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Modise John Mosholi,** Eerste Eksekusieskuldenaar, en **Nozizwe Martha Mosholi,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 583, Tsenelong Afdeling, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte TL52616/88.

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

Ook bekend as: Tsenelong Afdeling 583, Tembisa, Kempton Park.

Beskrywing: Woning bestaande uit badkamer, toilet, eetkamer, drie slaapkamers, kombuis, alles onder 'n teëldak.

Die eiendom is omhein met 'n heining.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1178.)

Saak 6762/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Steven Roulston Reynolds,** Eerst Eksekusieskuldenaar, en **Elzabe Reynolds,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1962, Birch Acres-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T11583/93.

Grootte: 1 125 (eenduisend eenhonderd vyf-en-twintig) vierkante meter.

Ook bekend as: Meebosstraat 13, Birch Acres-uitbreiding 6, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, twee badkamers, twee toilette, vier slaapkamers, kombuis, alles onder 'n teëldak, motorhuis, motoroprit en 'n motorafdak.

Die eiendom is omhein met een steenmuur en drie betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1230.)

Saak 16120/92

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Mark Gordon Nicholson,** Eerste Eksekusieskuldenaar, en **Attiki Evayyelia Nicholson,** Tweede Esekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2446, Birch Acres-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T12504/92.

Grootte: 880 (agthonderd-en-tagtig) vierkante meter.

Ook bekend as: Geraniumstraat 62, Birch Acres-uitbreiding 12, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, twee badkamers, toilet, drie slaapkamers, kombuis, alles onder 'n teëldak en twee motorhuise.

Die eiendom is omhein met mure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT20.)

Saak 6703/94

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Garth Aubrey Thompson,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erfeenheid 2, soos meer volledig beskryf word op Deeltitel Plan SS453/90, in die skema bekend as Sutton Place, geleë te Erf 2062, Glenmarais-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte ST91994/93, grootte 104 (eenhonderd-en-vier) vierkante meter, ook bekend as Woonstel 2, Sutton Place, Vleistraat, Glenmarais-uitbreiding 4, Kempton Park.

Beskrywing: Eenheid bestaan uit sitkamer, kombuis, een en 'n halwe badkamer, toilet, drie slaapkamers, alles onder 'n teëldak en motorhuis. Daar is 'n gemeenskaplike swembad in die kompleks en die eiendom is omhein met steenmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1236.)

Saak 3125/93

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Hendrik Andries Nel,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 378, Edleen-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T6684/92, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Modderhillweg 61, Edleen, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, twee badkamers, drie toilette, drie slaapkamers, kombuis, familie-/TV-kamer, kombuisopwasplek, kroeg, alles onder 'n teëldak, motoroprit, motorhuis, swembad, en die eiendom is omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT48.)

Saak 15838/93

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Cornelius Johannes Kruger,** Eerste Eksekusieskuldenaar, en **Florence Vera Kruger,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2, Clayville-dorpsgebied, Registrasieafdeling JR, Transvaal, transportakte gehou onder Titelakte T456777/91, grootte 885 (agthonderd vyf-en-tagtig) vierkante meter, ook bekend as Beckerstraat 38, Clayville, Olifantsfontein, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, eetkamer, badkamer, toilet, drie slaapkamers, alles onder 'n teëldak, motorhuis, motoroprit, en die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1077.)

Saak 6691/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Jacobus Johannes Nicolaas van der Merwe,** Eerste Eksekusieskuldenaar, en **Anna Catharina van der Merwe,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 860, Birchleigh-Noord-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T45859/81, grootte 992 (negehonderd twee-en-negentig) vierkante meter, ook bekend as Waaigrasstraat 11, Birchleigh-Noord-uitbreiding 2, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, eetkamer, badkamer, toilet, drie slaapkamers, familie/TV kamer, alles onder 'n teëldak, twee motorhuise en motoroprit.

Die eiendom is omhein met drie mure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1229.)

Saak 6769/94

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Lance Wasserman,** Eerste Eksekusieskuldenaar, en **Donna Amanda Douglas,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 667, Birch Acres-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T90906/93, grootte 966 (negehonderd ses-en-sestig) vierkante meter, ook bekend as Bosvylaan 5, Birch Acres-uitbreiding 2, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, eetkamer, twee badkamers, twee toilete, drie slaapkamers, familie/TV kamer, alles onder 'n teëldak, motorhuis, motoroprit en swembad.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1259.)

Saak 6771/94

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Leon Andre Cronje,** Eerste Eksekusieskuldenaar, en **Hester Caroline Cronje,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1192, Norkempark-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T52978/91, grootte 993 (negehonderd drie-en-negentig) vierkante meter, ook bekend as Sterkrivierweg 32, Norkempark-uitbreiding 2, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, eetkamer, twee badkamers, twee toilete, vyf slaapkamers, familie/TV kamer en alles onder 'n teëldak.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1225.)

Saak 4284/94

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Nicos Anthony Roccas,** Eerste Eksekusieskuldenaar, en **Alison Irene Roccas,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 76, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T48954/93, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Craigstraat 24, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, badkamer, toilet, drie slaapkamers, alles onder 'n teëldak, motoroprit en motorhuis.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1138.)

Saak 6345/94

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **M. T. Burlando,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Eenheid 5, soos meer volledig beskryf word in Deeltitel Plan SS169/84, in die skema bekend as Birch Manor, geleë te Erf 456, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T51948/93, grootte 122 (eenhonderd twee-en-twintig) vierkante meter, ook bekend as Woonstelle 5, Birch Manor, Frikkiestraat, Birchleigh-Noord-uitbreiding 3, Kempton Park.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, badkamer, twee toilette, drie slaapkamers, eetkamer, alles onder 'n teëldak en motorhuis.

Die eiendom is omhein met draadheining.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1196.)

Saak 11258/93

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

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Neville Barry Wheller,** Eerste Eksekusieskuldenaar, en **Maryna Adelina Wheller,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1223, Norkempark-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T17611/92, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Bronkhorstspruitstraat 26, Norkempark-uitbreiding 2, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, twee badkamers, twee toilette, drie slaapkamers, eetkamer, alles onder 'n teëldak, motoroprit, twee motorhuise en swembad.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1050.)

Case 26160/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mahlaule Khazamula George,** First Defendant, and **Mahlaule Girlie Tsatsawani,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesroom, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 9 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 Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 772, Dobsonville Gardens Township, Registration Division IQ, Transvaal, measuring 688 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL34970/91, being 772 Dobsonville, Gardens, Roodepoort.

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

The dwelling consists of a lounge, three bedrooms, kitchen, bathroom/w.c., and bathroom.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z41062/FCLS/Mr Brewer/lp.)

Case 4435/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ramokoma Lehlohonolo April,** First Defendant, and **Ramokoma Molobeng Mariam,** 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 main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 9 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read ut by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 62561, Zone 17, Sebokeng Township, Registration Division IQ, Transvaal, measuring 308 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL26918/1990, being 62561 Zone 17 Sebokeng, Vanderbijlpark.

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

The dwelling consists of a lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92851/FCLS/Mr Brewer/djl.)

Case 25221/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** (Allied Bank Division), Plaintiff, and **Kriel Phillipus Albertus,** First Defendant, and **Kriel Carol Victoria,** 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 entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 9 September 1994 at 14:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein:

Erf 841, Finsbury Township, Registration Division IQ, Transvaal, measuring 1 480 m^2, held by the Defendants under Deed of Transfer T47224/1990, being 5 Cedar Drive, Finsbury, Randfontein.

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

The dwelling consists of a lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, 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 23rd day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76205/FCLS/Mr Brewer/djl.)

Case 9816/94
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 mited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Du Plooy, Christoffel Cornelius Johannes,** First Defendant, and **Du Plooy, Francina Johanna Wilhelmina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 15 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:

Portion 187 of Erf 1227, Claremont (Johannesburg) Township, Registration Division IR, Transvaal, measuring 550 m^2, held by the Defendants under Deed of Transfer T6809/1992, being 8 Bidou Street, Claremont, Johannesburg.

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

The dwelling consists of a entrance hall, lounge, three bedrooms, bathroom/w.c., kitchen, carport, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91247/Ms Isola/cvdn.)

Case 17250/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Loliwe, Andrew,** First Defendant, and **Loliwe, Pinkie,** Second Defendant

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

The right of leasehold in respect of Erf 562, Tembisa Extension 1 Township, Registration Division JR, Transvaal, measuring 302 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL41032/86, being 562 Hospital View, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, two bathrooms/w.c., two lounges, two dining-rooms, study, family room, kitchen and three garages.

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. Z70129/Mr Preiss/kw.)

Case 30065/93
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 **Shabangu, Ngone Ellen,** First Defendant, and **Khubeka, Olomo Obed,** Second Defendant

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

Erf 202, Cresslawn Township, Registration Division IR, Transvaal, measuring 1 247 m^2, held by the Defendants under Deed of Transfer T82393/92, being 47 Zuurfontein Street, Cresslawn, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms/w.c., lounge, dining-room and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 t 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. Z76442/Mr Preiss/kw.)

Case 12006/93
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 **Ngobese Sosinyana George,** Defendant

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

The right of leasehold in respect of Site 490, Tsepo, Tembisa Township, Kempton Park, Transvaal, measuring 250 m², held by the Defendant under Certificate of Right of Leasehold TL46249/85, being 490 Tsepo Section, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom/w.c., lounge and kitchen.

Terms: 10% (ten per cent) of the purchase price 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. Z68347/Mr Preiss/kw.)

Case 31771/93
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 **Basson, Christa,** First Defendant, and **Basson, Nicolaas Johannes Solomon,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sale Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 9 September 1994 at 10:00, of the undermentoned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 375, Wilgeheuwel Extension 3 Township, Registration Division IR, Transvaal, measuring 930 m², held by the Defendants under Deed of Transfer T27741/1992, being 1174 Mozart Avenue, Wilgeheuwel Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, bathroom, separate w.c., kitchen, carport and patio.

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 28th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74497/Ms Isola/cvdn.)

Case 00222/94
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 **Amayesing Property CC,** First Defendant, and **Knox, Shelley Leanne,** Second Defendant, and **Mayers, Helen Janine,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 15 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 East, at 131 Marshall Street, Johannesburg:

Erf 393, Kensington Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T51951/1991, being 7 Empress Road, Kensington.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, two bedrooms, dress area, kitchen, bathroom/w.c., scullery, porch, lounge, two servants' rooms, outside w.c./shower, office/playroom and w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90573/Ms. Isola/cvdn.)

Case 4427/94
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 **Bhervia, Dhanjeebhai Mithal,** First Defendant, and **Bhervia, Bhaunuben,** 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, Johannesbug, on Thursday, 15 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 South at 100 Sheffield Street, Turffontein:

Erf 4639, Lenasia Extension 3 Township, Registration Division IQ, Transvaal, measuring 496 m^2, held by the Defendants under Deed of Transfer T4690/1981, being 42 Zinnia Street, Lenasia Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, family room, bathroom, kitchen, pantry, scullery, dining-room, bedroom, dressing room, bathroom/shower/w.c., four bedrooms, separate w.c., bathroom/shower, double garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z46017/FCLS/Mr Brewer/djl.)

Case 9140/94
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 **Clarence, Frederick Johan,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sale Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 9 September 1994 at 10:00, of the undermentoned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Section 4 and Section 13, as shown and more fully described on Sectional Plan SS83/1991, in the scheme known as Le-Anda Hof, in respect of the land and buildings or buildings situated at Florida and an undivided share in the common property in the land and building or buildings as shown and more fuly described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 80 m^2 and 13 m^2 respectively, held by the Defendant under Certificate of Registered Sectional Title ST15931/1992, being 4 Le-Anda Hof, plus garage, Maud Street, Florida.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, two bedrooms, bathroom/w.c., kitchen and garage (Unit 13).

Terms: 10% (ten per cent) of the purchase pric10% (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 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92292/FCLS/Mr Brewer/djl.)

Case 1366/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Du Plessis, Johan,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sale Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 9 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 1846, Discovery Extension 15 Township, Registration Division IQ, Transvaal, measuring 801 m^2, held by the Defendant under Deed of Transfer T3097/93, being 745 Helena Street, Discovery Extension 15, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, TV room, three bedrooms, bathroom/w.c./shower, bathroom/w.c., kitchen, double 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 1st day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91541/FCLS/Mr Brewer/lp.)

Case 20261/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Risimati Josais Mathevula,** 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 entrance of the Magistrates Court, Fochville on Friday, 9 September 1994 at 10:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 4195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 3413, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 215 m^2, held by the Defendant under certificate of Registered Grant of Leasehold TL2699/92, being 3413 Wedela, Potchefstroom.

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, 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 2nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76580/FCLS/Mr. Brewer/lp.)

Case 21677/93

THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Daniel Sebalo,** 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 entrance of the Magistrate's Court, Fochville, on Friday, 9 September 1994 at 10:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 4195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Stand 3081, Wedela Township, Registration Division IQ, Transvaal, measuring 203 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL32936/91, being 3081 Wedela, Potchefstroom.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dweling consists of two bedrooms, lounge, 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 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 2nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74024/FCLS/Mr Brewer/lp.)

Case 19260/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Johannes Paul Grobler,** First Defendant, and **Martha Jacoba Grobler,** 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 97 G. J. Beukes Avenue, Orkney, on Wednesday, 14 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Portion 8 of Erf 9, Orkney Township, Registration Division IQ, Transvaal, measuring 913 m^2, held by the Defendants under Deed of Transfer T9165/90, being 97 G. J. Beukes Avenue, Orkney.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two bathroons, kitchen, 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 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 5th day of August 1994.

Routledges Inc., Plaintiff's attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76208/FCLS/Mr Brewer/lp.)

Case 14931/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jacobus Frederick van Staden,** First Defendant, and **Anna Magrietha van Staden,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court in front of the Magistrate's Court, 72 Van Zyl Smith Street, Oberholzer on Friday, 16 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, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 550, Oberholzer Township, Registration Division IQ, Transvaal, measuring 1 104 m^2, held by the Defendants under Deed of Transfer T31868/77, being 12 Ida Street, Oberholzer.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, double garage, servants 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 registraton 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 2nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref Z73953/FCLS/Mr Brewer/lp.)

Case 19257/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Anthony Edwin Griessel,** First Defendant, and **Margerieta Griessel,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 16 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, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 1110, Oberholzer Extension 2 Township, Registration Division IQ, Transvaal, measuring 997 m^2, held by the Defendants under Deed of transfer T53154/87, being 11 Barnard Street, Oberholzer.

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., kitchen, garage and w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 4 (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 2nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76069/FCLS/Mr Brewer/lp.)

Case 16953/93
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 **Stakes, Dennis Raymond,** First Defendant, and **Stakes, Marthea Joan,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's salesroom, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 9 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, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort:

Erf 32, Fleurhof Township, Registration Division IQ, Transvaal, measuring 871 m^2, held by the Defendants under Deed of Transfer T17217/1979, being 18 Tantien Avenue, Fleurhof.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, study, two bathrooms/w.c., three bedrooms, kitchen, double garage, servants' room 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The pruchaser shall, on the day of the sale pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71841/FCLS/Mr Brewer/djl.)

SALE IN EXECUTION

Execution Creditor: **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.

In execution of a judgment of the Supreme Court of South Afirca (Witwatersrand Local Division) in the undermentioned suit, a sale without reserve will be held at the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 8 September 1994 at 10:00, of the undermentioned immovable properties of the undermentioned Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein.

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).

Case: 8003/94.

Judgment Debtor: **Kleyn, Elma Louisa.**

Property: Portion 15 of Erf 717, Elandspark, Registration Division IR, Transvaal, measuring 612 m^2, held by the Defendant under Deed of Transfer T38532/91, being 81 Pauline Smith Crescent, Elandspark.

Description: Entrance hall, lounge, dining-room, three bedrooms, bathroom/shower, w.c., kitchen and garage.

Reference: Z94532/Ms, Isola/ab.

Case: 29731/93.

Judgment Debtor: **Zackey, Robert** and **Zackey, Doreen.**

Property: Erf 3, Ridgeway Township, Registration Division IR, Transvaal, measuring 752 m^2, held by the Defendants under Deed of Transfer T22980/1990, being 26 Kimberley Road, Ridgeway.

Description: Entrance hall, lounge, dining room, study, three bedrooms, bathroom/w.c., bar, kitchen, scullery, single garage, servants' room, store room and shower/w.c.

Reference: Z77934/Ms Isola/ab.

Case: 01818/94.

Judgment Debtor: **Gallagher, James.**

Property: Section No. 45, as shown and more fully described on Sectional Plan SS11/1990, in the scheme known as Charolais in respect of the land and building or buildings situated at Ormonde Extension 1 Township, Local Authority Johannesburg and an undevided 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 93 m^2, as well as an exclusive use area described as yard No. Y37, measuring 6 m^2, and an exclusive use are described as Balcony No. B20, measuring 36 m^2, held by the Defendant under Deed of Transfer ST43600/1992, being 45 Charolais, Dorado Road, Ormonde Extension 1.

Description: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and w.c.

Reference: Z90919/Ms Isola/cvdn.

Case: 10917/94.

Judgment Debtor: **Mans, Wynand Frederick.**

Property: Erf 752, Naturena Township, Registration Division IR, Transvaal, measuring 950 m^2, held by the Defendant under Deed of Transfer T4027/1992, being 81 Malta Road, Naturena.

Description: Entrance hall, lounge, dining-room, three bedrooms, separate w.c., kitchen, laundry, garage, carport and outside w.c.

Reference: Z95487/Ms Isola/cvdn.

Dated at Johannesburg this 18th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)

Case 32502/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Brand, Frederick Deon,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 8 Steptember 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, Kempton Park at 8 Park Street, Kempton Park:

Erf 638, Esther Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1 000 m^2, held by the Defendant under Deed of Transfer T40107/92, being 2 Sapele Street, Esther Park Extension 1, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms/w.c., lounge, dining-room, kitchen, garage and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79270/Mr Preiss/kw.)

Case 24978/93
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 **Morudu, Ben Dikgang,** First Defendant, and **Morudu, Koena Lenny,** Second Defendant

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

Lot 625, Tsenolong Township, Registration Division IR, Transvaal, measuring 625 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL8873/92, being Stand 625, Tsenolong Section, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom/w.c., lounge and kitchen.

Terms: 10% (ten per cent) of the purchase price 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 Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75391/Mr Preiss/kw.)

Case 10426/94
PH 267

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

In the matter between **ABSA Bank Limited** (Volkskas Bank Limited), Plaintiff, and **Thomas, Michael Anthony,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 14 September 1994 at 14:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Portion 5 of Erf 94, situated in the Township of Kelvin, Registration Division IR, Transvaal, measuring 1 983 m², held by the Defendant under Deed of transfer T36776/1982, being 3 Hammonia Way, Kelvin, Sandton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, kitchen, pantry, five bedrooms, three bathrooms/w.c., three staff rooms, two carports and two outside w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of July 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. I96241/Ms Isola/cvdn.)

Case 4445/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Raphil, Khrisna Ragiwal,** First Defendant, and **Raphil, Diana Marilyn,** 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, 15 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:

Portion 11 of Erf 7, Zakariyyapark Extension 1 Township, Registration Division IQ, Transvaal, measuring 540 m², held by the Defendants under Deed of Transfer T62881/92, being 11 Zakariyyapark Road, Zakariyyapark Extension 1, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92715/FCLS/Mr Brewer/lp.)

Case 1820/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Rossouw, Johannes Hendrik,** First Defendant, and **Rossouw, Susanna Jacomina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 9 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Erf 285, Delarey Township, Registration Division IR, Transvaal, measuring 992 m^2, held by the Defendants under Deed of Transfer T19759/1993, being 16 Ninth Street, Delarey.

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, separate w.c., kitchen, garage, servant's room, two outside w.c.'s and two store-rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of July 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90770/Ms Isola/plr.)

Case 93/15877
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mabanga, Sabelo Reuben,** Defendant

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

The right of leasehold in respect of Erf 1078, Maokeng Extension 1 Township, Registration Division IR, Transvaal, measuring 288 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL61649/89, being 1078 Maokeng Section, Tembisa, Kempton Park.

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

The dwelling consists of two bedrooms, bathroom, w.c., lounge and kitchen.

Terms: 10% (ten per cent) of the purchase price 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 20th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70107/Mr Preiss/Kw.)

Case 1330/94
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 **Mugwena, Albert,** 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, Wednesday, 7 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, Krugersdorp at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 9830, Kagiso Township, Registration Division IQ, Transvaal, measuring 449 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL25422/1988, being 9830 Kagiso.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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. 836-5251.) (Ref. Z91510/FCLS/Mr Brewer/djl.)

Case 1439/94

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 **Golden Nombiza,** First Defendant, and **Engeline Ntaoleng Nombiza,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp.

The right of leasehold in respect of Erf 2527, Kanana Township, Registration Division IQ, Transvaal, measuring 200 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL56369/89, being 2527 Kanana, Orkney.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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. 836-5251.) (Ref. Z91863/FCLS/Mr Brewer/djl.)

Case 14011/93

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 **Bocwa Benjamin Mbegeki,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 4632, Kanana Extension 3 Township, Registration Division IP, Transvaal, measuring 200 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL37141/1990, being 4632 Khatso Avenue, Kanana, Orkney.

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 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. 836-5251.) (Ref. Z72916/FCLS/Mr Brewer/djl.)

Case 9464/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ramgoolam, Jugdhis Ramnath,** First Defendant, and **Ramgoolam, Sheila,** 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, 8 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 964, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 450 square metres, held by the Defendants under Deed of Transfer T76509/1991, being 964 Clove Drive Extension 4, Zakariyya Park.

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

The dwelling consists of: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., carport and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or othesfer, 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 23rd day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95594/FCLS/Mr Brewer/djl.)

Case 23742/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lopes, Joao Fernando Goncalves,** First Defendant, **Lopes, Maria Angela Nunes,** Second Defendant, and **Deerans, Leslie Blackmore,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 8 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 South, at 100 Sheffield Street, Turffontein:

Erf 434, Elandspark Township, Registration Division IR, Transvaal, measuring 735 square metres, held by the Defendants under Deed of Transfer T42025/1992, being 8 Watermeyer Street, Elandspark.

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

The dwelling consists three bedrooms, entrance hall, lounge, dining-room, kitchen, bathroom/w.c., separate w.c./shower, three carports and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72639/Ms Isola/plr.)

Case 5342/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Chetty, Rajan,** First Defendant, and **Chetty Lutchmidevi,** 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, 9 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, 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 2654, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal, measuring 325 square metres, held by the Defendants under Deed of Transfer T33341/1989, being 2654 Gousblom Lane, Lenasia South Extension 2.

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

The dwelling consists lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93187/FCLS/Mr Brewer/djl.)

Case 7326/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sallie, Rashid,** First Defendant, and **Sallie, Eva Martha Valerie,** 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, 8 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 South, at 100 Sheffield Street, Turffontein:

Erf 6468, Eldoradopark Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 206 square metres, held by the Defendants under Deed of Transfer T37007/1986, being 5/3 Syd Molena Street, Eldoradopark Extension 6.

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

The dwelling consists lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 23rd day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94183/FCLS/Mr Brewer/djl.)

Case 33963/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Keys, George Lester,** First Defendant, and **Keys, Annelize,** Second Defendant

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

Erf 1310, Bonaero Park Extension 3 Township, Registration Division IR, Transvaal, measuring 793 m^2, held by the Defendants under Deed of Transfer T53119/92, being 27 O-Hare Street, Bonaero Park Extension 3, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, servants' quarters and double garage/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 the 29th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90843/Mr Preiss/kw.)

Case 3146/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mohuideen, Syed Abbass,** 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, 8 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 373, Zakariyya Park Extension 1 Township, Registration Divison IQ, Transvaal, measuring 450 m^2, held by the Defendant under Deed of Transfer T17867/1988, being 373 All Spice Close, Zakariyya Park, Vereeniging.

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 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 the 23rd day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92157/FCLS/Mr Brewer/djl.)

Case 26261/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Abdulla, Ahmed Nazir Adam,** First Defendant, and **Abdulla, Saronnr15Abdulla, Saron Lucinda,** 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, 9 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 3248, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, measuring 700 m^2, held by the Defendants under Deed of Transfer T31555/1989, being 3248 Silicone Street, Lenasia South Extension 7.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/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 the 23rd day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76603/FCLS/Mr Brewer/djl.)

Case 3860/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pretorius, Johan,** First Defendant, and **Pretorius, Anna Maria Cornelia,** 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, 8 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 353, Peacehaven Township, Registration Division IQ, Transvaal, measuring 1 710 m^2, held by the Defendants under Deed of Transfer T59686/1990, being 21 Waterkant Street, Peacehaven, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathrooms/w.c., kitchen, 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 the 23rd day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92584/FCLS/Mr Brewer/djl.)

Case 10906/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jantjies, Ivan Izak,** First Defendant, and **Jantjies, Janet,** 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, 8 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 847, Bedworth Park Township, Registration Division IQ, Transvaal, measuring 1 489 m^2, held by the Defendants under Deed of Transfer T44417/1991, being 29 Diana Avenue, Bedworth Park, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom, kitchen, shower/w.c., seperate w.c., double 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, 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 Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95861/FCLS/Mr Bewer/djl.)

Case 5955/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dawson, Wardick John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 8 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 849, Bedworth Park Township, Registration Division IQ, Transvaal, measuring 1 527 m^2, held by the Defendant under Deed of Transfer T47434/1985, being corner of Janus Road and Diana Street, Bedworth Park.

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 the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of July 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78129/FCLS/Mr Bewer/djl.)

Case 25526/93

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 **Aneste Beleggings BK,** First Defendant, **Jacobus Matheus Wynand van Deventer,** Second Defendant, **Catharina Maria van Deventer,** Third Defendant, **Hendrik Jacobus du Plessis,** Fourth Defendant, **Martha Nortje,** Fifth Defendant, **Anna Maria Boonzaaier,** Sixth Defendant and **Johannes Mattheus Boonzaaier,** Seventh Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 9 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Section 11, as shown and more fully described on Sectional Plan SS97/88, in the scheme known as Rolun Court, in respect of the land and building or buildings situated at Klerksdorp, 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, measuring 62 m^2, held by the Defendants under Certificate of Registered Sectional Title ST97/1988 (11), being Unit 11, Rolun Court, corner of Anderson and Johanna van der Merwe Streets, Klerksdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78819/FCLS/Mr Bewer/djl.)

Case 25526/93

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 **Aneste Beleggings BK,** First Defendant, **Jacobus Matheus Wynand van Deventer,** Second Defendant, **Catharina Maria van Deventer,** Third Defendant, **Hendrik Jacobus du Plessis,** Fourth Defendant, **Martha Nortje,** Fifth Defendant, **Anna Maria Boonzaaier,** Sixth Defendant and **Johannes Mattheus Boonzaaier,** Seventh Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 9 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Section 14, as shown and more fully described on Sectional Plan SS97/88, in the scheme known as Rolun Court, in respect of the land and building or buildings situated at Klerksdorp, 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, measuring 59 m^2, held by the Defendants under Certificate of Registered Sectional Title ST97/1988 (14), being Unit 14, Rolun Court, corner of Anderson and Johanna van der Merwe Streets, Klerksdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78819/FCLS/Mr Bewer/djl.)

Case 25526/93

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 **Aneste Beleggings BK,** First Defendant, **Jacobus Matheus Wynand van Deventer,** Second Defendant, **Catharina Maria van Deventer,** Third Defendant, **Hendrik Jacobus du Plessis,** Fourth Defendant, **Martha Nortje,** Fifth Defendant, **Anna Maria Boonzaaier,** Sixth Defendant, and **Johannes Mattheus Boonzaaier,** Seventh Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 9 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, Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Section 12, as shown and more fully described on Sectional Plan SS97/88, in the scheme known as Rolun Court in respect of the land and building or buildings situated at Klerksdorp and an undiveded 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, measuring 46 m^2, held by the Defendants under Certificate of Registered Sectional Title ST97/1988 (12), being Unit 12, Rolun Court, corner of Anderson and Johanna van der Merwe Streets, Klerksdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, 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 the 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78819/FCLS/Mr Brewer/djl.)

Case 25526/93

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 **Aneste Beleggings BK,** First Defendant, **Jacobus Matheus Wynand van Deventer,** Second Defendant, **Catharina Maria van Deventer,** Third Defendant, **Hendrik Jacobus du Plessis,** Fourth Defendant, **Martha Nortje,** Fifth Defendant, **Anna Maria Boonzaaier,** Sixth Defendant, and **Johannes Mattheus Boonzaaier,** Seventh Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 9 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, Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Section 15, as shown and more fully described on Sectional Plan SS97/88, in the scheme known as Rolun Court in respect of the land and building or buildings situated at Klerksdorp 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, measuring 57 m^2, held by the Defendants under Certificate of Registered Sectional Title ST97/1988 (15), being Unit 15, Rolun Court, corner of Anderson and Johanna van der Merwe Streets, Klerksdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, 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 the 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78819/FCLS/Mr Brewer/djl.)

Case 11616/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Venter: Petrus Joahnnes,** First Defendant, and **Venter: Jacomina Christihanna Johanna,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 9 September 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 57, Roodepoort North Township, Registration Division IQ, Transvaal.

Situation: 113 Eighth Avenue, Roodepoort North.

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

Improvements (not guaranteed): Lounge, dining-room, bathroom, three bedrooms, kitchen, staff quarters, garage and under iron roof.

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

Dated at Johannesburg on this the 5th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT47E/mgh/tf.)

Case 16131/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mathebula: Hlamalani Eric,** 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 9 Elna Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 6 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 405, Olivedale Extension 2 Township, Registration Division IQ, Transvaal.

Situation: 17 Desmond Avenue, Olivedale Extension 2, Randburg.

Area: 1 260 (one thousand two hundred and sixty) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family room, study, four bedrooms, three bathrooms, kitchen, wash-up/laundry, two garages, 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 centum) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. PD21E/mgh/tf.)

Case 8388/93

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

In the matter between **Town Council of Krugersdorp,** Execution Creditor, and **Bserahmed Mayet,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 11 February 1994, the following property will be sold in execution on Wednesday, 21 September 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 1042, Azaadville Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 416 (one thousand four hundred and sixteen) square metres, held by Deed of Transfer T27504/1992, known as 10 Luxima Street, Azaadville, Krugersdorp, upon which there is said to be erected, this property is undeveloped.

Zoned Residential 1.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

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, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K 1955.)

Case 4015/93

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

In the matter between **Town Council of Krugersdorp,** Execution Creditor, and **P. M. Luther,** First Execution Debtor, and **C. Luther,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 15 September 1993, the following property will be sold in execution on Wednesday, 14 September 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder, viz:

Erf 122, Kenmare Township, Registration Division IQ, Transvaal, measuring 1 993 (one thousand nine hundred and ninety-three) square metres, held by Deed of Transfer T26725/1990, known as 96 Frederick Cooper Drive, Kenmare, Krugersdorp, upon which there is said to be erected a detached single-storey dwelling-house under iron roof and consisting three bedrooms, lounge, dining-room, kitchen, bathroom and laundry.

The outbuildings consist a garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

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, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K 1208.)

Case 2650/94

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bandk Limited), Plaintiff, and **Moses Mohlahledi,** First Defendant, and **Nontuthuzelo Judith Mohlahledi,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 16 May 1994, the following property will be sold in execution on 14 September 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 9190, Kagiso Township, Registration Division IQ, Transvaal, in extent 696 (six hundred and ninety-six) square metres, for residential puposes held by the Defendants under Certificate of Registered Grant of Leasehold TL12821/1987, known as Erf 9190, Kagiso, Krugersdorp, upon which is erected a double storey detached dwelling under tile roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and study.

The outbuildings comprise a double garage and servants' quarters.

No guarantee is however given in regard to the foregoing description.

Terms: R8 300 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 the transfer to be secured by an approved banker's or building society's guarnatee 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 Von Brandis Street, Krugersdorp.

Case 20051/93

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

In the matter between **Nedcor Bank Limited** (trading *inter alia* as Nefic), Plaintiff, and **Viendonna Residential CC,** First Defendant, and **Gordon, Hiliard Naphtali,** 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 Johannesburg Central, 131 Marshall Street, Johannesburg, on Thursday, 8 September 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 Erven 234 and 236, Berea Township, Registration Division IR, Transvaal.

Area: Each erf measuring 495 square metres.

Situation: 25 and 27 Abel Road, between Fife and Tudhope Avenues, Berea, Johannesburg.

Improvements (not guaranteed): Well-maintained residential hotel building constructed on ground and one upper floor level. Ground floor level comprises a reception lobby, bar/disco, toilet facilities for males and females, a second bar which accommodates pool tables, a kitchen and storage facilities. First floor level comprises 20 rooms with bathrooms.

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 at 3% (three per centum) to a maximum fee of R6 000 and a minimum of R200.

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. F. Daly/ij/NW1106.)

Case 21920/93

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

In the matter between **Nedcor Bank Limited** (No. 51/00009/06) (formerly known as Nedperm Bank Limited), Plaintiff, and **Jackson Mustapha,** 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 West at 131 Marshall Street, Johannesburg, on 8 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 139, Mayfair West Township, Registration Division IQ, Transvaal.

Area: 476 square metres.

Situation: 65 Indra Street, Mayfair West.

Improvements (not guaranteed): A house under iron roof consisting of four bedrooms, one and a half bathroom, kitchen, lounge, dining-room, garage, servants' quarters and ablutions with brick walls around the property.

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

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

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

Case 3245/93
PH 542

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **The Baard Family Trust,** First Defendant, and **Baard: Francis Theunis,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) and writ dated 21 May 1993 in the above matter, a sale by public auction with a reserve price will be held by the Sheriff of the Supreme Court, Sheriff's Office, 131 Marshall Street, Johannesburg, on 8 September 1994 at 10:00, upon conditions which may now be inspected at the Sheriff's Offices at 100 Sheffield Street, Turffontein, Johannesburg, and which will be read by him at the time of the sale, of the following property:

Certain Erf 70, Mondeor Township, Registration Division IR, Transvaal, measuring 1 601 (one thousand six hundred and one) square metres, held by Deed of Transfer T15561/1992, situated at 176 Belham Place, Mondeor, Johannesburg.

The following improvements appear on the property:

Improvements: A double-storey residence consisting of four bedrooms, two bathrooms, kitchen, dining-room, lounge, study and family room, two carports, servants' ablutions, a brick driveway and swimming-pool.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Deputy Sheriff within 14 (fourteen) days from the date of sale.

Bernard L. du Plessis, Plaintiff's Attorney, 17 Fore Street, Alberton, c/o Van der Walt & Moll Inc., 312 Volkskas Building, 76 Market Street, Johannesburg; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/10469/NEDC/T.)

Case 31275/93
PH 233

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **James Robert Strachan,** First Defendant, and **Gaynor Strachan,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve, will be held at the offices of the Deputy Sheriff, Fourth Floor, Standard Chambers, 247 President Street, Germiston, on 8 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 and which conditions may be inspected at the offices of the Deputy Sheriff, Germiston, prior to the sale:

Erf 625, Bedfordview Extension 127 Township, Registration Division IR, Transvaal, in extent 2 345 (two thousand three hundred and forty-five) square metres, held under Deed of Transfer T34240/1987, situated at 95 Boeing Road, Bedfordview Extension 127, District of Germiston.

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

Three bedroom residential dwelling with cottage and outbuildings.

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

Auctioneer's charges, which are also payable on the date of sale, are as follows: 5% (five per centum) on the proceeds of the sale up to R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg this 20th day of July 1994.

Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. D. W. Phillips.)

Case 653/94

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

In the matter between **Motorman,** Execution Creditor, and **Mr Ronald Norman Wilmot,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Alberton, on 23 March 1994, and a warrant of execution issued, the following property will be sold in execution to the highest bidder on 14 September 1994 at 10:00, at the Sheriff of the Court's offices, 4 Johria Court, Du Plessis Street, Florentia, Alberton:

Erf 1163, Alberton Extension 28 Township, Registration Division IR, Transvaal, measuring 711 (seven hundred and eleven) square metres (18 Bonzabay, Alberton North).

Zoned as: Residential.

Existing of: Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, verandah, servant's room with outside toilet and garage.

Improvements (not warranted to be correct).

Terms and conditions:

1. *Terms:*

The purchase price shall be paid as to 10% (ten per centum) thereof, plus 5% (five per centum) to an amount of R200 000 and thereafter 3% (three per centum) with a maximum of R6 000 (six thousand rand) and a minimum of R200 Sheriff's commission, payable on the day of the sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the sale.

2. *Conditions:*

The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court.

The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

Signed at Alberton on this the 9th day of August 1994.

R. Swanevelder, for S. J. Naude & Klopper, Attorneys for Plaintiff, 42 Van Riebeeck Avenue, Alberton, P.O. Box 34, Alberton, 1450. (Tel. 907-2730.) (Ref. R. Swanevelder/ck.)

Case 3496/94
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited,** Execution Creditor, and **Meyer, Antonie Phillipas,** Execution Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, on 8 September 1994 at 10:00, of the undermentioned property of the Execution Debtor, on the conditions and which lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain Erf 2266, Birch Acres, Extension 5 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres held by virtue of Deed of Transfer T72110/1987 and corresponding to the street address 13 Klopkoppie Street, Kempton Park.

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

Description: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, carport, family/TV-room, swimming-pool and driveway.

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 30 (thirty) 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 R100 (one hundred rand).

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

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. B. Garven/F580.)

Case 32586/93

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **George Frederick van Rooyen,** Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale of the undermentioned property will be held without a reserve price at the office of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 26 August 1994, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is:

Certain Erf 121, Wilgeheuwel Township, situated at Roodepoort Township, Registration Division IQ, Transvaal, measuring 1 098 (one thousand and ninety-eight) square metres, situated at 892 Dubbeltjie Avenue, Wilgeheuwel, Roodepoort, held by Deed of Transfer T45690/1993.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A dwelling with the usual outbuildings.

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

Sheriff's charges calculated at 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 of the selling price of the property to be paid in cash on the date of the sale.

Dated at Johannesburg on this the 3rd day of August 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/S02471.)

Cae 1445/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Dharmalingam Govindsamy,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution dated 9 June 1994, the property listed hereunder will be sold in execution on 9 September 1994 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Portion 13 of Erf 3318, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal.

Title Deed: T22476/1990, measuring 301 (three hundred and one) square metres, situated at Portion 13 of Erf 3318, Lensia South, Extension 7 Township, also known as Chromium Crescent, zoned Residential, Lenasia South, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey residential building of brick walls, plastered under a tiled roof with lounge, kitchen, three bedrooms, bathroom, shower and two toilets. Outbuildings consist of carport and the boundary is fenced.

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, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial building society loan can be raised for an approved purchaser with prior approval.

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

Truter Crous Wiggill & Vos, Truvos Building, 88 Briggs Street, Westonaria, (Tel. 753-1188.) (Ref. S. W. Kruger/MR/N1194.)

Saak 9788/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Maria Mmantswene Lesudi,** Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Noord-Wes, Kamer 603, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 15 September 1994 om 10:00, van:

Erf 6724, geleë in die dorpsgebied Atteridgeville, Registrasieafdeling JR, Transvaal, groot 340 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Sessie van Huurpag TL14455/88 (voorheen geregistreer as alle reg, titel en belang in die huurpag ten opsigte van Erf 6724, Atteridgeville, nou eiendomsreg kragtens artikel 2 van Wet 112 van 1991) (beter bekend as Segoapastraat 8, Atteridegville).

Besonderhede word nie gewaarborg nie.

'n Woonhuis met baksteenmure en teëldak, novilon vloere en volvloermatte, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer met toilet.

Besigtig voorwaardes by bie Balju, Pretoria-Noord-Wes, Kamer 202, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Mej. Kriel/avg.)

Saak 25625/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Johannes Marthinus Frylinck,** Eerste Verweerder, en **Elizabeth Charmaine Frylinck,** Tweede Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 8 September 1994 om 10:00, van:

Gedeelte 1 van Erf 1279, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, groot 714 vierkante meter, gehou kragtens Akte van Transport T20383/84 (beter bekend as Vom Hagenstraat 204, Pretoria-Wes).

Besonderhede word nie gewaarborg nie.

'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en een en 'n halfwe badkamers.

Buitegeboue: Enkelmotorhuis, bediendekamer en toilet.

Besigtig voorwaardes by die Balju, Pretoria-Wes, Olivettihuis 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

Case 7288/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Die Standard Bank van Suid-Afrika Beperk,** Plaintiff, and **Jacobus Brown,** First Defendant, and **Anna Margaret Brown,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 2 September 1994 at 10:00, in front of the Magistrate's Office, Delville Street, Witbank:

Erf 360, Modelpark Township, Registration Division JS, Transvaal, measuring 1 200 square metres, held by the First and Second Defendants under Deed of Transfer T966/93, situated at 80 De Waal Avenue, Model Park, Witbank.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of three bedrooms, two bathrooms, toilets and hand wash basin, entrance hall, dining-room and kitchen. Outbuildings consisting of garage and toilet. Precast fencing, brick paving and concrete swimming-pool.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365440/as)

Case 9215/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Willem Hendrik Jacobus Goosen,** in his capacity as Executor in the Estate Late L. Adams (formerly Watson), First Defendant, and **Patrick James Watson,** in his capacity as Executor in the Estate Late L. Adams (formerly Watson), Second Defendant

A sale in execution will be held in Friday, 9 September 1994 at 08:30, by the Sheriff for the Supreme Court, Brits, at Theo Building, Room 4, 42 Murray Avenue, Brits, of:

Erf 109, in the Township of Kosmos, Registration Division JQ, Transvaal, in extent 775 square metres known as 166 Simon Bekker Street, Kosmos.

Particulars are not guaranteed.

Vacant land.

Inspection conditions at Sheriff for the Supreme Court, Brits, Theo-Building, Room 4, 42 Murray Avenue, Brits.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-329478/JAA/M. Oliphant.)

Case 24471/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Grobler-Steyn Property Holdings (Proprietary) Limited,** No. 98/04688/07, First Defendant, and **Johan Grobler,** in his capacity as Surety, Second Defendant, and **Gerald Stewart Steyn,** in his capacity as Surety, Third Defendant

A sale will be held at 95 Mosaic Street, Silvertondale, Pretoria, on Tuesday, 6 September 1994 at 10:00:

Remaining Portion of Erf 102, situated in the Township of Silvertondale, Registration Division JR, Transvaal, measuring 1 925 square metres known as 95 Mosaic Street, Silvertondale.

Particulars are not guaranteed.

Factory consisting of four units of offices.

Inspection conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-404860(334778)/JAA/M. Oliphant.]

Case 27490/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Amanulla Khan,** First Defendant, and **Maimoodan Bee,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 7 September 1994 at 10:00:

Erf 136, situated in the Township of Erasmia, Registration Division JR, Transvaal, measuring 1 487 square metres known as 338 Kalkheuwel Street, Erasmia.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and toilet, carport and toilet.

Inspection conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-369558/JAA/M. Oliphant.)

Saak 32110/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Fidelity Bank Beperk,** Eiser, en **Tyrone Richard Reynolds,** Eerste Verweerder, en **Katharina Elizabeth Reynolds,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word by die kantore van die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 7 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Baju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom: Deel 5, in die gebou bekend as Reopark, soos meer volledig sal blyk uit Deelplan SS240/93, groot 96 vierkante meter, beter bekend as Reopark 5, Witstinkhoutlaan 117, Hennopspark-uitbreiding 1, Verwoerdburg, bestaande uit simpleks met drie slaapkamers, kombuis, eetkamer, sitkamer en badkamer (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart, Suite 11.13, De Bruynparkgebou, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/juf. Stoltz/BF0022.)

Case 19599/94

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Johan Albertus Liversage,** First Defendant, and **Janetha Stoffelina Liversage,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 7 September 1994 at 10:00, of:

Erf 1814, situated in the Township Rooihuiskraal Extension 18, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 20 Tapuit Street, Rooihuiskraal Extension 18.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, family room and double carport.

Inspect conditions at Sheriff Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401323/JAA/J S Herbst.)

Case 9816/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Jabulani Ben Mahlangu,** First Defendant, and **Nodebi Linah Mahlangu,** Second Defendant

A sale in execution will be held on Friday, 9 September 1994 at 11:00, by the Sheriff for Cullinan in front of the Magistrate's Office, Cullinan, of:

Erf 1564, situated in the Township of Refilwe Extension 1, Registration Division JR, Transvaal, in extent 328 square metres, known as House 1564, Refilwe Extension 1.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at the Sheriff, Cullinan, 41 Cornelis Street, Bronkhorstspruit.

J. A. Alheit for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-363054/JAA/J S Herbst.)

Case 8245/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Lekoko Simon Phasha,** First Defendant, and **Mmamonaki Rachel Phasha,** Second Defendant

A sale in execution will be held on Friday, 9 September 1994 at 11:00, by the Sheriff for Cullinan in front of the Magistrate's Office, Cullinan, of:

Erf 1586, situated in the Township of Refilwe Extension 1, Registration Division JR, Transvaal, in extent 340 square metres, known as R O W.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at the Sheriff, Cullinan, 41 Cornelis Street, Bronkhorstspruit.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404879/JAA/J. S. Herbst.)

Case 8428/92

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Joseph Mabuti Lephoto,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 9 September 1994 at 11:00:

All right, title and interest in the leasehold in respect of Erf 25251, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 300 square metres, known as 25251 Mamelodi East, P.O. Rethabile.

Particulars are not guaranteed: Dwelling with lounge, kitchen, three bedrooms and bathroom.

Inspect conditions at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-351286/JAA/J. S. Herbst.)

Case 3556/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Gerald Joseph Ras,** First Defendant, and **Elizabeth Helena Ras,** Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 9 September 1994 at 11:00:

Holding 15, situated in Onderstepoort Agricultural Holdings, Registration Division JR, Transvaal, measuring 1,9599 hectares, known as Plot 15, Reg-van-Weg Street, Onderstepoort.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, two bedrooms, two bathrooms, carport, borehole and concrete dam.

Inspect conditions at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404887/JAA/J. S. Herbst.)

Case 21214/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Maria Sophia Metz,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 7 September 1994 at 10:00:

Erf 442, situated in the Township of Doringkloof, Registration Division JR, Transvaal, measuring 1 022 square metres known as 160 Deodor Street, Doringkloof.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, dining-room, family room, kitchen, three bedrooms and two bathrooms plus flat: Lounge, kitchen, bedroom and bathroom, staff-room, store-room, carport and swimming-pool.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-404826/JAA/M. Oliphant.)

Case 40771/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kenneth William Swart,** First Defendant, and **Emolene Magrieta Swart,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 7 September 1994 at 10:00:

Erf 602, situated in the Township of Valhalla, Registration Division JR, Transvaal, measuring 1 006 square metres known as 27 Angvick Avenue, Valhalla.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, five bedrooms, one and a half bathroom, single garage, staff-room and toilet.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409875/JAA/M. Oliphant.)

Saak 16461/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Fedlife Forum,** Eiser, en **René Elsa Pretorius,** handeldrywende as La Chanté, Verweerder

Ten uitvoer van 'n vonnis gedateer 14 April 1994, en lasbrief vir eksekusie gedateer 12 Julie 1994, in die Landdroshof vir die distrik Pretoria, sal die ondergenoemde eiendom verkoop word op 9 September 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Mills, ou Warmbadstraat, Bon Accord) aan die hoogste bieër:

Erf 1157, in die dorpsgebied Chantelle-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 950 (nege vyf nul) vierkante meter, gehou Transportakte T69964/89.

Voorwaardes van betaling:

1. Die eiendom word voetstoots aan die hoogste bieër verkoop, onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

2. Die aankoopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) van die aankoopprys moet in kontant betaal word by die aangaan van die aankoop;

(b) die volle balans moet gedek word deur die lewering van 'n bevredigende bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van ondertekening van die voorwaardes van verkoop aan die Balju, Wonderboom/Soshanguve.

3. Die verkoping geskied onderhewig aan verdere verkoopvoorwaardes wat voor die verkoping deur die Balju, Wonderboom/Soshanguve, uitgelees sal word en vir insae lê gedurende kantoorure by die betrokke Balju.

Geteken te Pretoria hierdie 3de dag van Augustus 1994.

Rooth & Wessels, Prokureur vir Eiser, Vyfde Verdieping, MBA-gebou, Kerkstraat 527, Arcadia, Pretoria. (Verw. mnr. McCreath/cm.)

Case 10413/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom,** Plaintiff, and **Khehla Jacob Nkutha,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Standerton, at the Sheriff's Office, 17 Caledon Street, Standerton, on 7 September 1994 at 10:00, of the following property:

Erf 511, Thuthukani Township, Registration Division IS, Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendant under Deed of Transfer T36738/91.

The property is situated at Stand 511, Thuthukani Township, Standerton.

The property is improved as follows: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at 17 Caledon Street, Standerton.

Dated at Pretoria on this the 12th day of August 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 8980/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Magudu Johannes Mokoena,** First Defendant, and **Riana Maria Mokoena,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 9 September 1994 at 10:00, of the following property:

All the right, title and interest in the leasehold in respect of Portion 26 (portion of Portion 1) of Erf 1057, Phola Township, Registration Division IS, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL20991/1989.

The property is situated at Portion 26 (portion of Portion 1) of Stand 1057, Phola Township, Witbank.

The property is improved as follows: Lounge, kitchen, three bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Office, 3 Rhodes Street, Witbank.

Dated at Pretoria on this the 10th day of August 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 25675/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lesiba Hendrik Moatshe N.O.** (in his capacity as executor in the estate late Mosekwa, Johanna Moatshe), Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 2 September 1994 at 11:00:

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

No warranties are given with regard to the description, extend and/or improvements of the property.

Property: All the right, title and interest in the leasehold in respect of Erf 21211, Mamelodi, Registration Division JR, Transvaal, measuring 320 square metres, also known as Site 21211, Mamelodi.

Improvements: A house comprising of two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X176.)

Case 12322/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Jan Phillip Galela,** First Defendant, and **Maggie Sithembile Galela,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 9 September 1994 at 10:00, of the following property:

Erf 237, kwaGuqa Extension 2 Township, Registration Division JS, Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendants under Deed of Transfer of Registered Right of Leasehold TL53021/1989.

This property is situated at Stand 237, Mpala Street, kwaGuqa Extension 2, Witbank.

The property is improved as follows: Lounge, dining-room, kitchen, three bedrooms, and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at 3 Rhodes Street, Witbank.

Dated at Pretoria on this the 10th day of August 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 10896/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Mhlupheki Enoch Ndlovu,** First Defendant, and **Busisiwe Regina Ndlovu,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Balfour, at the Magistrate's Court, Frank Street, Balfour, on 9 September 1994 at 09:00, of the following property:

Erf 1294, Siyathemba Extension 1 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL61497/90.

This property is situated at Stand 1294, Siyathemba Extension 1, Balfour.

The property is improved as follows: Lounge, kitchen, three bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, 93 Jan van Riebeeck Street, Balfour.

Dated at Pretoria on this the 10th day of August 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

NOTICE OF SALES IN EXECUTION (GERMISTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Ground Floor, Du Pisane Building, 74 Joubert Street, Germiston, on Monday, 12 September 1994 at 10:00.

Nedcor Bank Limited is the Execution Creditor

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 5953/94.

Judgment Debtor/s: **Arthur James Dick and Wilma Dick.**

Property: Erf 373, Delville Township, Registration Division IR, Transvaal, situated at 4 Menin Road, Delville, Germiston.

Improvements: Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and 1,5 bathrooms with outbuildings of a similar construction comprising carport, servants' quarters and swimming-pool.

Reference: MD0039.

Case Number: 13319/92.

Judgment Debtor/s: **Grant Leslie Stewart.**

Property: Portion 13 of Erf 51, Klippoortje Agricultural Lots, Township Registration Division IR, Transvaal, situated at 20 Stevens Street, Elsburg, Germiston.

Improvements: Detached single-storey brick built residence under tiled roof comprising six rooms other than kitchen and 1,5 bathrooms with outbuildings of a similar construction comprising garage, servants' quarters and swimming-pool.

Reference: MS0147.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent, Tel. (011) 825-1015.

Saak 29237/93
PH 206

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou National Bouvereniging Beperk,** Eksekusie Eiser, en **Pieterson, A. N. V.,** Eksekusie Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof teen die Verweerder toegestaan op 14 Desember 1993, en 'n lasbrief vir eksekusie gedateer 28 Februarie 1994, sal die ondervermelde eiendom verkoop word op 8 September 1994 om 10:00, voor die kantore van die Balju van die Hooggeregshof, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Sekere erf: Erf 860, Winchester Hills-uitbreiding 3-dorpsgebied, groot 1 001 vierkante meter, gehou T21969/93.

Verbetering: Buitegebou. Die koper sal 10% (tien persent) van die koopprys met die koop betaal en die balans van die koopprys binne 14 dae, of sekuriteit deur die bank of bougenootskap verstek.

Terme en verkoopvoorwaardes: Die volldige voorwaardes van verkoop is ter insae by die kantoor van die Balju, te Marshallstraat 131, Johannesburg.

Gedateer te Johannesburg op hierdie 25ste dag van Julie 1994.

Kok & Hendrikse, Sewende Verdieping, Nedbank Corner, Jorrisenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. Mnr. du Plessis/wb/S745.)

Saak 6326/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Johannes Hendrik Venter,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erfnommer: Gedeelte 7, soos meer volledig beskryf word op Deeltitelplan SS662/92, in die skema bekend as Fanmore Court, geleë te Erf 2767, Kempton Park-dorpsgebied, sowel as eksklusiewe gebruiksarea beskryf as Tuin Area T6, plaaslike owerheid Kempton Park.

Transportaktenommer: Gehou onder Titelakte ST105448/92, grootte 102 (eenhonderd en twee) vierkante meter, ten opsigte van Eenheid 7, Fanmore Court en 92 (twee-en-negentig) vierkante meter ten opsigte van eksklusiewe Tuin Area T6.

Ook bekend as: Woonstel 7, Fanmore Court, Albatrosstraat, Kempton Park.

Beskrywing: Eenheid bestaande uit sitkamer, eetkamer, badkamer, twee slaapkamers, kombuis, alles onder 'n sinkdak en 'n eksklusiewe gebruiksarea beskryf as Tuin Area T6.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1167.)

Case 8299/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Barend Phillipus Hendrik du Plessis,** First Defendant, and **Elsie Johanna Elizabeth du Plessis,** Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 9 September 1994 at 11:00:

Portion 1 of Erf 150, in the Township of Wolvïî Portion 1 of Erf 150, in the Township of Wolmer, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 32 Jopie Fourie Street, Wolmer.

Particulars are not guaranteed.

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

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-392334/JAA/M. Oliphant.)

Case 6571/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Shane Peter Thomas,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, on 10 June 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 718, Sunward Park Extension 2, Township, situated on 23 Constalation Street, Sunward Park, Extension 2, in the Township of Sunward Park Extension 2, District of Boksburg, measuring 1 200 (one thousand two hundred) square metres.

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

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6300/Mrs Teixeira.)

Saak 5557/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Cliff Anthony Tager,** en **Petronella Getruida 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, 9 September 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 (een een twee nege) vierkante meter, gehou kragtens Akte van Transport T15294/93.

Bestaande uit: Sitkamer, eetkamer, twee badkamers, aparte toilet, TV-kamer, kombuis en drie slaapkamers.

Buitegeboue bestaan uit: Bediendekamer, toilet en motorhuis. Daar is ook 'n lapa en 'n afdak.

Die belangrikste voorwaarde 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 9de dag van Augustus 1994.

J. B. Kok, vir Theron Jordaan & Smit, Octrongebou, Lombardstraat 62, Potchefstroom, 2520. (Verw. mnr. Kok/ZVB/18538.)

Saak 1995/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU THE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.,** 86/04794/06, handeldrywende as Trust Bank, voorheen handeldrywende as Santambank Bpk., Eiser, en **Jacobus Willem Olivier,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 18 Mei 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Landdroshof, Vanderbijlpark, aan die hoogste bieër op 17 September 1994 om 10:00, by die eiendom, naamlik Hoewe 8, Gladwood, Vanderbijlpark:

Hoewe 8, Gladwood-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,1414 hektaar.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 4de dag van Augustus 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 812-0316.) (Verw. E.40008/R. Ellis.)

NOTICES OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 8 September 1994 at 10:00:

Nedcor Bank Limited, is the Execution Creditor

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

4. Improvements as set out hereunder are not guaranteed:

Case Number: 7575/94.

Judgment Debtor/s: **King Abram Mahlangu.**

Property: Right of leasehold over Erf 281, Leboeng Township, Registration Division IR, Transvaal, situate at Erf 281, Leboeng, Tembisa.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0640.

Case Number: 6423/94.

Judgment Debtor/s: **Makgina Raesiba Mametwa** and **David Mokgokolosi Mmametlwa.**

Property: Right of leasehold over Erf 33, Maokeng Township, Registration Division IR, Transvaal, situate at Erf 33, Maokeng, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and three store-rooms.

Reference: MM0591.

Case Number: 7574/94.

Judgment Debtor/s: **Matsimela Lazarus Masetloa.**

Property: Right of leasehold over Erf 1092, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situate at Erf 1092 Maokeng Extension 1, Tembisa.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0638.

Case Number: 7576/94.

Judgment Debtor/s: **Madimetja Simon Matjiu.**

Property: Right of leasehold over Erf 515, Moriting Township, Registration Division IR, Transvaal, situate at Erf 515, Moriting, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising two garages, four store-rooms and toilet.

Reference: MM0644.

Case Number: 7572/94.

Judgment Debtor/s: **Sonnyboy Jacob Mazibuko.**

Property: Right of leasehold over Erf 377, Umthambeka Township, Registration Division IR, Transvaal, situate at Erf 377, Umthambeka, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, two store-rooms and toilet.

Reference: MM0639.

Case Number: 7096/94.

Judgment Debtor/s: **Florence Mmamoto Mosime.**

Property: Right of leasehold over Erf 418, Leboeng Township, Registration Division IR, Transvaal, situate at Erf 418, Leboeng, Tembisa.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0642.

Case Number: 5863/94.

Judgment Debtor/s: **Modiele Slimon Ramoshaba.**

Property: Right of leasehold over 744 Sedibeng Township, Registration Division IR, Transvaal, situate at 744 Sedibeng, Tembisa.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising two store-rooms and toilet.

Reference: MR0038.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For futher details contact Miss Kent [Tel. (011) 825-1015.]

Saak 5635/94

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en **C. B. & E. E. J. Hanekom,** Eksekusieskuldenaars

Ingevolge uitspraak van die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 19 Mei 1994, die hiernagenoemde eiendom op Donderdag, 8 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Gedeelte 5 soos beskryf in Deeltitel Plan SS69/80 in die skema bekend as Monuret, Kempton Park-uitbreiding 5 dorpsgebied, Registrasieafdeling IR, Transvaal, groot 80 vierkante meter, ook bekend as 5 Monuret, Haakdoringstraat, Edleen, Kempton Park, gehou onder Titelakte ST103222/92, asook Parkeerarea No. 27, groot 18 vierkanter meter synde 'n gedeelte van die gemeenskaplike eiendom.

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

Verbeterings: Sitkamer, een-en-'n-halwe slaapkamer, badkamer, toilet en kombuis, alles onder 'n sinkdak.

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

Gedateer te Kempton Park op hierdie 12de dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtle-gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1422.)

NOTICE OF SALES IN EXECUTION *(ALBERTON MAGISTRATE'S COURT)*

All the sales in execution are to be held at the offices of the Sheriff, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 7 September 1994 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 3707/94.

Judgment Debtor/s: **Bum Mishack Gumbi.**

Property: Right of leasehold over Erf 16, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 16, Tokoza.

Improvements: Semi-detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

Reference: MG0029.

Case Number: 7942/92.

Judgment Debtor/s: **Petrus Ndosi Gumbi.**

Property: Right of leasehold over Erf 8031, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8031, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and toilet.

Reference: MG0015.

Case Number: 7066/91.

Judgment Debtor/s: **Mgqibelo Jan Hlongwane** and **Nozizo Esther Hlongwane.**

Property: Right of leasehold over Erf 2016, Nhlapo Township, Registration Division IR, Transvaal, situated at Erf 2016, Nhlapo, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising carport, servants' quarters and toilet.

Reference: MH0300.

Case Number: 3895/94.

Judgment Debtor/s: **Hambayedwa Eric Khanyeza** and **Ntombizodwa Catherine Khanyeza.**

Property: Right of leasehold over Erf 11905 (formerly Erf 1234), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11905 (formerly Erf 1234), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MK0083.

Case Number: 1661/91.

Judgment Debtor/s: **Resimate Abel Khosa.**

Property: Erf 1246, Spruit View Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1246, Spruit View Extension 1, Katlehong.

Improvements: Semi-detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and two bathrooms.

Reference: MK0010.

Case Number: 3725/94.

Judgment Debtor/s: **Matsidiso Philemon Letsoko.**

Property: Right of leasehold over Erf 11058 (formerly Erf 387), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11058 (formerly Erf 387), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: ML0033.

Case Number: 2841/94.

Judgment Debtor/s: **Solomon Mandlenkosi Linda.**

Property: Right of leasehold over Erf 11616 (formerly Erf 945), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11616 (formerly Erf 945), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: ML0030.

Case Number: 3884/94.

Judgment Debtor/s: **Lekomoto Gilbert Mabeba.**

Property: Right of leasehold over Erf 11633 (formerly Erf 962), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11633 (formerly Erf 962), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MM0602.

Case Number: 4570/94.

Judgment Debtor/s: **Mhlupheki Joseph Mabunda.**

Property: Right of leasehold over Erf 11842 (formerly Erf 1171), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11842 (formerly Erf 1171), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MM0632.

Case Number: 2927/94.

Judgment Debtor/s: **Bosman Freddy Madonsela.**

Property: Right of leasehold over Erf 1011, A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 1011, A P Khumalo, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MM0564.

Case Number: 2654/94.

Judgment Debtor/s: **Rosinah Fatshe Magano.**

Property: Right of leasehold over Erf 11643 (formerly Erf 972), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11643 (formerly Erf 972), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0547.

Case Number: 4564/94.

Judgment Debtor/s: **Thembeni Charles Mahungela.**

Property: Erf 5975, Moleleki Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 5975, Moleleki Extension 2, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0629.

Case Number: 3894/94.

Judgment Debtor/s: **Makosi Majezi** and **Zoleka Olvy Majezi.**

Property: Right of leasehold over Erf 2300 (formerly Erf 1974), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2300 (formerly Erf 1974), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising two rooms other than kitchen and bathroom.

Reference: MM0604.

Case Number: 3885/94.

Judgment Debtor/s: **Msongelwa Titus Malaza** and **Naasle Tryphina Malaza.**

Property: Right of leasehold over Erf 1304, Nhlapo Township, Registration Division IR, Transvaal, situated at Erf 1304, Nhlapo, Katlehong.

Improvements: Semi-detached single storey brick built residence under asbestos roof comprising one room other than kitchen and bathroom with outbuildings of a similar construction comprising servants' quarters.

Reference: MM0597.

Case Number: 4801/94.

Judgment Debtor/s: **Ditshehlo Joab Malete.**

Property: Right of leasehold over Erf 11135 (formerly Erf 464), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11135 (formerly Erf 464), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0646.

Case Number: 3892/94.

Judgment Debtor/s: **Patrick Sitonama Mapoyi.**

Property: Right of leasehold over Erf 8351, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8351, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising one room other than kitchen.

Reference: MM0607.

Case Number: 3888/94.

Judgment Debtor/s: **Mokekane Piet Masiteng** and **Nthabiseng Genie Masiteng.**

Property: Right of leasehold over Erf 2465 (formerly Erf 239), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2465 (formerly Erf 239), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and bathroom.

Reference: MM0598.

Case Number: 4802/94.

Judgment Debtor/s: **Sameul Mosala Matia** and **Lydia Motshabi Sebatlelo.**

Property: Right of leasehold over Erf 3031, Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 3031, Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MM0650.

Case Number: 4804/94.

Judgment Debtor/s: **Isaac Msotho Mazibuko.**

Property: Right of leasehold over Erf 11357 (formerly Erf 686), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11357 (formerly Erf 686), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0649.

Case Number: 8490/89.

Judgment Debtor/s: **Chaba Abel Mokoena.**

Property: Right of leashold over Erf 11819 (formerly Erf 1148), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11819 (formerly Erf 1148), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen with outbuildings of a similar construction comprising toilet.

Reference: MM0636.

Case Number: 4080/94.

Judgment Debtor/s: **Khazamula Peter Mthenjana.**

Property: Right of leasehold over Erf 10920 (formerly Erf 249), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 10920 (formerly Erf 249), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and bathroom.

Reference: MM0609.

Case Number: 4076/94.

Judgment Debtor/s: **Timothy Nicholas Ndaba** and **Sibongile Eunice Ndaba.**

Property: Right of leasehold over Erf 11588 (formerly Erf 917), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11588 (formerly Erf 917), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising one room other than kitchen.

Reference: MN0189.

Case Number: 6344/91.

Judgment Debtor/s: **Paul Thaele** and **Mookho Jeminah Thaele.**

Property: Right of leasehold over Erf 207, Tsolo Township, Registration Division IR, Transvaal, situated at Erf 207, Tsolo, Katlehong.

Improvements: Semi-detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising carport, servants' quarters and toilet.

Reference: MT0075.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent [Tel. (011) 825-1015].

Saak 4269/93
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Snyders: Johannes Stephanus,** Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 7 September 1994 om 10:00, by die kantore van die Balju, Krugersdorp, Klaburnhof, Ockerse-straat 22B, Krugersdorp, van die ondergemelde eiendom:

Sekere Gedeelte 41 van die plaas Golden Valley 621, Registrasieafdeling IQ, Transvaal, groot 21,4133 (een-en-twintig komma vier een drie drie) hektaar.

Geleë te Plot 41, Golden Valley Plaas, Wolwekransstraat, Magaliesberg, Krugersdorp, Wesrand.

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

'n Drieslaapkamerhuis met staalvensters, sinkdak, baksteenmure, omheining en 'n mooi tuin.

Bestaande uit sitkamer, gesinskamer, eetkamer, badkamer en kombuis.

Buitegeboue bestaan uit twee bediendekamers, drie stoorkamers, drie motorhuise en boorgat met Yamaha pomp.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Krugersdorp, Klaburnhof, Ockersestraat 22B, Krugersdorp, of die Eiser se prokureurs, Blakes Ing., Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

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

D. J. Rens, vir Blakes Ing., Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. mnr. Rens/IVDB/RRS052.)

Saak 602/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Leoni du Plessis,** Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Piet Retief gedateer 16 Julie 1992 en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 16 Julie 1992, sal die ondervermelde vaste eiendom op Vrydag, 2 September 1994 om 10:00, voor die Landdroskantoor te Piet Retief deur die Balju van die Landdroshof, Piet Retief, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 1 van Erf 239, geleë in die dorp Piet Retief, Registrasieafdeling HT, Transvaal, groot 1 903 (eenduisend negehonderd en drie) vierkante meter, ook bekend as Van Dykstraat 2, Piet Retief.

Die eiendom is verbeter.

Woonhuis bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, studeerkamer en waskamer.

Buitegebou: Enkelgarage, bediendekamer en toilet.

Voorwaardes:

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

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

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

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

Geteken te Ermelo hierdie 8ste dag van Augustus 1994.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350.

Saak 6339/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. C. Roos,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik van Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 9 September 1994 om 10:00:

Erf 253, geleë in die dorpsgebied Sonlandpark, Registrasieafdeling IQ, Transvaal, groot 1 415 (eenduisend vierhonderd en vyftien) vierkante meter, gehou kragtens Akte van Transport T49298/90.

Bekend as Perseel Tafelbergstraat 9, Sonlandpark, Vereeniging.

Verbeterings: I.B.R. Dak, drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, toilet, volvloermatte, waskamer, dubbelgarage, dubbelmotorafdak, buite toilet en heining/muur.

Terme: $\frac{1}{10}$ (Een tiende) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg.

Sodanige waarborg moet verstrek word binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie dag van Augustus 1994.

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

Saak 7855/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Oostelike Provinsie Bouvereniging,** Eiser, en **Grobler Martha Magdalena,** Eerste Verweerder, en **Grobler William John,** Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 2 September 1994 om 09:00, verkoop word deur die Balju te Landdroskantoor, Kerkstraat, Nigel, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1440, Dunnottar-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 824 (eenduisend agtehonderd vier-en-twintig) vierkante meter; en

Erf 1441, Dunnottar-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 725 (eenduisend sewehonderd vyf-en-twintig) vierkante meter.

Geleë te Ruddweg 6, Dunnottar, Nigel.

Gedateer die 4de dag van Augustus 1994.

H. S. B. van Graan, vir Shane van Graan, Suite 2, IVH-sentrum, Leeuwpoortstraat 142, Boksburg. (Tel. 892-1000.) (Verw. mnr. van Graan/LS.)

Case 7855/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eastern Province Building Society,** Plaintiff, and **Grobler Martha Magdalena,** First Defendant, and **Grobler William John,** Second Defendant

Pursuant to a judgment granted by the above Honourable Court, the undermentioned property will be sold on 2 September 1994 at 09:00, at the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

The complete conditions of sale may be inspected at the office of the Sheriff.

Certain Erf 1440, Dunnottar Township, Registration Division IR, Transvaal, measuring 18 824 (eighteen thousand eight hundred and twenty-four) square metres; and

Certain Erf 1441, Dunnottar Township, Registration Division IR, Transvaal, measuring 1 725 (one thousand seven hundred and twenty-five) square metres.

Situated at 6 Rudd Road, Dunnottar.

Dated the 4th day of August 1994.

H. S. B. van Graan, for Shane van Graan, Suite 2, IVH Centre, 142 Leeuwpoort Street, Boksburg. (Tel. 892-1000.) (Ref. Mr van Graan/LS.)

Saak 19569/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Basa Investments Beslote Korporasie,** Eerste Verweerder, en **Pillay Bhave Egambaram,** Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 8 September 1994 om 10:00 verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 50, soos getoon en vollediger beskryf op Deelplan SS203/92, in die skema bekend as Highbury ten opsigte van die grond en gebou of geboue geleë te Killarney-dorpsgebied, in die area van die Johannesburg plaaslike bestuur waarvan die vloeroppervlakte, volgens gemelde deelplan, 88 vierkante meter groot is, ook bekend as Woonstel 50, Highbury, hoek van Derde Laan en Negende Straat, Killarney.

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

Simpleks met sitkamer, twee slaapkamers, badkamer/toilet, kombuis en onderdak-parkeerarea.

Gedateer hierdie 10de 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 3841/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Two Highbury Investments Beslote Korporasie,** Eerste Verweerder, en **Pillay Bhave Egambaram,** Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 8 September 1994 om 10:00 verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 2, soos getoon en vollediger beskryf op Deelplan SS156/92, in die skema bekend as Highbury ten opsigte van die grond en gebou of geboue geleë te Killarney-dorpsgebied, in die area van die Johannesburg plaaslike bestuur waarvan die vloeroppervlakte, volgens gemelde deelplan, 93 vierkante meter groot is, ook bekend as Woonstel 2, Highbury, hoek van Derde Laan en Negende Straat, Killarney.

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

Simpleks met sitkamer, twee slaapkamers, badkamer/toilet, kombuis en onderdak-parkeerarea.

Gedateer hierdie 10de 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 7468/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mnwana Thamsanqa Anthony,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 8 September 1994 om 10:00 verkoop word te Marshallstraat 131, Johannesburg, op voorwaardes wat by kantoor van die Balju, Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 2544, Protea Glen-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 418 vierkante meter, ook bekend as Erf 2544, Protea Glen-uitbreiding 2.

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

Enkelverdiepingwoonhuis met sit-/eetkamer, twee slaapkamers, badkamer, toilet en kombuis.

Gedateer hierdie 10ste 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 4672/94

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

In die saak tussen **ABSA Bank Beperk,** h/a United Bank, Eksekusieskuldeiser, en **JF & JC Heymans,** Eksekusieskuldenaars

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 18 Mei 1994, die hiernagenoemde eiendom op Donderdag, 8 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 61, soos beskryf in Deeltitelplan SS448/91, in die skema bekend as Gladiator Court, Kempton Park-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 65 vierkante meter, ook bekend as Gladiator Court D10, Parkstraat, Kempton Park, gehou onder Titelakte ST12946/93, asook Parkeerarea P5, groot 10 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, gehou kragtens Notariële Sessie van Regte SK866/93S.

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

Verbeterings: Sit-/eetkamer, slaapkamer, badkamer, toilet, balkon, afdak en swembad in kompleks.

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

Gedateer te Kempton Park hierdie 12de dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1392.)

KAAP • CAPE

Case 103/94

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

ABSA Bank Limited, trading as United Bank *versus* **John Richard Edmunds**

The following property will be sold in execution at the site of the property, 60A Elizabeth Avenue, Port Owen, Laaiplek, Western Cape, on Friday, 16 September 1994 at 11:00, to the highest bidder:

Erf 1917, Laaiplek, in extent 404 square metres, held by T6869/1990, situated at 60A Elizabeth Avenue, Port Owen, Laaiplek, Western Cape.

1. The followng improvements are reported but not guaranteed:

Vacant land.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D4U0163/106014/gl.)

Case 17739/90

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

ABSA Bank Limited, trading as United Bank *versus* **John William Boonzaiehn William Boonzaier** and **Anita Rosalind Boonzaier**

The following property will be sold in execution at the site of the property, 155 Blair Road, corner of Coronation Road, Maitland, Western Cape, on Tuesday, 13 September 1994 at 11:30, to the highest bidder:

Erf 23575, Cape Town at Maitland, in extent 714 square metres, held by T27885/1986, situated at 155 Blair Road, corner of Coronation Road, Maitland, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, bathroom/shower, toilet and servant's room.

Flatlet: Room, kitchen and bathroom/shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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 ful 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. D0U1961/100169/gl.)

Case 5443/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Deon Vernon Daniels**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00, to the highest bidder:

Erf 6374, Kuils River, in extent 593 square metres, held by T48127/1987, situated at 12 Daisy Street, Sarepta, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, en suite shower/toilet and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sle to the date of tranfer] 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 shal 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. D1U0508/100533/gl.)

Case 2254/94

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

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Shereen Sylvia Abrahams,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 22 March 1994, the property listed hereunder, and commonly known as 52 Fulham Avenue, Hyde Park, Mitchells Plain, will be sold in execution in front of the Magistrate's Court of Mitchells Plain, on Tuesday, 6 September 1994 at 10:00, to the highest bidder:

Erf 2159, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 400 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. 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.1289.)

Case 2985/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Clifford Richard Lawrence,** Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 30 May 1994, the property listed hereunder, and commonly known as 11 Capri Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 44666, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 334 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th 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.1673.)

Saak 9923/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Fidelity Bank Beperk,** Eiser, en **Kenneth Henry Begg,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 7 September 1994 om 11:00, op die plek te Victoriaweg 161, Parow:

Die restant van Erf 9670, Parow, geleë in die munisipaliteit Parow, afdeling Kaap, groot 495 vierkante meter, gehou deur die Verweerder kragtens Transportakte T92890/93 gedateer 1 Desember 1993.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15,25% (vyftien komma twee vyf persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

'n Woonhuis bestaande uit sitkamer, eetkamer, vier slaapkamers, een en 'n halwe badkamer, kombuis, waskamer en dubbel garage.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberland 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 29ste dag van Julie 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 1119/94

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 **Norman Joseph,** First Judgment Debtor, and **Mercia Delphine Joseph,** Second Judgment Debtor

In pursuance of a judgment granted on 19 April 1994, in the Goodwood Magistrate's Court, the following property will be sold to the highest bidder, on 12 September 1994 at 11:00, at Goodwood Court-house:

Description: Erf 14742, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent 572 (five hundred and seventy-two) square metres, held by Deed ot Transfer 1329/87.

Postal address: 43 York Street, Cravenby Estate.

Improvements: Dwelling: Lounge, dining-room, TV-room, kitchen, three bedrooms, bathroom, toilet, store-room, servant's room and garage.

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 28th day of July 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z55512/HVN/Mrs Wolmarans.)

Case 2988/94

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

In the matter between **Eskom Finance Company (Pty) Limited,** Judgment Creditor, and **Lubha Daniel Paulsen,** First Judgment Debtor, and **Nompilo Ruth Paulsen,** Second Judgment Debtor

In pursuance of a judgment granted on 30 June 1994, in the Worcester, Magistrate's Court, the following property will be sold to the highest bidder, on 16 September 1994 at 11:00, at Worcester Court-house:

Description: Erf 13004, Worcester in the Zwelemtemba Township in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of Worcester, in extent 436 (four hundred and thirty-six) square metres, held by Deed of Transfer 18550/89.

Postal address: 989 Mthathi Road, Zweletemba, Worcester.

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

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 17% (seventeen 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 28th day of July 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W55443/HVN/Mrs Wolmarans.)

Case 2697/94

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 **Daniel Pretorius,** First Judgment Debtor, and **Joan Brendalee Pretorius,** Second Judgment Debtor

In pursuance of a judgment granted on 11 May 1994, in the Goodwood, Magistrate's Court, the following property will be sold to the highest bidder, on 13 September 1994 at 11:00, at 32 Loganberry Street, Bonteheuwel:

Description: Erf 131074, Cape Town at Bonteheuwel in the Municipality of Cape Town, Cape Division, in extent 219 (two hundred and nineteen) square metres, held by Deed of Transfer 64872/93.

Postal address: 32 Loganberry Street, Bonteheuwel.

Improvements: Dwelling: Lounge, kitchen, two bedrooms, bathroom and garage.

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 28th day of July 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z56097/HVN/Mrs Wolmarans.)

Case 30964/93

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 **Henry Isaacs,** First Judgment Debtor, and **Judith Edith Isaacs,** Second Judgment Debtor

In pursuance of a judgment granted on 25 January 1994, in the Bellville, Magistrate's Court, the following property will be sold to the highest bidder, on 12 September 1994 at 11:00, at Goodwood Court-house:

Description: Erf 12481, Parow, in the Municipality of Parow, Cape Division, in extent 387 (three hundred and eighty-seven) square metres, held by Deed of Transfer 60962/90.

Postal address: 5 Kirkwood Road, Matroosfontein.

Improvements: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

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 28th day of July 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z53409/HVN/Mrs Wolmarans.)

Saak 1204/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **ABSA Bank** (handeldrywende as Allied), Eiser, en **J. Abrahams,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 1 Julie 1994, sal die hiernagemelde vaste eiendom geregtelik verkoop word op 31 Augustus 1994 om 10:30, op die perseel te Arnold de Jagerrylaan 25, Oudtshoorn, Erf 9968, Oudtshoorn, aan die hoogste bieder onderworpe aan die hiernagemelde voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling afgelees sal word:

Eiendomsbeskrywing: Erf 9968, Oudtshoorn, in die munisipaliteit en afdeling van Oudtshoorn, groot 315 (driehonderd en vyftien) vierkante meter, Transportakte 43321/92.

Sonering: Woning.

Betaalvoorwaardes: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veiling. Die balans teen oordrag wat verseker moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum afgelewer te word by die afslaer.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Hoogstraat 159, Oudtshoorn en by Rabie, p.a. Pocock & Bailey, Kerkstraat 117, Oudtshoorn, opdraggewende prokureurs.

Gedateer te Oudtshoorn op hierdie 29ste dag van Julie 1994.

Pocock & Bailey, Prokureurs vir Eiser, Kerkstraat 117; Posbus 58, Oudtshoorn, 6620. (Verw. FJR/jk/522.)

Case 13003/92

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

In the matter between **ABSA Bank Limited** (trading as Allied Bank), Plaintiff, and **Joseph Saralina,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Court Steps, Mitchells Plain South, on 8 September 1994 at 09:00:

Erf 1888, Mandalay, Cape Division, in extent 480 (four hundred and eithty) square metres, also known as 101 Dickins Drive, Merrydale.

Conditions:

1. The following information is furnished, but not guaranteed: Single dwelling of brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be deliverd within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 29th day of July 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Saak 907/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GRABOUW GEHOU TE GRABOUW

In die saak tussen **Heunis & Heunis,** Eiser, en **mnr. C. Vraagom,** Verweerder

Die volgende eiendom sal in eksekusie verkoop word te Erf 1152, Grabouw, geleë te Arborrylaan 16, Grabouw, op Woensdag, 28 September 1994 om 11:00, aan die hoogste bieër:

Erf 1152, Grabouw, in die munisipaliteit Grabouw, afdeling Caledon, groot 800 (agthonderd) vierkante meter, gehou kragtens Transportakte T51588/1993, geleë te Arborrylaan 16, Grabouw.

1. *Betaling:* Tien per centum (10%) van die koopprys moet ten tyde van die verkoping kontant of per depositonemende instelling-gewaarborgde tjek betaal word en die balans teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde waarborg van 'n depositonemende instelling wat binne 14 dae van die verkoping afgelewer moet word.

2. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die veroping voorgelees word en lê ter insae in die kantoor van die Balju.

C. F. Geel, vir Heunis & Heunis, Prokureurs vir Vonnisskuldeiser, Huisingstraat 10, Somerset-Wes. (Verw. CFG/FS/V64g.)

Saak 1090/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Mandy Truter,** Eerste Vonnisskuldenaar, en **Emile Solomon Truter,** Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 6 September 1994 om 11:00, te Abbatoirweg 55, Charleston Hill, Paarl, naamlik:

Erf 11626, Paarl, in die munisipaliteit en afdeling Paarl, groot 612 (seshonderd en twaalf) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T73370/92, en geleë te Abbatoirweg 55, Charleston Hill, Paarl.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Woning bestaande uit drie slaapkamers, sitkamer, eetkamer, een-en-'n-half badkamer, kombuis en twee motorhuise en 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, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

2. Die volle koopprys is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan 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.

Gedateer te Paarl hierdie 3de dag van Augustus 1994.

Van Wyk, Gaum, Fouchee Ingelyf, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 995/94

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

In the matter between **King William's Town Municipality,** Plaintiff, and **Mr B. Pretorius,** Defendant

In pursuance of a judgment in the above Honourable Court of 20 June 1994, and a writ of execution dated 15 June 1994, the following immovable property will be sold in execution on 7 September 1994 at 10:20, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf B 770 (Breidbach), King William's Town, Municipality and Division of King William's Town, in extent 407 (four hundred and seven) square metres, being 93 Uitsig Street, Breidbach, King William's Town, held by Deed of Transfer T2877/1988.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorney on the day of the sale and prior to the signature of the conditions of sale.

2. The properties to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this the 1st day of August 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. Wood/lrw.)

Case 10619/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **RIC Properties CC,** Judgment Debtor

In pursuance of a judgment granted in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2 September 1994 at 09:30, to the highest bidder:

Place of sale: 28 Deer Lodge Drive, Dorchester Heights.

Date of judgment: 1 November 1994.

Description: Erf 20961, East London, Municipality and Division of East London, situated at 28 Deer Lodge Drive, Dorchester Heights, in extent 909 (nine zero nine) square metres.

Improvements: Dwelling-house and garage.

Held by: Deed of Transfer T774/1992.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers 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 purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the 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 purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Mr L. D. Kemp/cg.)

Case 927/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Johanna Petronella van Niekerk,** Defendant

Notice is hereby given that, in terms of the judgment of the above-mentioned Honourable Court granted on 2 September 1993, the following immovable property will be sold:

1. Erven 231, 232 and 234, Venterstad, commonly known as 4 Kriger Street, Venterstad.

The sale will take place at 4 Krige Street, Venterstad, on 5 September 1994 at 10:00:

2. *Conditions of sale:*

2.1 The property will be sold by public auction, voetstoots, to the highest bidder, subject to such servitudes and title conditions as to which they may presently be registered, as reflected in the title deeds.

2.2 The buyer will pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission, on the date of the sale, in cash. The balance of the purchase price is payable against transfer of the revelant properties and be secured by the provision of a bank or building society guarantee, presented to the Sheriff within 20 (twenty) days of the date of the sale.

2.3 The complete conditions of sale relevant to the above-mentioned sales, are available for inspection at the offices of the Plaintiff's attorneys, and at the offices of the Sheriff of the Supreme Court, 25 Hendrik Potgieter Street, Burgersdorp, telephone number (0553) 31-838.

3. *Description of property:*

3.1 The property consists of two garages, store-room, wooden house, windmill and dam, kitchen with built-in cupboards, bathroom, toilet, pantry, lounge, TV-room, dining-room and four bedrooms.

3.2 The house's roof consists of zinc.

3.3 The house is presently in a good condition, and the improvements on the property consists of approximately 150 square metres, and the erven consists of approximately 1 200 square metres.

Dated at Grahamstown on this 22nd day of July 1994.

Wheeldon Rushmere & Cole, Plaintiff's Attorneys, 119 High Street, Grahamstown. (Ref. Mr Brody.)

Case 1423/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr P. B. Beukes,** First Defendant, and **Mrs M. Beukes,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 6 September 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 641 (portion of Erf 495) Blue Downs, 272 (two hundred and seventy-two) square metres, held by Deed of Transfer T2786/1993, situated at 10 Hockenheim Street, Blue Downs, Eerste River.

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 centum (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 26950/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr L. C. de Kock,** First Defendant, and **Mrs C. C. de Kock,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 8 September 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 8455, Grassy Park, 418 (fourteen hundred and eighteen) square metres, held by Deed of Transfer T1877/1981 and T6471/1983, situated at 237 Seventh Avenue, Grassy Park.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 5213/94

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

In the matter between **N.B.S. Bank Limited,** Plaintiff, and **John Richard Kenned,** First Defendant, and **Rachel Kenned,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 24 June 1994, the undermentioned property will be sold in execution at the premises on Tuesday, 6 September 1994 at 11:30:

Erf 2068, Eerste River, in the local area of Blue Downs, Division Stellenbosch, measuring 233 (two three three) square metres and held by Deed of Transfer T69603/92, comprising lounge, three bedrooms, bathroom, toilet and kitchen, and maid's quarters comprising two bedrooms, bathroom, toilet and kitchen, and known as 80 River Crescent, Forest Park, Eerste River.

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 in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

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

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 2533/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Nomfunso Yolisa Manyakanyaka** (adult female), Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution dated 11 May 1994, the following property will be sold on 2 September 1994 at 10:00, at the property, namely 56 Garcia Street, Cambridge, East London, to the highest bidder:

Erf 3668, East London, Municipality and Division of East London, in extent 954 (nine hundred and fifty-four) square metres, held by Deed of transfer No. 6512/1992, also known as 56 Garcia Street, Cambridge, East London, subject to the conditions referred to in the said deed of transfer.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within 14 (fourteen) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the aforegoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed:

Brick under asbestos dwelling consisting lounge, kitchen, three bedrooms, bath/water closet, entrance hall and dining-room. Outbuildings: Single garage and maid's room/w.c.

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

Russel Esterhuizen Nel & De Klerk, Judgment Creditors Attorneys, 8 Graham Road, Southernwood, East London. (Ref. I. C. Russell.)

Case 1392/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Borlase Debt Administration,** Plaintiff, and **M. P. Zulu,** Defendant

In pursuance of a judgment granted on 7 April 1993, 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 14 September 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborne Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B2248, in the Township of Sundumbili, District of Inkanyezi, measuring 648 square metres, represented and described on General Plan PB136/1990, registered in the name of Mandla Philemon Zulu, by virtue of Deed Grant G5506/90.

(b) *Street address:* B2248, Sundumbili.

(c) *Improvements* (not warranted to be correct): Dwelling consisting two bedrooms, lounge, kitchen and bathroom with 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, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

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

Chris van der Merwe & Partners, The Park, Unit J1, Groundfloor, 7 Pearce Crescent, P.O. Box 857, Empangeni, 3880. (DX. 4.).

Case 39556/91

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

In the matter between **United Bank Limited,** Judgment Creditor, and **Andrew Kid Mathews,** First Judgment Debtor, and **Leah Mathews,** Second Judgment Debtor

In pursuance of a judgment granted on 19 November 1991, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 13 September 1994 at 10:00, at Mitchells Plain Court-house:

Description: Erf 9053, Guguletu, in the area of the Ikapa Town Council, Cape Division, in extent three hundred and ninety-eight (398) square metres.

Postal address: 7 Dabua Crescent, Luyoloville, Guguletu.

Improvements: Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet, held by Deed of Transfer L29754/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 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 19,75% (nineteen comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 19th day of July 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W35281/HVN/Mrs Wolmarans.)

Case 3217/93

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

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Wulf's Property Trust CC,** Defendant

In the above matter a sale will be held on Wednesday, 21 September 1994 at 11:00, at 7 Spearhead Road, Marina da Gama.

The site being: Erf 94178, Cape Town, at Muizenberg, in the City of Cape Town, Cape Division, measuring five hundred and ninety-five (595) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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): Three bedrooms, two bathrooms, dining-room, lounge, kitchen, double garage and tile roof.

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, Simon's Town, and at the offices of the undersigned.

Dated at Mitchells Plain this 15th day of July 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.)

Case 014592/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOOWOOD HELD AT GOODWOOD

In the matter between **De Aar Mills (Pty) Limited** (trading as Sunmark Distributors), Execution Creditor, and **Mr Nathan Thanjan** (trading as Crescent Bakery), Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction on the premises, to the highest bidder on 6 September 1994 at 12:00:

Erf 112410, Diep River, in the Municipality of Cape Town, Cape Division, in extent six hundred and twelve (612) square metres.

Address: 4 Shiraaz Close, Diep River.

Conditions of sale:

1. The following information is furnished but not guaranteed: One single-dwelling, brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

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 purchaser price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16%) per annum from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

Case 9731/93

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

In the matter between **ABSA Bank Limited** (trading as United Bank), *versus* **Sarah Johnson**

The following property will be sold in execution by public auction, held at Malmesbury Court, to the highest bidder on 9 September 1994 at 10:00:

Erf 10844, Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent 387 (three hundred and eighty-seven) square metres, held by Deed of Transfer T36981/93, situated at 45 Goedehoop Street, Atlantis, Wesfleur:

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 toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer againt registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 41283/92

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 **Mogammat Fadeel Kassiem** (married by Moslem Rites), Defendant

In the above matter a sale will be held on Thursday, 22 September 1994 at 10:00, at 32 Addison Road, Lansdowne:

The site being: Erf 102991, Cape Town, at Wetton in the Municipality of Cape Town, Cape Division, measuring four hundred and ninety-six (496) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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): Consisting of brick walls under asbestos roof, lounge, kitchen, three bedrooms, 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 18th 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 1942/94

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

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

In the above matter a sale will be held on Tuesday, 13 September 1994 at 11:00, at 8 Exeter Lane, Belhar.

The site being: Erf 28629, Bellville, situated in the Local Area of Belhar, Cape Division, measuring two hundred and seventy-one (271) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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): Two bedrooms, lounge, toilet and bathroom.

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, Bellville, and at the offices of the undersigned.

Dated at Mitchells Plain this 15th day of July 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.)

Saak 4201/91

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Beperk,** Eiser, en **mnr. & mev. V. V. Myataza,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 17 Februarie 1992, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 151, Cedilestraat 53, Kaya Mandi, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Landdroskantoor, Stellenbosch, op 6 September 1994 om 10:30, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een-tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 151, Kaya Mandi, in die gebied van die Stadsraad van Kaya Mandi Administratiewe distrik Stellenbosch, groot 430 (vier honderd en dertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte TL28514/91 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Baksteenhuis, asbesdak, drie slaapkamers, badkamer, sitkamer en kombuis.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

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

Cluver Markotter, vir G. J. Erasmus, S. A. Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/sr/24863.)

Case 8596/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Nowase Aurelia Madlebe,** Defendant

The following property will be sold in execution of a judgment of the above-mentioned Court on the steps in front of the Magistrate's Court for the District of Mitchells Plain, on Tuesday, 6 September 1994 at 10:00, to the highest bidder:

Erf 24054, Khayelitsha, in extent 273 (two hundred and seventy-three) square metres, held by T66796/1988, situated at 63 Plum Crescent, Tembani Village, Khayelitsha, 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 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 10 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. D2U0522/102800/gl.)

Case 2407/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd,** Plaintiff, and **Martin John Davids,** First Defendant, and **Angela Elaine Davids,** Second 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 Tuesday, 6 September 1994 at 10:45:

Erf 2116, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 238 (two three eight) square metres, held by Deed of Transfer T75517/88, and comprising of lounge, three bedrooms, bathroom, toilet and kitchen and known as 8 Fleetwood, Dennemere, Blackheath.

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 in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 21st day of July 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 18275/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Llewellyn Peter van Rensburg,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 10 September 1993, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 2 September 1994 om 14:00, op die perseel te Tomsweg 1006, Franskraalstrand, 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 1006, Franskraal, in die gebied van die munisipaliteit Gansbaai en afdeling Caledon, groot 729 (sewehonderd nege-en-twintig) vierkante meter, gehou kragtens Transportakte T8341/1979, ook bekend as Tomsweg 1006, Franskraalstrand.

Betaalvoorwaardes: 10% (tien persent) van die koopprys en afslaersgelde 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 word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 177, Hermanus. (Tel. 2-2508.)

Gedateer te Bellville hede die 27ste dag van Julie 1994.

A. H. der Kinderen, for Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Wall.)

Case 990/94

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

In the matter between **King William's Town Municipality,** Plaintiff, and **Miss B. Mayipase,** Defendant

In pursuance of a judgment in the above Honourable Court of 20 June 1994, and a writ of execution dated 15 June 1994, the following immovable property will be sold in execution, on 7 September 1994 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 343, Breidbach, King William's Town, Municipality and Division of King William's Town, in extent 528 (five hundred and twenty-eight) square metres, being 39 Protea Drive, Breidbach, King William's Town, held by Deed of Transfer T2921/1993.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 28th day of July 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 11667/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Deon Edward Dorman,** First Execution Debtor, and **Julita Dorman,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 9 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 9 September 1994 at 10:00:

Erf 4281, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, in extent 407 (four hundred and seven) square metres.

Street address: 46 Mirage Road, Constantia Park, Eerste 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 two bedrooms, kitchen, lounge and bathroom/toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% 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 27th day of July 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 45247/93

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

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. 124 of 1993, Plaintiff, and **Mr Mogamat Alodien Salie,** Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises commonly known as 28 Lakeside Mews, corner of Lake Road and Ninth Avenue, Grassy Park, on Monday, 5 September 1994 at 12:00, namely:

Section 28, as shown and more fully described on Sectional Plan SS266/1993 in the scheme known as Lakeside Mews in respect of the land and building or buildings situated at Zeekoevlei in the Local Area of Grassy Park, Cape Division.

An undivided share of the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, in extent the floor area according to the sectional plan is 29 (twenty-nine) square metres, held by Certificate of Registered Title ST10120/1993.

Commonly known as 28 Lakeside Mews, corner of Lake Road and Ninth Avenue, Grassy Park.

Which property is said, without warranty as to the correctness thereof, to comprise of flat on the ground floor consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale is subject tod 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 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 flat on the first floor consisting of bedroom, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court and at the offices of the undersigned.

Dated at Cape Town this 7th 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 21733.)

Case 218/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited,** Plaintiff, and **David Matthew Baillie,** Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 12 January 1993, the following property will be sold on 2 September 1994 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 336, Kei Mouth, Kei Mouth Township Extension 1, Municipality of Kei Mouth, Komga Division, in extent 1 143 (one thousand one hundred and forty-three) square metres, held under T594/84, known as Erf 336, Main Road, Kei Mouth.

The sale aforesaid will take place at the Magistrate's Court, Komga.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the day 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 Magistrate's 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 asbestos roof comprising three bedrooms, two bathrooms, kitchen and lounge.

Dated at East London on this 13th 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/tdj.)

Case 119/94

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

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Judgment Creditor, and **Gideon Michiel Andries Hanekom,** married in community of property to Maatje Magdalena Gloudina Hanekom, Judgment Debtor

In pursuance of judgment granted on 11 April 1994, in the Grabouw Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 September 1994 at 11:00, at 10 Nerina Street, Pineview, Grabouw, to the highest bidder:

Description: Erf 461, Grabouw, in the Municipality of Grabouw, Division of Caledon, in extent seven hundred and sixty-four (764) square metres.

Postal address: 10 Nerina Street, Pineview, Grabouw.

Improvements: With inter alia, a dwelling thereon, held by the Defendant in his name under Deed of Transfer T6480/91.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Meul Street, Caledon.

Dated at Somerset West this 12th day of July 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.] (Ref. Collections/PduT/fh.)

Saak 1923/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Petrus Johannes Valentine,** Eerste Verweerder, en **Johanna Valentine,** Tweede Verweerder

Ter uitvoering van 'n verstekvonnis wat op 3 Junie 1994 in die bogemelde Hof teen die bogemelde Verweerder is, sal die hiernavermelde vaste eiendom op Vrydag, 2 September 1994 om 11:00, te die perseel synde Bonnieslot 14, Parkhurst, Kraaifontein, opgeveil word onderhewig aan die hiernavermelde voorwaardes en die verdere voorwaardes wat by die veiling uitgelees sal word:

Eiendom: Erf 1554, Scottsdene, gehou kragtens Transportakte 15522/92, in die plaaslike gebied Scottsdene, afdeling Stellenbosch, groot 1 554 (eenduisend vyfhonderd vier-en-vyftig) vierkante meter.

Beskrywing van die eiendom: Die volgende inligting omtrent die eiendom word verstrek, maar niks word gewaarborg nie: 'n Baksteengebou, asbesdak, sitkamer, oopplankombuis, badkamer met toilet, drie slaapkamers, een en 'n halwe (1,5) badkamers en omhein met "vibacrete"-mure.

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 opgehef in verband met die eiendom. Die verkoopvoorwaardes lê ter insae by die perseel van die Balju, Kraaifontein.

Gedateer te Kaapstad.

Jan S. de Villiers & Seun, CHK Friedlander/T144, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad.

Case 1282/93

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

In the matter between **Nedcor Bank Limited,** Judgment Creditor, and **Machiel Josias Janse van Rensburg,** Judgment Debtor

In pursuance of judgment granted on 1 October 1993, in the Caledon Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 September 1994 at 11:00, at Erf 4424, White Road, Betty's Bay, to the highest bidder:

Description: Erf 4424, Betty's Bay, in the Municipality of Betty's Bay, Division of Caledon, in extent six hundred and thirty (630) square metres.

Postal address: Erf 4424, White Road, Betty's Bay.

Improvements: Vacant erf, held by the Defendant in his name under Deed of Transfer T31340/92.

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 effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Caledon.

Dated at Somerset West this 25th day of July 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.] (Ref. Collections/PduT/fh.)

Case 4134/94

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **A. M. Wicks,** First Execution Debtor, and **L. Wicks,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 16 June 1994 and in pursuance of an attachment in execution dated 21 June 1994, a sale by public auction will be held in front of the Magistrate' Court, Uitenhage, on Thursday, 1 September 1994 at 11:00, of the following immovable property situated at 31 Pheasant Drive, Rosedale, Uitenhage.

Zoned: Residential.

Being: Erf 9463, Uitenhage, in the Municipality and Division of Uitenhage, in extent 1 542 square metres, held by Abdul Malik Wicks and Latiefa Wicks, under Deed of Transfer T14852/86, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single storey detached dwelling under iron roof with lounge, three bedrooms, kitchen, dining-room and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 25th day of July 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 5233/88

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk** (voorheen SA Permanente Bouvereniging), Vonnisskuldeiser, en **Gert Perrang,** Eerste Vonnisskuldenaar, en **Francina Gertruida Perrang,** Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 5 September 1994 om 10:00, te Merchantstraat 57, Klapmuts, naamlik:

Erf 173 ('n gedeelte van Erf 168), Klapmuts, in die afdeling Paarl, groot 696 (seshonderd ses-en-negentig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T15883/87, en geleë te Merchantstraat 57, Klapmuts, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee, maar nie gewaarborg nie: 'n Woonhuis bestaande uit drie slaapkamers, eetkamer, sitkamer, badkamer, kombuis en motorhuis.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die Transportakte ten opsigte van die eiendom.

2. Die volle koopprys is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan 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.

Gedateer te Paarl hierdie 19de dag van Augustus 1994.

Van Wyk, Gaum Fouche Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 54/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Cyril Frederick Pienaar** and **Beryl Edith Pienaar**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Friday, 9 September 1994 at 09:00:

Erf 1213, Gaylee, in the Local Area of Melton Rose, in extent 300 (three hundred) square metres, held by Deed of Transfer T39375/88 and situated at 42 Helderberg Street, Melton Rose, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom 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 16,75% (sixteen comma seven five per cent) 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 26th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W16922.)

Case 5925/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Abdul Rashied Parker**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Friday, 9 September 1994 at 09:00:

Erf 3741, Blue Downs, in the Local Area of Blue Downs, in extent 393 (three hundred and ninety-three) square metres, held by Deed of Transfer T13236/92 and situated at 39 Delphinium Street, Blue Downs, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom 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 16% (sixteen per cent) 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 26th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19288.)

Case 1313/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Martin Ernest Lockett**

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, 1 Anthony Street, Cloetesville, Stellenbosch, 7600, on Tuesday, 6 September 1994 at 10:15:

Erf 7853, Stellenbosch, in the Municipality of Stellenbosch, in extent 198 (one hundred and ninety-eight) square metres, held by Deed of Transfer T78322/93, and situated at 1 Anthony Street, Cloetesville, Stellenbosch, 7600.

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, Stellenbosch.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom, w.c. and single garage.

3. *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 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 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 26th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z25097.)

Case 14600/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Colin Frans Paring** and **Bendeline Petronella Paring**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River on Firday, 9 September 1994 at 09:00:

Erf 2626, Blue Downs, in the Lower Kuils River No. 1 Local Area, in extent 360 (three hundred and sixty) square metres, held by Deed of Transfer T1515/89 and situated at 17 Cococabana Street, Blue Downs, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two 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 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 26th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22948.)

Case 20832/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Wayne Joseph Riley**

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 Mitchells Plain, on Tuesday, 6 September 1994 at 10:00:

Erf 478, Weltevreden Valley, in the Local Area of Weltevreden Valley, in extent 297 (two hundred and ninety-seven) square metres, held by Deed of Transfer T31609/89 and situated at 31 Filbert Crescent, Weltevreden Valley, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain North.

2. The following improvements on the property are reported but nothing is guaranteed: Single tiled roof, brick walled dwelling with kitchen, lounge, three bedrooms and toilet/bathroom.

3. *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 full balance thereof together with interest at the rate of 16% (sixteen 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 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 22nd day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22335.)

Case 12318/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Kingsley David Phillips**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Friday, 9 September 1994 at 09:00:

Erf 2430, Gaylee, in the Melton Rose Local Area, in extent 280 (two hundred and eighty) square metres, held by Deed of Transfer T59332/89 and situated at 67 Feyenoord Road, Dennemere, Blackheath, 7581.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville/Kuils River.

2. The following improvements on the property are reported but nothing is guaranteed: Lounge/dining-room, kitchen, three bedrooms and bathroom/w.c.

3. *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 full balance thereof together with interest at the rate of 16% (sixteen 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 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 22nd day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22037.)

Case 33306/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Jacobus Johannes Nel**

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, 39 Van Niekerk Street, Oakdale, Bellville, 7530, on Friday, 9 September 1994 at 11:00:

Erf 5222, Bellville, in the Municipality of Bellville, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T17407/90, and situated at 39 Van Niekerk Street, Oakdale, Bellville, 7530.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: Not available.

3. *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 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 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 22nd day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z23464.)

Case 10916/92

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

In the matter between **N.B.S. Bank Ltd,** Plaintiff, and **Lena Geduldt,** Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourble Court, granted on 25 September 1992, the undermentioned property will be sold in execution at the premises on Tuesday, 6 September 1994 at 11:00:

Erf 15134, Goodwood, in the Local Area of Elsie's River, Cape Division, measuring 587 (five hundred and eighty-seven) square metres, held by Deed of Transfer T59946/90, and comprising building with tiled roof and concrete walls, lounge, three bedrooms, bathroom, toilet and kitchen, and known as 153 Nicholas Street, Elsie's River.

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 offices of the Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 27th day of July 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 6347/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Federated Timbers (Edms.) Beperk,** Eiser, en **Nicholas J. de Wet,** Verweerder

Ingevolge 'n vonnis wat in bogemelde Landdroshof, op 24 Junie 1993, toegestaan en 'n lasbrief wat uit bogemelde Hof uitgereik is, sal die ondergemelde eiendom opgeveil word by die perseel op 6 September 1994 om 10:00:

Die eiendom wat verkoop sal word is Erf 2568, Melkbosstrand, geleë in die gebied van die plaaslike bestuur Melkbosch Strand, afdeling Malmesbury, groot 784 (sewehonderd vier-en-tagtig) vierkante meter, gehou kragtens Transportakte T61495/1991, geleë te Waterlooweg 6, Melkbosstrand, synde 'n baksteen huis met teëldak, bestaande uit drie slaapkamers, kombuis/eetkamer, sitkamer, badkamer, toilet en geen motorhuis. Die verkoopvoorwaardes kan by die kantoor van die Balju, Malmesbury, gelees word.

Geteken te Kaapstad op hierdie 26ste dag van Julie 1994.

Truter & Hurter Ing., Prokureur vir Vonnisskuldeiser, Vyfde Verdieping, Dumbarton Huis, Kerkstraat 1, Kaapstad. (Verw. ASH/ew/15085.)

Case 991/94

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

ABSA Bank Limited, trading as United Bank *versus* **Karel Jacobs** and **Norma Jeanet Jacobs**

The following property will be sold in execution by public auction held at 13 Duif Close, Robinvale, Atlantis, to the highest bidder on 7 September 1994 at 10:00:

Erf 3178, Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent 227 (two hundred and twenty-seven) square metres, held by Deed of Transfer T37909/92, situated at 13 Duif Close, Robinvale, Atlantis.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 22nd day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 2187/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eksekusieskuldeiser/Eiser, en **Juluis Rodrick Renze,** wie binne gemeenskap van goedere getroud is met Lena Renze, Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis in die Landdroshof, Uitenhage, gedateer 23 Mei 1994, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 8 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, Blenheim-huis, 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 bepalings 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: Twee slaapkamers, sitkamer, badkamer en w.c.

3. Een tiende 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 bouvereni-gingtjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die munisipaliteit Despatch, afdeling Uitenhage, Erf 6354, Despatch, grootte 286 m², onder Transportakte 2868/92, ten gunste van **Juluis Rodrick Renze** en **Lena Renze,** wie binne gemeenskap van goedere getroud is, geleë te Tortelduifsingel 16, Daleview, Despatch.

Geteken te Uitenhage op hierdie 29ste dag van Julie 1994

Le Roux Cubitt & Cronjé, Prokureurs vir Eiser, Blenheimhuis, Bairdstraat 4, Posbus 16, Uitenhage, 6230. (Verw. EVN/mev. Hayes/Inv/mk/F01387.)

Case 4754/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Stanford Basil Flandorp,** First Defendant, and **Eva Shirley Flandorp,** Second Defendant

In the above matter a sale will be held on Monday, 5 September 1994 at 12:15, at the site of 89 Ultra Avenue, Bernadino Heights, Kraaifontein, being:

Erf 1127, Scottsdene, in the Local Area of Scottsdene, Division of Stellenbosch, measuring 470 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 prices 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, one en suite, lounge, dining-room, bathroom, toilet, garage and swimming-pool.

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 44/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Errol Melvyn Meyers** and **Jeanetta Erica Meyers**

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, 14 Vryburger Street, Bothasig, 7441, on Monday, 5 September 1994 at 11:00:

Erf 2971, Milnerton, in the Municipality of Milnerton, in extent 611 (six hundred and eleven) square metres, held by Deed of Transfer T2226/71 and situated at 14 Vryburger Street, Bothasig, 7441.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Goodwood.

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

A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, two bathrooms, w.c., store-room, two garages and pool.

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 27th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z23465.)

Case 44114/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Miss Sharifa Begum Harneker**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Tuesday, 6 September 1994 at 10:00:

Erf 41514, Cape Town, at Athlone, in the City of Cape Town, in extent 535 (five hundred and thirty-five) square metres, held by Deed of Transfer T21871/87, and situated at 4 Barite Road, Penlyn Estate, Lansdowne, 7780.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

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

A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c., single garage and pool.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on the 26th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22361.)

Case 15859/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Miss Lorraine Sarah Noah**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Friday, 9 September 1994 at 09:00:

Erf 2973, Kleinvlei, in the Local Area of Blue Downs, in extent 420 (four hundred and twenty) square metres, held by Deed of Transfer T61701/87 and situated at 11 Breitenbach Street, Melton Rose, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 27th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z23466.)

Case 46042/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Edward Henri Dorman**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District of Wynberg, on Tuesday, 6 September 1994 at 10:00:

Section 17 and 21, Lonsdale Clevedon and Selborne, in the Municipality of Cape Town, in extent 50 and 16 (fifty and sixteen) square metres respectively, held by Deed of Transfer ST87/1988 (17) (21) and situated at 5 Selbourne Flats, 11 Highstead Road, Rondebosch, 7700.

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.

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

A flat comprising a lounge, kitchen, bedroom, bathroom, w.c. and single 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 27th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22773.)

Case 3457/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Paul Johannes Minnaar**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District of Kuils River, on Friday, 9 September 1994 at 09:00:

Erf 4300, Kleinvlei, in the Local Area of Blue Downs, in extent 438 (four hundred and thirty-eighty) square metres, held by Deed of Transfer T77894/90 and situated at 30 Beril Street, Kleinvlei, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

A dwelling comprising a lounge, kitchen, two 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 27th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W12528.)

Case 412/93

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, *versus* **Henry John Schippers** and **Yvonne Schippers**

The following property will be sold in execution by public auction held at 809 Sonnebloem Street, Oudekraalfontein, Hopefield, to the highest bidder on 9 September 1994 at 11:00:

Erf 809, Hopefield, in the Municipality of Hopefield, Administrative District of Malmesbury, in extent 421 (four hundred and twenty-one) square metres, held by Deed of Transfer T33504/87, situated at 809 Sonnebloem Street, Oudekraalfontein, Hopefield.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of a lounge, kitchen, three bedrooms, bathroom/toilet and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 10751/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Edward Daniel Moses,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder at the Magistrate's Court, Goodwood, on 14 September 1994 at 11:00:

Erf 1879, Matroosfontein, in the Administrative District of the Cape, in extent 407 square metre, also known as 4 Maitland Road, Bishop Lavis.

Conditions:

1. The following information is furnished, but not guaranteed:

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

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in ash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

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

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 14570/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as Allied Bank *versus* **Karel Saaiman** and **Belinda Saaiman**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 6 September 1994 at 09:00:

Erf 5616, Eerste River in the Local Area of Blue Downs, Division of Stellenbosch, in extent 417 (four hundred and seventeen) square metres, held by Deed of Transfer T6756/93, situated at 16 Nitida 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, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1053/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Theodore Clive Sauls**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Friday, 9 September 1994 at 09:00:

Erf 1058, Eerste River, in the Local Area of Melton Rose, in extent 317 (three hundred and seventeen) square metres, held by Deed of Transfer T6843/88 and situated at 22 Coucal Street, Devon Park, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *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 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 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 29th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z23832.)

Case 6151/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Thirlo John Scotsman** and **Almarie Isabel Scotsman**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Friday, 9 September 1994 at 09:00:

Erf 2973, Eerste River, in the Local Area of Melton Rose, in extent 395 (three hundred and ninety-five) square metres, held by Deed of Transfer T54684/89 and situated at 16 August Street, Melton Rose, Devon Park, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *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 full balance thereof together with interest at the rate of 19,75% (nineteen comma seven 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 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 29th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP WU5110.)

Case 2051/93

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

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Michael Izak Ludick,** First Execution Debtor, and **Erika Linda Ludick,** Second Execution Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Caledon, dated 28 January 1994, and a warrant of execution, the following property will be sold in execution on Friday, 9 September 1994 at 11:00, at the premises namely Erf 4473, Betty's Bay, situated in the Municipality of Betty's Bay, Division of Caledon:

Measuring 503 (five hundred and three) square metres, or also known as Erf 4473, Ixia Road, Betty's Bay, and held by Deed of Transfer T54811/92.

The property shall be sold to the highest bidder, without reserve and the sale will be subject to the provisions of the Magistrate's Court, as amended, and the rules made thereunder. The purchase price will be payable as follows:

(a) One-tenth of the purchase price in cash or by means of bank-marked cheque to the Sheriff of the Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

(b) The balance of the purchase price to be paid in cash againt registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under the applicable conditions of sale.

(c) In addition, the purchaser shall pay interest to the present bondholder, namely, Saambou Bank Limited, at the current rate of interest calculated on the balance owing under the mortgage bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Lilian Laing Building, St Georges Street, Caledon.

Dated at Somerset West on this the 8th day of August 1994.

Ettienne Barnard, Attorney for Judgment Creditor, 17 St James Street, P.O. Box 111, Somerset West, 7129. [Tel. (024) 51-2340/1.]

Case 1485/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Nedcor Bank Limited,** *versus* **Samoo Pillay** and **Janmisthi Pillay**

In pursuance of a judgment dated 26 July 1994, and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 2 September 1994 at 15:00:

Erf 1773, Malabar, Municipality and Division of Port Elizabeth, in extent 405 (four hundred and five) square metres, situated at 1 Coode Place, Malabar, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under a concrete tile roof, consisting of three bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges, 5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax, are also payable on date of sale.

Dated on this the 1st day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 14602/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **ABSA Bank Limited,** trading as Allied Bank *versus* **Thembile Bennet Fula,** First Defendant, and **Pumza Margaret Fula,** Second Defendant

In pursuance of a judgment of the above-mentioned Court, in the above matter dated 9 February 1994, the following property will be sold in execution by public auction to the highest bidder at a public auction to be held at the site of the property, 976 Mthathi Lane, Zweletemba, Worcester, on Wednesday, 7 September 1994 at 10:00, and subject to the conditions of sale to be read at the sale:

Erf 12991, Worcester, in the Zweletemba Township, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Division of Worcester, in extent 438 (four hundred and thirty-eight) square metres, held by Certificate of Registered Grant of Leasehold TL17683/90, and situated at 986 Mthathi Avenue, Zweletemba, Worcester.

Comprising lounge/dining-room, kitchen, study, three bedrooms, bathroom and w.c.

Dated on this the 2nd day of August 1994.

G. Visser, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22650.)

Saak 18350/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Samia Wicomb,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 30 Junie 1994, sal die ondergemelde eiendom verkoop word op 9 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 591, Mount Pleasant, in die munisipaliteit en afdeling Port Elizabeth, groot 991 vierkante meter, ook bekend as Reginaldweg 46, Mount Pleasant, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 4de dag van Augustus 1994.

V. D. M. Swart, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z21124.)

Case 11003/94

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

In the matter between **Investec Bank Limited,** Plaintiff, and **G. L. F. Simon,** First Defendant, and **H. P. Simon,** Second Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Bellville dated 30 June 1994, and writ of execution dated 30 June 1994, the following will be sold in execution on 12 September 1994 at 12:15, at the site being:

Erf 33049, portion of Erf 33039, Bellville, in the Local Area of Belhar, Cape Division, in extent 158 square metres, also known as 18 Jansen Street, Belhar.

The following improvements are reported to the property but not guaranteed: Dwelling consisting of three bedrooms, lounge, dining-room, bathroom, toilet and kitchen.

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. *Payment:*

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank- or building society guaranteed-cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange;

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer;

2.4 All the amounts mentioned in paragraphs 2.2. and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. Full conditions of sale:

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town on this the 3rd day of August 1994.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case 12596/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S.A. Limited,** Execution Creditor, and **Kevin Titus,** First Execution Debtor, and **Tamara Bonita Titus,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 29 March 1994, the following property will be sold in execution on Monday, 12 September 1994 at 10:00, to the highest bidder at 3 Zandvlei Close, Westridge, Mitchells Plain.

Certain: Erf 3607, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 300 (three hundred) square metres, held by Deed of Transfer T61645/92, also known as 3 Zandvlei Close, Westridge, Mitchells Plain.

Consisting of: Dwelling-house consisting of three bedrooms, bathroom, toilet, kitchen, lounge and dining-room.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Wynberg on this the 3rd day of August 1994.

Buchanan Boyes, Attorneys for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 7937/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Saambou Bank Limited,** Excution Creditor, and **Mogamat Sharheem Salie,** First Execution Debtor, and **Fatima Salie,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated 21 June 1994 the following property will be sold in execution on Monday, 12 September 1994 at 11:00, to the highest bidder at 1 Gamtoosslot, Portlands, Mitchells Plain:

Certain: Erf 9076, Mitchells Plain in the Municipality of Cape Town, Division of Cape, measuring 208 (two hundred and eight) square metres, held by Deed of Transfer T50924/92, also known as 1 Gamtoosslot, Portlands, Mitchells Plain, consisting of lounge, kitchen, two bedrooms and bathroom.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 19,5% (nineteen comma five per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Wynberg this the 3rd day of August 1994.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Saak 6593/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. & J Uys,** Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 13 Julie 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Wapnickstraat 149, Kraaifontein, per publieke veiling te koop aangebied op 16 September 1994 om 11:30:

Erf 10759, Kraaifontein, ook bekend as Wapnickstraat 149, Kraaifontein, afdeling Paarl, groot 497 vierkante meter, gehou kragtens Transportakte T73812/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(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 afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 4 Augustus 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EUN399.)

Saak 4745/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **D. B. & C. A. Cerfontyne,** Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 14 Julie 1992 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 14 September 1994 om 09:00:

Erf 1004, Blue Downs, ook bekend as Vredeweg 6, Tuscany Glen, Eersterivier, afdeling Stellenbosch, groot 401 vierkante meter, gehou kragtens Transportakte T59037/88.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20% (twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 4 Augustus 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN178.)

Case 9924/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Raymond Neville Robert Bowman,** First Defendant, and **Merle Denise Bowman,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Kuils River Magistrate's Court, on Wednesday, 28 September 1994 at 09:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 2793, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, in extent 511 square metres, and situated at 28 Tarpon Close, Silwood, Eerste River.

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

A 66 square metres single storey main dwelling comprising lounge, kitchen, three bedrooms, bathroom with water closet and shower with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 5th day of August 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1378/3625.]

Case 1156/92
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 **Angus Marsh Bernard Daniels,** First Defendant, and **Dorothea Illona Daniels,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Monday, 5 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 for the Supreme Court, 52 Park Avenue, Rocklands Medical Centre, Rocklands, Mitchells Plain:

Erf 300, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 740 square metres and situated at 42 Kipling Avenue, Mandalay.

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

A 376 square metre main dwelling consisting of a lounge, dining-room, study, kitchen, five bedrooms, shower, two bathrooms with water closet, water closet with shower and a 158 square metre outbuilding consisting of two garages, two carports, two servants' quarters, water closet with shower and a bathroom.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 4th day of August 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021 52-5138.] (Ref. W. D. Inglis/cs/S580/1696.)

Case 2829/93

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

In the matter between **First National Bank of S.A. Ltd,** t/a Wesbank, Plaintiff, and **Ivan Morris,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Simons Town on 8 October 1993, and a warrant of execution the following will be sold in execution on 20 September 1994 at 14:00, at the property thereby attached being a single dwelling, brick walls under an asbestos roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet at 18 Granite Close, Lotus River, to the highest bidder, the property being more fully described as:

Erf 4613, portion of Erf 1965, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring 625 (six hundred and twenty-five) square metres, situated at 18 Granite Close, Lotus River.

Described as a single dwelling, brick walls under an asbestos roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

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

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

No improvements reported.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale.

4. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Simons Town.

Dated at Cape Town this 27th day of July 1994.

Schneider Galloonreef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. DSR/nb BB 2008.)

Case 8702/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **Mr M. W. Mqulwana,** First Execution Debtor, and **Mrs N. G. Mqulwana,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 18 November 1993, and in pursuance of an attachment in execution dated 23 November 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 1 September 1994 at 11:00, of the following immovable property situated at 25 Ntswahlana Street, kwaNobuhle, being:

Erf 1129 (now Erf 7912), kwaNobuhle, situated in the Area of the City Council of kwaNobuhle, Division of Uitenhage, in extent 275 square metres, held by Myamezeli William Mqulwana and Nombuyiselo Grace Mqulwana, under Certificate of Registered Grant of Leasehold 1129/1 dated 1 July 1986 and subject to the conditions referred to therein.

Zoned: Residential.

The following improvements are situated on the property although noting in this respect is guaranteed: Single-storey detached dwelling under iron roof with two bedrooms, lounge, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (Auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage on this the 4th day of August 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 89/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as Allied Bank, *versus* **Laurence Michael Taylor** and **Cheryl Dawn Taylor**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 September 1994 at 10:00, to the highest bidder:

Erf 17737, Mitchells Plain, in extent 130 square metres, held by T60747/1993, situated at 14 Rosemary Street, Lentegeur, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0730/104203/gl.)

Case 5115/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Denzil Samuels** and **Angeline Lydia Samuels**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00, to the highest bidder:

Erf 2415, portion of Erf 114, Eerste River, in extent 451 square metres, held by T43402/1988, situated at 6 Waraah Street, Eerste River, 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 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. D9U1101/104315/gl.)

Case 14690/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Johannes Petrus Taylor** and **Elizabeth Taylor**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00, to the highest bidder:

Erf 5844, Kuils River, in extent 610 square metres, held by T47389/1983, situated at 65 Sarepta Road, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, laundry, three bedrooms, bathroom, toilet, shower/toilet and attached single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0652/104612/gl.)

Case 2669/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, trading as United Bank, *versus* **Cathrina Berndina Smit**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00, to the highest bidder:

Erf 1944, Eerste River, in extent 308 square metres, held by T67778/1988, situated at 5 Pniel Street, Devon Park, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, 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 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 Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0072/104332/gl.)

Case 11616/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Desmond Jarvis** and **Elizabeth Magdalena Jarvis**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00, to the highest bidder:

Erf 2482, Eerste River, in extent 406 square metres, held by T27806/1990, situated at 16 Sacramento Street, High Places, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms, bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee 9amounts 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. D2U0152/102587/gl.)

Case 12739/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Edmond Christiaan January**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00, to the highest bidder:

Erf 1186, Scottsdene, in extent 460 square metres, held by T8990/1989, situated at 123 Sydow Street, Bernadino Heights, Scottsdene, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and detached garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1569/102389/gl.)

Case 2441/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Samuel Buffels** and **Margaret Susan Buffels**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00, to the highest bidder:

Erf 195, Gaylee, in extent 512 square metres, held by T14422/1978, situated at 4 Briar Lane, Austinville, Gaylee, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4A0088/104451/gl.)

Case 5866/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Shahaibodien Abdurahman** and **Yumna Abdurahman**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00, to the highest bidder:

Erf 3484, Kleinvlei, in extent 236 square metres, held by T97781/1993, situated at 11 Pine Crescent, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 4A107190/gl.)

Case 914/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Freddie Huizies**

The following property will be sold in execution at the site of the property, 35 September Street, Newtown, Wellington, Western Cape, on Tuesday, 13 September 1994 at 10:00, to the highest bidder:

Erf 4461, portion of Erf 2236, Wellington, in extent 641 square metres, held by T25923/1980, situated at 35 September Street, Newtown, Wellington, Western Cape.

1. The following improvements are reported but not guaranteed: Partially completed dwelling.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0641/103465/gl.)

Case 3551/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Abdul Razack Hassan**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 14 September 1994 at 10:00, to the highest bidder:

Erf 44748, Mitchells Plain, in extent 308 square metres, held by T67108/1991, situated at 8 Milano Crescent, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0346/104523/gl.)

Case 2793/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plantiff, and **Franklin Reginald Fleurs,** First Defendant, and **Jessica Anne Fleurs,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 15 April 1994, the property listed hereunder, and commonly known as 4 St Helena Street, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 44338, Mitchells Plain, situated in the Municipality of Cape Town, Administrative District of the Cape, in extent 336 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet 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 Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of July 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1659.)

Case 3235/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Kelvin James Evans,** First Defendant, and **Gail Jillian Evans,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 16 May 1994, the property listed hereunder and commonly known as 93 Kunene Way, Portlands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 4340, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 168 (one hundred and sixty-eight) square metres.

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

Semi-detached residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th 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.1683.)

Case 2702/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Rodney van Dayer,** First Defendant, and **Glynis van Dayer,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 15 April 1994, the property listed hereunder and commonly known as 5 Waverest Avenue, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 44541, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 324 (three hundred and twenty-four) square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th 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.1645.)

Case 2986/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Rudolph Saul Phillips,** First Defendant, and **Avril Phillips,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 30 May 1994, the property listed hereunder and commonly known as 9 Tristan Road, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 45963, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 300 (three hundred) square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th 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.1674.)

Case 3212/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Troy Adam Lennitch,** First Defendant, and **Glynis Doretta Lennitch,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 22 March 1993, the property listed hereunder and commonly known as 35 Park Road, Montclair, Mandalay, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 2067, Mandalay, situated in the Local Area of Mandalay, Administrative District of the Cape, in extent 354 (three hundred and fifty-four) square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain.

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.1450.)

Case 42173/91

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

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Richard Randell Adams,** First Defendant, and **Sharon Anne Adams,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 27 September 1991, the property listed hereunder, and commonly known as 45 Tristan Crescent, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 45946, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 336 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Standfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 27th 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.826.)

Case 23934/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Vincent Timmy,** First Defendant, and **Cheryl Timmy,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 2 June 1994, the property listed hereunder, and commonly known as 19 Poplar Crescent, Montclair, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 10:00, to the highest bidder:

Erf 2149, Mandalay, situated in the Local Area of Mandalay, in the Administrative District of the Cape, in extent 325 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 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.1614.)

Case 23986/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MICHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Dennis Richard Oliver,** First Defendant, and **Valda Gladys Oliver,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 24 January 1994, the property listed hereunder, and commonly known as 4 St Blaze Crescent, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 5 September 1994 at 10:00, to the highest bidder:

Erf 44320, Mitchells Plain, Municipality of Cape Town, Cape Division, in extent 266 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Roads, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 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.1602.)

Case 6562/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Waraldea de Kock,** Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 2 June 1994, the property listed hereunder, and commonly known as 58 Badminton Crescent, Beacon Valley, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 09:00, to the highest bidder:

Erf 30837, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 121 square metres.

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

Single storey residence built of brick with asbestos roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Standfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 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.1694.)

Case 2794/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Wilna Willemiena Heneke,** Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 16 May 1994, the property listed hereunder, and commonly known as 8 Bignonia Street, Lentegeur, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 10:00, to the highest bidder:

Erf 24580, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 148 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 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.1657.)

Case 7298/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Edwin Henry Arries,** Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 2 June 1994, the property listed hereunder, and commonly known as 1 Montclair Drive, Montclair, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 6 September 1994 at 10:00, to the highest bidder:

Erf 2053, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 412 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 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.1703.)

Saak 9413/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **E. L. Bonthuys,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 19 Februarie 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Horakstraat 175, Kraaifontein, per publieke veiling te koop aangebied op 20 September 1994 om 11:45:

Erf 877, Kraaifontein, ook bekend as Horakstraat 175, Kraaifontein, afdeling Paarl, groot 496 vierkante meter, gehou kragtens Traksportakte 74131/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3 (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 19% (negentien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uigawes 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 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: 29 Julie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EBN197.)

Saak 2559/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen NBS Bank Beperk, Eiser, en **Boedel Wyle H. A. Edwards** en **R. J. Visser,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 13 Mei 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 14 September 1994 om 09:00:

Erf 5432, Eersterivier, ook bekend as Springbokstraat 86, Eersterivier, afdeling Stellenbosch, groot 276 vierkante meter, gehou kragtens Transportakte T8224/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(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 18,75% (agtien komma sewe vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die 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 vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op die 2de dag van Augustus 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EEN289.)

Case 14334/93

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

In the matter between **E P Building Society,** Plaintiff, and **Heila Maria Bester,** Defendant

In pursuance of a judgment in the Magistrate's Court dated 2 December 1993, the following will be sold in execution on 7 September 1994 at 11:00, at 9 Plakkaten Road, Bothasig, Cape:

Erf 6926, Milnerton, in the Municipality of Milnerton, Cape Division, in extent five hundred and ninety-five (595) square metres, held by Deed of Transfer T18617/1989.

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: Tile roof, brick walls, lounge, kitchen, three bedrooms, bathroom, separate toilet, store-room and 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 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 Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 16,65% (sixteen comma six 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 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 Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

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

G. P. Griffiths, for Arnot Griffiths Rabie & Steyn, Plaintiff's Attorneys, 54 Keerom Street, Cape Town. (Ref. GPG/pw/W98255.)

Case 1904/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Patrick James Rowan Toy,** Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Stellenbosch, dated 18 January 1994, and a warrant of execution, the hereundermentioned property will be sold in execution on 6 September 1994 at 09:30, at 15 Maroela Crescent, The Ridge, Stellenbosch, to the highest bidder:

Erf 10607, Stellenbosch, situated in the Municipality of Stellenbosch, Division of Stellenbosch, measuring 245 (two hundred and forty-five) square metres, or also known as 15 Maroela Crescent, The Ridge, Stellenbosch.

Conditions of sale: The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per cent) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or by bank-guaranteed cheque.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Stellenbosch.

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

M. Rose, for Morkel & Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Case 4951/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Barklett London,** Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Strand, dated 14 February 1994 and a warrant of execution, the hereunder-mentioned property will be sold in execution on 7 September 1994 at 11:00 at 8 Anthea Street, Strand, to the highest bidder:

Erf 14526, the Strand, situated in the Municipality of the Strand, Division of Stellenbosch, measuring 250 (two hundred and fifty) square metres, or also known as 8 Anthea Street, Strand.

Conditions of sale:

The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per cent) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or by bank-guaranteed cheque.

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

Single storey residence.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Strand.

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

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Case 1266/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Charles August Hesselman**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Friday, 9 September 1994 at 09:00:

Erf 2635, Kleinvlei, in the Local Area of Blue Downs, in extent 472 (four hundred and seventy-two) square metres, held by Deed of Transfer T65728/91 and situated at 14 Smarag Street, Kleinvlei, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

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 (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 28th day of July 1994.

G. Visser, for Malan Laäs & Scholz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (GJV/SP Z17305.)

Case 3544/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter bertween **ABSA Bank,** trading as Volkskas Bank Limited, Plaintiff, and **A. J. Engelbrecht (Snr.),** Defendant

In pursuance of a judgment granted on 31 August 1992 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 2 September 1994 at 10:00, at the Magistrate's Court, Komga:

1. (a) *Deeds office description:* Certain Lot 181, Morganbay, Morganbay Township Extension 3, a Division of Komga, in extent 783 (seven hundred and eighty-three) square metres.

(b) *Street address:* Lot 181, Morganbay Township Extension 3, Morganbay.

(c) *Property description (not warranted to be correct):* Undeveloped land.

(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 Clerk of the Court, Magistrate's Court, Komga, and at the office of the Sheriff of the Magistrate's Court, Komga.

4. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 1st day of August 1994.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith, Yellowood Lodge Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Pascau/11/V0067/92.)

Case 279/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Grahamstown Building Society,** Plaintiff, and **Nicolette Daisy Margaret Isaacs,** Defendant

In pursuance of a judgment of the Supreme Court (Eastern Cape Division) dated 15 April 1994, and an attachment dated 19 July 1994, the following immovable property of the Defendant will be sold at 4 Anderson Street, Grahamstown, on Friday, 16 September 1994 at 10:00:

Erf 6784, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 760 (seven hundred and sixty) square metres, held by the Defendant by Deed of Transfer T11766/91, 4 Anderson Street, Grahamstown.

Whilst nothing is guaranteed it is understood that the property consists of a single storey dwelling-house under iron with four rooms plus kitchen, bathroom and garage.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Supreme Court and arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Supreme Court to be approved by the Plaintiff's attorney, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Supreme Court, which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Mr. J. S. Maritz, c/o W. J. Olckers & Son, 127 High Street, Grahamstown.

Dated at Grahamstown this 3rd day of August 1994.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. Mr C. K. M. Stone.)

Case 1851/94

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Foead Laatoe,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Worcester, dated 23 June 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 23 September 1994 at 11:00:

Erf 5052, Worcester, in die Municipality and Division of Worcester, in extent 358 (three hundred and fifty-eight) square metres.

Street address: 18 Helena Street, Victoria Park, Worcester.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, kitchen (open plan), pantry, three bedrooms, bathroom/w.c./shower and w.c./shower.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 32D Stockenström Street, Worcester.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 432/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Jakobus Phillip Visagie,** First Execution Debtor, and **Wilhelmina Katrina Visagie,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Ceres, dated 1 December 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 9 September 1994 at 10:00:

Erf 4966, Ceres, in the Municipality and Division Ceres, in extent 355 (three hundred and fifty-five) square metres.

Street address: 8 Lyell Street, Ceres.

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 lounge, kitchen, and two bedrooms.

(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, 1 Rivierkant Street, Ceres.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 3277/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Peter Robert Eaton,** Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Stellenbosch, dated 6 December 1993, and a warrant of execution, the hereunder-mentioned property will be sold in execution on 6 September 1994 at 09:00, at 28 Maroela Crescent, The Ridge, Stellenbosch, to the highest bidder:

Erf 10645, Stellenbosch, situated in the Municipality and Division of Stellenbosch, measuring 291 (two hundred and ninety-one) square metres, or also known as 28 Maroela Crecent, The Ridge, Stellenbosch.

Conditions of sale:

The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per centum) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid in cash or by bank-guaranteed cheque.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Stellenbosch.

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

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Case 855/94

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

In the matter between **King William's Town Municipality,** Plaintiff, and **Mr W. P. Lourens,** Defendant

In pursuance of a judgment in the above Honourable Court of 9 June 1994, and a writ of execution dated 9 June 1994, the following immovable property will be sold in execution on 7 September 1994 at 10:30, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town.

Erf 3280, King William's Town, Municipality and Division of King William's Town, in extent 900 (nine hundred) square metres, being 15 Zuurberg Street, King William's Town, held by Deed of Transfer T2178/1985.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 2nd day of August 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 19385/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mogamat Moeried Panday,** First Defendant, and **Razaan Panday,** Second Defendant

In the above matter a sale will be held on Thursday, 8 September 1994 at 10:30, at the site of 6 Louise Crescent, Weltevreden Valley, Mitchells Plain.

Being: Erf 1185, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, measuring 350 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A single brick dwelling with a tiled roof comprising kitchen, lounge, three bedrooms and bathroom/toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Mitchells Plain 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 2128/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between **Grahamstown Building Society,** Plaintiff, and **John Sidney Hutchinson,** First Defendant, and **Grace Edna Hutchinson,** Second Defendant

In pursuance of a judgment of the Supreme Court (Eastern Cape Division) dated 10 February 1994 and an attachment dated 10 March 1994, the following immovable property of the First and Second Defendants will be sold in front of the Magistrate's Court, Pascce Lane, Port Alfred, by public auction on Friday, 9 September 1994 at 10:00:

1. Erf 2357, Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, in extent 618 (six hundred and eighteen) square metres, held by the Defendants by Deed of Transfer T5352/82 (2 September Street, Port Alfred).

Whilst nothing is guaranteed it is understood that the property consists of a single-storey dwelling-house under tile roof with five rooms plus toilet, bathroom, garage and usual outbuildings.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Supreme Court and arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Supreme Court to be approved by the Plaintiff's attorney, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Supreme Court, which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Mrs. A. Wolmarans, 58 Atherstone Road, Port Alfred.

Dated at Grahamstown this 1st day of August 1994.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. Mr C. K. M. Stone.)

Saak 7981/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **André van der Hoogen,** Eerste Verweerder, en **Annelie van der Hoogen,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 15 Oktober 1993, sal die hiernabeskrewe vaste eiendomme in eksekusie verkoop word op Woensdag, 7 September 1994 aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

1. Annelie van der Hoogen se een-halwe aandeel in Erf 149, Kenridge, in die munisipaliteit Durbanville, afdeling Kaap, groot 1 024 vierkante meter, gehou kragtens Transportakte T76080/1988.

Die veiling vind om 11:00 plaas op die perseel bekend as Salisburylaan 48, Kenridge, Durbanville.

Beskrywing: Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, vier slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer, swembad en dubbelmotorhuis.

Inspeksie van die eiendom kan gereël word in oorleg met die Balju, mnr. A. J. Marais, Sewende Verdieping, BSE Sentrum, Bellville (Tel. 949-0228).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju se kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, mnr. A. J. Marais, Sewende Verdieping, BSE Sentrum, Bellville (Tel. 949-0228).

Gedateer hierdie 29ste dag van Julie 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/A207.)

Saak 10314/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Metropolitan Lewens Beperk,** Eiser, en **Christiaan Kenneth Odendaal,** handeldrywende as Gemini Insurance Brokers, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Maart 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 16 September 1994 om 12:30, op die perseel te Navicstraat 2 (voorheen Nooiensfonteinweg 70), Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 8173, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Stellenbosch, groot 640 vierkante meter, gehou kragtens Transportakte T52021/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is onvereter.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of Die Balju, mnr. E. J. Matthee, Northumberlandstraat 19, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers en/of Balju se kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of Die Balju, mnr. E. J. Matthee, Northumberlandstraat 29, Bellville (Tel. 948-8326).

Gedateer hierdie 29ste dag van Julie 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw JF/LA/M398.)

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 12 Dreyer Street, Kommetjie.

Consisting of 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 Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per cent) 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 ate of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 22nd day of July 1994.

S. Boyes, for Buchanan Boyes, Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Saak 882/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **Petrus Johannes Myburgh,** Eiser, en **Gerrit Adonis,** Verweerder

Geliewe kennis te neem dat die volgende eiendom op Dinsdag, 6 September 1994 om 10:00, deur die Balju, Landdroshof, Wellington, geregtelik te koop aangebied sal word op die perseel geleë te:

Erf 8279, Wellington, geleë in die munisipaliteit Wellington, afdeling Paarl, groot 431 (vierhonderd een-en-dertig) vierkante meter, geleë te Uitkykstraat 16A, Wellington, gehou kragtens Transportakte T86093/1993, en onderhewig aan die voorwaardes daarin vervat.

Die eiendom bestaan uit 'n erf met 'n woonhuis.

'n Deposito van tien persent (10%) op die koopsom is in kontant of by wyse van 'n bank- of bouvereniging gewaarborgde tjek by die veiling betaalbaar aan die Balju van die Hof en die balans [plus rente teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar, bereken op die Vonnisskuldeiser se eis van datum van verkoop tot datum van transport] teen registrasie van die transport, welke bedrae gewaarborg moet wees deur 'n aanvaarbare bank- of bouverenigingwaarborg, welke waarborg binne veertien (14) dae na die veiling aan Eiser se aktebesorgers gelewer moet word.

Die veilingvoorwaardes lê ter insae by die Balju van die Landdroshof, Wellington, en sal ook onmiddellik voor die veiling uitgelees word.

Gedateer te Strand op hierdie 4de dag van Augustus 1994.

Daantjie Malan Ing., Prokureur vir Eiser, Luntzgebou 5, hoek van Kus- en Hoofweg, Strand.

Case 25455/91

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

Nedcor Bank Limited *versus* **Lulama Beatrice MacWili**

The property: All right, title and interest in the leasehold in respect of Erf 2481, Guguletu, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 189 square metres, situated at NY 153, 23 Guguletu.

Improvements (not guaranteed): Single dwelling, asbestos tiled roof, lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

Date of sale: 5 September 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of 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, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 14603/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

ABSA Bank Limited, trading as Allied Bank, *versus* **Mr Edward Sonwabo Jack** and **Montonzi Elsie Jack**

In pursuance of a judgment of the above-mentioned Court in the above matter dated 2 March 1994, the following property will be sold in execution to the highest bidder at a public auction to be held in front of the Magistrate's Court-house for the District of Worcester, on Friday, 9 September 1994 at 10:00, and subject to the conditions of sale to be read at the sale:

Being Erf 13584, Worcester, in the Zweletemba Township, in the area of jurisdiction of the provincial, in extent 874 (eight hundred and seventy-four) square metres, held by Certificate of Registered Grant of Leasehold TL61074/88, situated at 986 Mthathi Avenue, Zweletemba, Worcester.

Comprising lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and single garage.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Supreme Court, Worcester.

Dated at Cape Town on this 14th day of July 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22653.)

Saak 6036/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Boland Bank Beperk,** Eiser, en **Jacob Johannes Kitching,** Eerste Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 9 Mei 1994, sal die Eerste Verweerder se hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 8 September 1994 om 11:45, op die perseel te Derde Laan 171, Kraaifontein, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2985, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Stellenbosch, groot 496 vierkante meter, gehou kragtens Transportakte T22300/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, drie slaapkamers, sitkamer, kombuis, badkamer, toilet en dubbele motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. 29 Julie 1994. (Verw. JF/LA/B3058.)

Case 1514/93

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

In the matter between **Montana Furnishers,** Judgment Creditor, and **Mr L. Peters,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Goodwood dated 16 June 1993, and the writ of execution dated 10 December 1993, the following property will be sold in execution on 1 September 194 at 12:00, at Courthouse, Goodwood:

Certain: Land situated at Matroosfontein in the City of Cape Town, Cape Division, being Erf 361, Cape Town at Matroosfontein, measuring 491 (four hundred and ninety-one) square metres, held under Deed of Transfer, first transferred by Deed of Transfer 32285/1972, and held by Deed of Transfer 64951/91, also known as 22 Aaron Street, Matroosfontein.

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:

Asbestos roof, lounge, kitchen, two bedrooms, bathroom and separate toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 28% (twenty eight per cent) per annum from 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.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by purchaser by approved bankers or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

L. Schneider, for Schneider Shargey & Klitzner, Plaintiff's Attorneys, 173 Bree Street, Cape Town, 8001.

Case 1945/94

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

In the matter between **NBS Bank Limited,** Judgment Creditor, and **Andrew Oktober,** First Judgment Debtor, and **Nevoline Philiticia,** Second Judgment Debtor

Pursuant to a judgment in the Magistrate's Court of Oudtshoorn and a warrant of execution dated 6 July 1994, the property listed hereunder will be sold in execution on Wednesday, 7 September 1994 at 11:00, by the Sheriff of the District of Oudtshoorn, to the highest bidder, at the premises, being:

Erf 7253, Oudtshoorn, situated in the Municipality and Division of Oudtshoorn, measuring 600 square metres, held by Deed of Transfer B30421/91, also known as 11 Mercurius Street, Oudtshoorn.

The following improvements are reported to be on the property but nothing is guaranteed: One dwelling-house.

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 title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the date of sale to the Sheriff, Oudtshoorn, and the balance together with interest thereon at the rate of 17,25% (seventeen comma two five per cent) per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, Oudtshoorn, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of the Sheriff, 159 High Street, Oudtshoorn.

Dated at Oudtshoorn on this 4th day of August 1994.

Matthis & Matthis, Plaintiff's Attorneys, 57 Church Street, P.O. Box 152, Oudtshoorn, 6620. (Ref. TS/N39.)

Case 13374/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Dennis Michael McLaurie** and **Gaironiesa McLaurie**

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 Mitchells Plain, on Thursday, 8 September 1994 at 09:00:

Erf 5068, Mitchells Plain, in the Municipality of Cape Town, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T26972/88 and situated at 14 Phillipines Way, Portlands, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain South.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price 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 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 3rd day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W15547.)

Case 14602/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

ABSA Bank Limited, trading as Allied Bank, Plaintiff *versus* **Mr Thembile Bennet Fula**, First Defendant, and **Pumza Margaret Fula,** Second Defendant

In pursuance of a judgment of the above-mentioned Court in the above matter dated 9 February 1994, the following property will be sold in execution to the highest bidder at a public auction to be held in front of the Magistrate's Court-house for the District of Worcester, on Wednesday, 7 September 1994 at 10:00, and subject to the conditions of sale to be read at the sale:

Erf 12991, Worcester, in the Zweletemba Township in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Division of Worcester, in extent 438 (four hundred and thirty-eight) square metres, held by Certificate of Registered Grant of Leasehold No. TL17683/90 and situated at 976 Mthathi Lane, Zweletemba, Worcester, 6850.

Comprising: A lounge/dining-room, kitchen, study, three bedrooms, bathroom and w.c.

Dated at Cape Town on this 3rd day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22650.)

Saak 818/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Andre Marius Hugo Venter,** Eerste Verweerder, en **Lorraine Jeanette Venter,** Tweede Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp en lasbrief vir uitwinning gedateer 8 Junie 1994, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 9 September 1994 om 10:30, aan die hoogste bieër:

Erf 5133, Jeffreysbaai, geleë in munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot 600 (seshonderd) vierkante meter, gehou kragtens Transportakte T41771/92, ook bekend as Dombeyastraat 12, Wavecrest, Jeffreysbaai.

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

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die dag van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskap-leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 3de dag van Augustus 1994.

J. C. Visser, vir J. C. Visser & Kie., Hoofstraat 76, Humansdorp.

Case 13503/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Mortgages Nominees (Pty) Limited,** Plaintiff, and **Robert Andrew Haldane Murray,** Defendant

Pursuant to a judgment of the above-mentioned Honourable Court in the above matter dated 28 April 1994, the following properties shall be sold in execution by public auction at the Prince Albert Magistrate's Court, on 9 September 1994 at 10:00:

1. Remainder of the farm Zeekoegate 22 in the Division of Prince Albert, in extent 1 831,0931 (one thousand eight hundred and thirty-one comma nought nine three one) hectares, held by virtue of Deed of Transfer T20982/1977.

Comprising: Five camps with windmills and established water facilities, two hectares under lucerne, two large cement dams, labourers dwellings and sheds/store-rooms.

2. Portion 1 (Annex Zeekoegat) of the farm Modderdrift No. 106, in the Division of Prince Albert, in extent 384,2116 (three hundred and eighty-four comma two one one six) hectares, held by virtue of Deed of Transfer T20982/1977.

Comprising: Unimproved land.

3. Remainder Portion 1 (Zeekoegat) of the farm Zeekoegat 22, in the Division of Prince Albert, in extent 4650,9688 (four thousand six hundred and fifty comma nine six eight eight) hectares, held by virtue of Deed of Transfer T30567/1973.

Comprising: Seven camps each with cement dams and troughs, six boreholes (five with windmills thereon), shearing shed, garages, sheds, store-rooms, kraals, farmhouse with four bedrooms, two bathrooms, lounge/dining-room, kitchen and pantry.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Supreme Court, 30 Church Street, Prince, Albert.

Bisset Boehmke & McBlain, Attorneys for the Plaintiff, 13th Floor, Cartwrights's Corner House, 19 Adderley Street, Cape Town.

Case 16814/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Hilton Andre Alfino** and **Sharon Elizabeth Alfino**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 14 September 1994 at 10:00, to the highest bidder:

Erf 38961, Cape Town at Athlone, in extent 464 square metres, held by T74487/1991, situated at 59 Hart Road, Crawford, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 4A106959/gl.)

Case 3159/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Esaias Frederick Snyman** and **Susanna Maria Snyman**

The following property will be sold in execution at the site of the property, 8 Georgia Street, Stellenridge, Bellville, Western Cape, on Thursday, 15 September 1994 at 11:00, to the highest bidder:

Erf 23852, Bellville, in extent 1 379 square metres, held by 29653/1992, situated at 8 Georgia Street, Stellenridge, Bellville, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, family room, kitchen, laundry, four bedrooms, toilet, two bathrooms/toilet, double garage and swimming-pool.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0065/104317/gl.)

Case 18811/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Amien Jaffer**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 14 September 1994 at 10:00, to the highest bidder:

Erf 6682, Mitchells Plain, in extent 171 square metres, held by T49521/1991, situated at 31 Farrier Street, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Semi-detached dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0511/104018/gl.)

Case 9239/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Caron Leigh Marescia**

The following property will be sold in execution at the site of the property, 96 Raats Drive, Table View, Western Cape, on Tuesday, 13 September 1994 at 15:00, to the highest bidder:

Erf 14039, Milnerton, in extent 618 square metres, held by T71773/1989, situated at 96 Raats Drive, Table View, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0162/103635/gl.)

Case 6054/94

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

ABSA Bank Limited, trading as Allied Bank *versus* **Marius Anton Riley**

The following property will be sold in execution at the site of the property, 6 Park Green Street, Summer Greens, Milnerton, Western Cape, on Tuesday, 13 September 1994 at 14:00, to the highest bidder:

Erf 2890, Montague Gardens, in extent 263 (two hundred and sixty-three) square metres, held by T2855/93.

Situated at 6 Park Green Street, Summer Greens, Milnerton, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4A0128/104726/gl.)

Case 2878/93

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

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Ivan Morris,** trading as Auto King, Defendant

In the above matter a sale will be held on Tuesday, 13 September 1994 at 09:00, at the Mitchells Plain Court-house, the site, 74 Silversands Avenue, Portlands, Mitchells Plain.

Being Erf 5494, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 176 (one hundred and seventy-six) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against regisration 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):

Double-storey residence under tiled roof, consisting of four bedrooms, two bathrooms, lounge, kitchen and two toilets.

There is a double garage on the property.

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, Mitchells Plain, and at the offices of the undersigned.

Dated at Mitchells Plain this 4th day of August 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.)

Case 3918/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Clarence Clifford Kolbee,** married by Moslem Rites, Defendant

In the above matter a sale will be held on Tuesday, 13 September 1994 at 09:00, at the Mitchells Plain Court-house, the site, 5 Southern Cross Crescent, Rocklands, Mitchells Plain.

Being Erf 11704, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 195 (one hundred and ninety-five) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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):

Brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Mitchells Plain this 4th day of August 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.)

Saak 15255/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH, GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Alfred Petrus Erasmus,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusielasbrief gedateer 9 Junie 1994, sal die ondergemelde eiendom verkoop word op 9 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-Noord:

Erf 1173, Algoa Park, in die munisipaliteit en afdeling Port Elizabeth, groot 451 (vierhonderd een-en-vyftig) vierkante meter, ook bekend as Ditchlingstraat 66, Young Park, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 9de dag van Augustus 1994.

V. D. M. Swart, vir Greyvensteins Ing., St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z20620.)

Case 23/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as Allied Bank *versus* **John Bertie Andrews,** and **Margaret Doris Andrews**

The following property will be sold in execution by public auction held at 13 Grumman Close, Mitchells Plain, to the highest bidder on 8 September 1994 at 09:00:

Erf 13256, Mitchells Plain, in the Municipaity of Cape Town, Division Cape, in extent 200 (two hundred) square metres, held by Deed of Transfer T26060/87, situated at 13 Grumman Close, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms, bathroom with toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3887/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank *versus* **Rosina Maria Haupt**

The following property will be sold in execution by public auction held at 4 Cambridge Street, Helderberg Park, Strand, to the highest bidder on 7 September 1994 at 10:00:

Erf 13700, Strand, in the Municipality of the Strand, Division of Stellenbosch, in extent 421 (four hundred and twenty-one) square metres, held by Deed of Transfer T50263/89, situated at 4 Cambridge Street, Helderberg Park, Strand.

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 and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1123/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank *versus* **Brian Malcolm Williams,** and **Dawn Patricia Williams**

The following property will be sold in execution by public auction held at Mitchells Plain Court-house, to the highest bidder on 8 September 1994 at 09:00:

Erf 13787, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 215 (two hundred and fifteen) square metres, held by Deed of Transfer T68690/93, situated at 29 Thunderbolt Road, Rocklands, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 343/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Telkom S A Bpk,** Eiser, en **W. de Wee,** Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 8 September 1994 om 12:30, op die perseel te Rheebokstraat 3, Summerville, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as:

Erf 32, gedeelte van Erf 653, Scottsdene, in die plaaslike gebied van Scottsdene, afdeling Stellenbosch, groot 776 (sewehonderd ses-en-sewentig) vierkante meter, gehou kragtens Transportakte T13467/1990, synde 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet en dubbelmotorhuis.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 15,5% (vyftien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, mnr. Herman Smit, p.a. Smit Kruger & Potgieter, Brightonsentrum 5, Brightonweg 50, Kraaifontein.

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

L. J. Vorster, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Case 6834/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **SGB Building Equipment (Pty) Ltd,** Judgment Creditor, and **Roger Hendricks,** Judgement Debtor

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 29 July 1993, the property listed hereunder, will be sold in execution on 21 September 1994 at 11:45, at 111 Nooiensfontein Road, Kuils River, to the highest bidder:

Commonly known as 111 Nooiensfontein Road, Kuils River, more fully described Erf 7903, Cape Town, at Kuils River, in the Municipality of Kuils River, Cape Division, in extent 523 square metres.

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

Single dwelling-house with three bedrooms, ensuite, bathroom, toilet, lounge, kitchen, dining-room, garage and brick building under tiled roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Kuils River, 29 Northumberland Street, Bellville.

G. C. Jansen, for Gary Jansen & Associates, Attorneys for Judgment Creditor, 24 Church Street, Athlone.

Saak 6209/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Wynand J. Fourie,** Verweerder

Ten uivoering van die Landdroshof, Bellville, gedateer 23 Mei 1994, sal die onroerende goed hieronder beskryf op Maandag, 5 September 1994 om 11:00, op die perseel te Illinoisstraat 9, Stellenridge, Bellville, per publieke veiling in eksekusie verkoop word aan die hoogste bieër:

Gegewe adres is 'n oop erf.

Erf 23936, Bellville, in die munisipaliteit Bellville, Kaapse Afdeling, groot 681 (seshonderd een-en-tagtig) vierkante meter, gehou kragtens transportakte T47099/1992, ook bekend as Illinoisstraat 9, Stellenridge.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die Transportakte T47099/1992 waaronder die eiendom gehou word.

2. Een-tiende (1/10) van die koopprys tesame met rente daarop teen 16,5% (sestien komma vyf persent) per jaar, vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligting onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verder voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Goodwood hierdie 8ste dag van Augustus 1994.

P. F. Vos, vir Visagie Vos & Vennote, Vonnisskuldeiser se Prokureurs, Libertassentrum 107, Goodwood. (Verw. PFV/rdw/S.4.)

NATAL

Case 15661/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Sipho Themba Memela,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg, dated 22 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 1570 (Ashdown), Edendale, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and fifty-six (256) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 1570, Ashdown, Edendale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under block and tile comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

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

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 14800/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Langa Richard Zuma,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg, dated 15 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:

Site 1272, Ashdown, situated in the Township of Edendale, Administrative District of Natal, in extent three hundred and twenty (320) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 1272, Ashdown, Edendale A, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house, comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

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

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 15665/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Vincent Peters,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg, dated 22 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 4190 of Lot 3814, of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and seven (607) square metres.

The following information is furnished regarding the property but is not guaranteed: The property is physically situated at 4 Amber Place, Northdale, Pietermaritzburg, and the property consists of land improved by a single-storey dwelling-house under concrete block and tile comprising three bedrooms, bathroom, two w.c.'s, lounge, dining-room, kitchen with pantry and laundry and playroom. No outbuildings.

Material conditions of sale: 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 the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 2nd day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 11654/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ramroop Brijnarain,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 22 July 1994, the following immovable property will be sold in execution on Friday, 16 September 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3003 (of 2829) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and thirty seven (337) square metres:

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 6 Amritsar Road, Northdale, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under asbestos and concrete block, comprising of two bedrooms, shower, w.c. lounge and kitchen. No outbuildings.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 15663/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Anandkumar Krishnalall,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 22 July 1994, the following immovable property will be sold in execution on Friday, 16 September 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 19, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 398 (three hundred and ninety-eight) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 9 Oakhill Drive, Panorama Gardens, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under brick and tile comprising three bedrooms, one and a half bathrooms, one and a half shower, two w.c.'s, lounge, dining-room, kitchen and a front verandah. No outbuilding.

Material conditions of sale:

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 the Sheriff of the Magistrate's Court, 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 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 the 4th day of August 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 2224/93

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

In the matter between **ABSA Bank Limited,** Plaintiff (Execution Creditor), and **Bishwanand Ramnath,** First Defendant (Execution Debtor), and **Ametha Devi Ramnath,** Second Defendant (Execution Debtor)

In accordance with a judgment of the above Court the following land and fixed improvements, registered in the name of the Second Execution Debtor will be sold in execution on 2 September 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 3253 (of 3232) of the farm Northdale 14914, City of Pietermaritzburg, Administrative District of Natal, in extent 658 (six hundred and fifty-eight) square metres (street address 325 Balhambraway, Northdale, Pietermaritzburg, Natal) (held under Deed of Transfer T24471/89 by the second debtor, together iwth the fixed improvements thereon.

Such fixed improvements are (but not guaranteed by the plaintiff and/or its attoreys) a single storey dwelling-house of brick under iron, three bedrooms, bathroom and kitchen.

The full sale conditions may be inspected at the Sheriff's Office, at 277 Berg Street, Pietermaritzburg, and with the Plaintiff's attorneys described below.

Pierre Odendaal & Co., Plaintiff's Attorneys, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (PO/05T00 2387.)

Case 13192/93

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

In the matter between **Zoe Beatrice Alcock,** First Execution Creditor, **The Administrators of the Estate of the Late Edward Holley,** Second Execution Creditor, **The Executor of the Estate Late of the Late Mabel Frances Hunt Pfotenhauer,** Third Execution Creditor, **The Executor of the Estate Late of the Late Elizabeth Jane Parker,** Fourth Execution Creditor, and **Lavinia Clare Hildegard Pfotenhauer,** Fifth Execution Creditor, and **Cynthia Jean Cox,** 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 2 September 1994 at 10:15, at the Sheriff's Sale-room, 12 Campbell Road, Howick, to the highest bidder:

Subdivision 15 (of 3) of the farm Hilton 12304, situated in the County of Pietermaritzburg, Province of Natal, in extent 21,4165 (twenty-one comma four one six five) hectares situated at Subdivision 15 (of 3) of the farm Hilton in the District of Pietermaritzburg, at the end of District Road D494.

The following information is furnished regarding the property, but is not guaranteed:

A single storey house consisting of five bedrooms, two lounges, dining-room, kitchen and a separate building consisting of bedroom and lounge. The property also consists of a workshop, randavel, row of five horse boxes, an open garage and servants' quarters.

Material conditions of sale:

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 the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, 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, 12 Campbell Road, Howick, 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 5th day of August 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1191/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Hannes Erasmus,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 9 June 1994, in the above-named suite, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 2 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 his office at 2 Samkit, 62 Caversham Road, Pinetown, namely:

Lot 1685, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 734 (one thousand seven hundred and thirty-four) square metres, which property is physically situated at 35 Manors Road, Pinetown, 3620, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T31992/88.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, staffroom, garage and pool.

Zoning: The property is zoned for Special Residential 1 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished wthin 14 (fourteen) days after the date of sale.

Dated at Durban this 27th 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.] (Docex 71.) (Ref. CMK/A267/030302/Mrs Chetty.)

Case 1017/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited,** 51/00009/06, formerly South African Permanent Building Society, Execution Creditor, and **Ntobizonke Catherine Sithole,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 22 April 1994, the immovable property described as Unit A1633, in extent 509 square metres, as shown on General Plan BA15/1970, situated in the Township of Gamalakhe, District of Izingolweni, held under Deed of Grant 4033/87, will be sold in execution on Friday, 9 September 1994 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a dwelling under brick and asbestos, consisting of lounge, two bedrooms, kitchen, bathroom and no outbuildings.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP040/01N01540.)

Case 48614/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **V. Govender,** First Defendant, and **R. D. Govender,** Second Defendant

In pursuance of a judgment granted on 27 August 1993, in the Magistrate's Court and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 6 September 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 69 of Lot 4278, Reservoir Hills (formerly known as Subdivision C of 39 of Seago of the farm Klein Zeekoe Vallei 803), situated in the City of Durban, Administrative District of Natal, in extent 826 square metres, held by Deed of Transfer T18774/87.

Physical address: O'Flaherty Road, Reservoir Hills (Subdivision 69 of Lot 4278, Reservoir Hills).

Improvements: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Durban North, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 5th day of August 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 272/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Mortgages Nominees (Pty) Ltd,** Plaintiff, and **Sivnarain Bros (Pty) Limited,** First Defendant, **Manickum Perumall Chetty,** Second Defendant, and **Govindmah Chetty,** Third Defendant

Please take notice that the undermentioned property will be sold by public auction by the Sheriff for the District of Dundee, on Friday, 9 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Gladstone Street, Dundee, Natal:

Lot 705, Dundee, situated in the Borough of Dundee, and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres, and situated at 56 Smith Street, Dundee.

The property has been improved and such improvements consist of a double-storey building of which the ground floor has 13 separate shop units and the first floor has 12 separate residential flats.

The conditions of sale may be inspected at the office of the Sheriff, old Savoy Bioscope Building, 58 Gladstone Street, Dundee, as from the date of publication hereof.

Dated at Pietermaritzburg this 29th day of July 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 12344/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Thembinkosi Jeffrey Ntshele,** First Judgment Debtor, and **Sabelani Glorius Bhengu,** Second Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 15 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 2 September 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Ownership Unit 1328, Unit BB, Edendale Township, Administrative District of Natal, in extent 400 square metres, situated at Lot 1328, Unit BB, Edendale, Pietermaritzburg, held by Judgment Debtors under Deed of Grant 00012286.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of block under tile, comprising of lounge-cum-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 Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 26th day of July 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 2165/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Sivalingam Govender,** First Defendant, and **Mrs Dhanakoti Govender,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 16 May 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 30 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Lot 2182, Shallcross (Extension 2), situated in the Development Area of Shallcross, Administrative District of Natal, measuring 754 (seven hundred and fifty-four) square metres, which property is physically situated at 140 Harinagar Drive, Shallcross, 4093, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T2165/88.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, four bedrooms, bathroom/toilet, toilet/shower and garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 15th day of July 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/031878/Mrs Chetty.)

Casw 2220/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Mr Adimulam Ramsamy,** First Execution Debtor, and **Mrs Poomoney Ramsamy,** Second Execution Debtor

In pursuance of a judgment granted on 6 May 1994, in the Verulam, Magistate's Court, 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, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being Lot 129, Lenham, situated in the City of Durban, Administrative District of Natal, in extent one hundred and eighty-eight (188) square metres.

Postal address: 173 Esselen Crescent, Lenham, Phoenix.

Improvements: Block under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

Town-planning: Zoning: SR 180.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacarand or at our offices.

Dated at Durban this 21st day of July 1994.

Browne Brodie & Co., for Rindel & Co., Plaintiff's Attorneys, Suite 1, First Floor, Redrin House, 3 Groom Street, Verulam, 4340. (Ref. CMK/A332/030764/Mrs Chelin.)

Case 8572/92

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Mr Gary John Nelson**

In pursuance of a judgment granted on 1 August 1992, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 2 September 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Subdivision 3 of Lot 3204, Pinetown, situated in the Borough of Pinetown and in the Port-Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand six hundred and sixty-seven (1 667) square metres.

Postal address: 1 Balfour Road, Pinetown, 3610.

Improvements: Brick under tile detached single dwelling consisting of entrance, hall, lounge, dining-room, kitchen, study, three bedrooms, bathroom, bathroom and shower, two toilets, detached outbuilding consisting of staffroom, shower, toilet, two carports and swimming-pool, granny flat consisting of two rooms, kitchen, toilet and shower.

Town-planning: Zoning: Special Residential 1.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U045/001319/Mrs Chelin.)

Case 4713/93

IN THE SUPREME COURT OF SOUTH AFIRCA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Muthoosamy Naidoo,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 30 August 1994 at 10:00:

Description: Subdivision 2817 of Chat Twelve of the Farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent five hundred and thirteen (513) square metres, held under Deed of Transfer T12143/1979.

Physical address: 38 Lunar Crescent, Woodhurst, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey dwelling-house brick under comprising of kitchen, dining-room, bathroom and toilet, lounge and three bedrooms.

Outbuildings: Four rooms and toilet with shower.

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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 19th day of July 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.450/J. C. Jones.)

Case 3389/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Gonaseelan Govender,** First Defendant, and **Mrs Khaironnissa Govender,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 1 July 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 30 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 4 Gosai Centre, 56 Greendale Road, Silverglen, namely:

Subdivision 374 (of 117), of the farm Buffels Bosch 965, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 1 007 (one thousand and seven) square metres, which property is physically situated at 420 Ponati Streets, Shallcross, 4093, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T26479/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of: Entrance hall, lounge, dining-room, family room, kitchen, TV lounge, prayer room, five bedrooms, three bathrooms, three toilets, garage, shower and toilet.

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 20th day of July 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. [Tel. (031) 304-3541.] (Ref. CMK/072/016718/Mrs Chetty.)

Case 3963/94

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 Daniel Hartslief,** First Execution Debtor, and **Mary Anne Hartslief,** Second Execution Debtor

In pursuance o a judgment in the Court for the Magistrate of Verulam, and writ of execution dated 2 June 1994, the property listed hereunder will be sold in execution on 23 September 1994 at 09:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Subdivision 10 of Lot 445, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent three hundred and thirty-one (331) square metres, formerly known as Subdivision 5943 (of 5868) of the farm Zeekoe Vallei 787.

Postal address: 37 Grouper Gardens, Newlands East, Durban.

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., patio, pergola, paving 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 2. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 25th day of July 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/286.)

Case 10585/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Mlungiselwa Walter Dube,** First Execution Debtor, and **Thusi Cecilia Dube,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Durban, and writ of execution dated 20 May 1994, the property listed hereunder will be sold in execution on 15 September 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the leasehold over Lot 2485, Lamontville, situated in the City of Durban, Administrative District of Natal, in extent four hundred and ten (410) square metres.

Postal address: Unit 2485, Lamontville Township, Durban.

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., paving slabs and pergola.

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 Durban South. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 26th day of July 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/263.)

Case 1234/94

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 **Michael William Byrne,** First Defendant, and **Ingrid Hannelore Byrne,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 2 September 1994 at 10:00:

Description: Sub 785 (of 196) of the farm Albinia 957, situated in the Township of Hillcres, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 2 069 (two thousand and sixty-nine) square metres, held under Deed of Transfer T9207/1982.

Physical address: 7 Surprise Ridge, Hillcrest, Natal.

Zoning: General Residential.

The property consists of the following:

Brick under tile dwelling comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and toilet with shower.

The outbuildings comprise two garages, toilet with shower, workshop and swimming-pool.

There is a cottage comprising living-room, kitchen, 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 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 the 25th day of July 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7270/mvr.)

Case 2143/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited,** No. 51/00009/06, Plaintiff, and **Sayed Mahomed Mahomed,** First Defendant, and **Hasina Bano Mahomed,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate's at Umzinto, and the warrant of execution issued pursuant thereto on 7 February 1994, the immovable property described as:

Sub 2 of Lot 192, Umzinto, situated in the Township of Umzinto North and in the Umzinto Regional Water Services Area, Administrative District of Natal, in extent 805 square metres, and situated in Ridge Road, Umzinto North, will be sold in execution on Friday, 9 September 1994 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Singh & Gharbaharan, First Floor, Mosque Centre, Main Road, Umzinto, and at the office of the Sheriff of Umzinto, 1 Savell Place, Scottburgh South. The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or futher bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or Value-Added Tax where applicable and other amounts whatsoever owing on the property together with any other amount which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Double storey dwelling under brick and tile with a 4/4 retaining wall consisting kitchen with built-in cupboards, passage leading to lounge/dining-room combination, balcony, three bedrooms, bedroom en suite, bathroom and toilet. Basement - lounge, kitchen, two bedrooms, bathroom and two store-rooms. No outbuildings.

Dated at Port Shepstone on this the 20th day of July 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, c/o Singh & Gharbaharan, First Floor, Mosque Centre, Main Road, Umzinto. (Ref. E. R. Barry/NP043/01NP01543.)

Case 2529/94

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 **Kogilan Naidoo,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 30 August 1994 at 10:00:

Description: Lot 1970 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 538 (five hundred and thirty-eight) square metres, held under Deed of Transfer T37555/93.

Physical address: 8 Impala Drive, Mobeni Heights, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following:

Brick under tile roof dwelling comprising lounge, kithcen (built in cupboards and floor tiled), bathroom, toilet, three bedrooms (one with en-suite, all carpeted) shower cubicle and study. The outbuilding comprises carport.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's 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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban on this the 20th day of June 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7403/mvr.)

Case 5876/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Syfrets Mortgage Nominees Limited,** Plaintiff, and **Frederick John Perfect,** Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 13 September 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 September 1994 at 11:00, at the front entrance to the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Lot 776, Glenmore, situated in the Munster Town Board Area and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 2 800 (two thousand eight hundred) square metres.

Improvements: A brick under tile shopping complex, known as The Munster Shopping Centre.

Comprising:

Ground floor: Seven small shops, passageway, two female toilets with washbasin, large shop with kitchen, store-room, two toilets and two washbasins and outside toilet.

Upstairs: Two offices of approximately 131 (one hundred and thirty-one) square metres each, passage and pedestrian walkway.

Street address: Munster Shopping Centre, corner of Colebroke and General Gordon Avenues, Munster.

Town-planning zoning: Limited Commercial.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 17,83% (seventeen comma eight three per centum) per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Port Shepstone, and at the offices of the Execution Creditor's attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this the 21st day of June 1994.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. M. Jackson/17S517010.)

Case 6934/93

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 **Arumugam Padayachee,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 30 August 1994 at 10:00:

Description: Subdivision 2322 of Lot 2294 of the farm Chat Seven No. 14780, situated in the City of Durban, Administrative District of Natal, in extent 232 (two hundred and thirty-two) square metres, held under Deed of Transfer T17071/92.

Physical address: 412 Road 706, Montford, Chatsworth, Natal.

Zoning: Special residential.

The property consists of the following:

Block under asbestos roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

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 levies/rates and/of 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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 7th day of July 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/J. C. Jones/SB.496.)

Case 8853/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Investec Merchant Bank Ltd,** Plaintiff, and **Butchmah Naidoo,** Defendant

In pursuance of a judgment granted 22 September 1993 in the Magistrate's Court, Verulam, and under a writ of execution against property issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 August 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1407, Tongaat Extension 11, situated in the Township of Tongaat, Administrative District of Natal, in extent 420 (four hundred and twenty) square metres.

Physical address: 4 Canary Crescent, Flamingo Heights, Tongaat.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Nothing is guaranteed in the above respects.

Conditions of sale:

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of 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 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 16% (sixteen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current and any arrear rates and any other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Verulam on this the 7th day of July 1994.

Vallaraman & Co., Execution Creditor's Attorneys, First Floor, Nadasen Centre, 23 Moss Street, Verulam. [Ref. Mr Vallaraman/B128(5)/jg.]

Case 17831/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First National Bank of Southern Africa Limited,** trading as Wesbank, Plaintiff, and **Peter Brown,** First Defendant and **Karen Christine Brown,** Second Defendant, and **Millar Property Holdings (Pty) Limited,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Ladysmith, at the Magistrate's Courts' Offices, Keate Street, Ladysmith, on Thursday, 13 September 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, 5 Poort Road, Ladysmith.

Erf 59, situated in the Township of Ladysmith, measuring 2147 square metres and held by Deed of Transfer T19289/1988, known as 10 Francis Road, Ladysmith.

The property consists of a stand with improvements although nothing in this respect is guaranteed:

Large face brick premises under corrugated asbestos. Utilised as motor workshop, showroom, offices and upstairs flat, three bedrooms, kitchen, scullery, toilet, bathroom and lounge.

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

Auctioneer's charges are also payable by the purchaser on the day of the sale.

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

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria. (Tel. 325-4185.) [Ref. Mr Stupel/ML VS 6733 (C).]

Saak 763/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Malunguza Reuben Tshabalala,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 13 Julie 1994, sal die ondervermelde eiendom op 7 September 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 9335, Unit 4, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 22ste dag van Julie 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 72/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Michael John Wege,** First Defendant, and **Mrs Senbagavallie Wege,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 7 March 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at 22 Chancery Lane, Pinetown, on Friday, 2 September 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the posession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Lot 325, Waterfall (Extension 14), situated in the Township of Waterfall, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2762 (two thousand seven hundred and sixty-two) square metres, which property is physically situated at 88 Valley Drive, Waterfall, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9576/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban 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/U045/027913/Mrs Chelin.)

Case 9799/93

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 **Pende Reuben Dlamini,** First Defendant, and **Lyneth Dlamini,** Second 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, 2 September 1994 at 10:00, of the undermentioned properties to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

The properties are described as:

1. Ownership Unit 464, Umlazi-G, situated in the Township of Umlazi and District of Umlazi, measuring three hundred and forty-two (342) square metres and held under Deed of Grant G.872/86, street address G464 Umlazi Township, Umlazi.

Improvements: A brick plastered dwelling-house with asbestos roof comprising two bedrooms, bathroom, kitchen, dining-room/lounge and fence.

2. Ownership Unit 735 Umlazi, Unit 8, situated in the Township of Umlazi, District of Umlazi, measuring three hundred and seventy seven (377) square metres and held under Deed of Grant G.4618/265, street address H735 Umlazi Township, Umlazi.

Improvements: A brick plastered dwelling-house with asbestos roof comprising two bedrooms, bathroom, kitchen, dining-room/lounge, two informal outbuildings and fence.

Zoning (both): Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi at the old Magistrate's Court's Building, Room 101, Section V 1030, Umlazi (Tel. 9061713, Mr Parker).

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

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 308/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Govindarajh Krishnasamy Nayagar,** First Defendant, and **Sheila Nayagar,** Second Defendant

In pursuance of a judgment granted on 18 March 1994, in the court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 September 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 441, Stanmore, situated in the City of Durban, Administrative District of Natal.

In extent: (437) four hundred and thirty-seven square metres.

Street address: 12 Kylemore Close, Stanmore, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom. Water and lights facilities (the nature, extent, conditions 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 prefent 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, Inanda Area (1), 2 Mountainview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

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

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22388/JR.)

Case 4907/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The African Bank Limited,** Plaintiff, and **Patrick B. Ngema,** Defendant

In terms of a judgment of the above Honourable Court, dated 3 January 1994, a sale in execution will be held on Wednesday, 14 September 1994 at 10:00, at Office 2, Adams Building, Osborn Road, Eshowe, to the highest bidder without reserve:

Lot 539, Eshowe, situated in the Borough of Eshowe, Administrative District of Natal, in extent 4 047 (four thousand and forty-seven) square metres, held under Deed of Transfer 4360/91, subject to the conditions of title.

Physical address: House 97, Gezinsila Township, Eshowe.

The following information is furnished but not guaranteed: Brick under tile, double-storey building, consisting of:

Upper floor: Eight rooms, two bathrooms, three toilets and shower.

Lower floor: Six rooms and toilet.

Outside buildings: Four rooms, toilet, shower and carport.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Zoning (the accurance hereof is not guaranteed): Special Residential.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Eshowe.

Dated at Durban this 20th day of July 1994.

Strauss Daly Inc., Attorneys for Plaintiff, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs Johnson/Z22558/ps.)

Saak 4987/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Allied Bouvereniging Beperk,** Eksekusieskuldeiser, en **Makhosazana Mayvis Kubheka,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 Maart 1994, sal die ondervermelde eiendom op 7 September 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Lot 10551, Newcastle-uitbreiding 44.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar op tekening van die verkoopvoorwaardes en die balans van die koopprys plus rente teen 20% (twintig persent) per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf die datum van verkoping.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

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

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

Case 9805/92

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

In the matter between **Natal Building Society Limited,** Execution Creditor, and **Gwayimane Robert Hlongwana,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 18 March 1992, the immovable property listed hereunder will be sold in execution on 9 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit P306, situated in the Township of kwaMashu, in the District of Ntuzuma, in extent 446 (four hundred and forty-six) square metres, held under Deed of Grant G5151/89.

The immovable property is situated at P306, kwaMashu.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling, comprising of three bedrooms, lounge, kitchen, bathroom and toilet.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed, premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down the purchaser.

4. The purhaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, coner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.] (Ref. T. Rajkumar/rc.)

Dated at Durban this 28th day of July 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3838/93/N48.)

Case 15435/94
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited,** Execution Creditor, and **Helmut Carl Wilhelm Kroger,** First Execution Debtor, and **Deloris Dawn Kroger,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 2 May 1994, the immovable property listed hereunder will be sold in execution on 9 September 1994 at 10:00, at the front entrance to the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 383, Westville (Extension 7), situated in the Borough of Westville, Administrative District of Natal, in extent 2 232 (two thousand two-hundred and thirty-two) square metres, held under Deed of Transfer T2417/91.

The immovable property is situated at 35 Headingley Avenue, Westville.

Zoning: Special/Residential.

Improvements: Brick under tile double storey-dwelling comprising of lounge, dining-room, kitchen, four bedrooms, two bathrooms, dressing-room, porch, balcony, double garage, laundry and servants' quarters.

N.B. Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed; premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown. (Tel. 72-5211.) (Ref. C. Gordon.)

Dated at Durban this 5th day of August 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N4695/94/N88.)

Case 82/93

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 **A. Z. Ndlovu,** Defendant

In pursuance of a jugment 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, 6 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2618, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G03282/89.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 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 6 September 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 according 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 the 5th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF491.)

Case 77/93

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 **S. M. Xaba,** Defendant

In pursuance of a jugment 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, 6 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2969, Ezakheni, in extent 377 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant 1085.

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: 377 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 6 September 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 according 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 the 5th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF204.)

Case 38/94

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 **C. V. Mbatha,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 4 May 1994, and warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit B2420, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G5221/88.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c. and no outbuildings.

Extent: 300 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 6 September 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 5th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF512.)

Case 91/93

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 **C. S. Jele,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 February 1994, and warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D2006, Ezakheni, in extent 200 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G03337/91.

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 and dining-room combined, bathroom, toilet and washbasin.

Extent: 200 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 6 September 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 5th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF485.)

Case 156/92

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 **M. C. Shabalala,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 October 1992, and warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2626, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G1784/90.

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 6 September 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 5th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF352.)

Case 2031/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Henkel SA (Pty) Limited,** Execution Creditor, and **Mohammed Sayed Motala,** trading as Paint and Tool Centre, Execution Debtor

In pursuance of a judgment granted on 18 August 1993, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable properties listed hereunder will be sold in execution on Friday, 9 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description:

1. Lot 1647, Stanger Extension 19, situated in the Borough of Stanger, Administrative District of Natal, in extent 932 (nine three two) square metres, held by the Execution Debtor by virtue of Deed of Transfer T23334/1985, dated 14 November 1986.

Improvements: Vacant land.

Zoning: Residential.

Physical address: 28 Geranium Street, Stanger Manor, Stanger.

2. Lot 1646, Stanger Extension 19, situated in the Borough of Stanger, Administrative District of Natal, in extent 932 (nine three two) square metres, held by the Execution Debtor by virtue of Deed of Transfer T1525/1986, dated 29 January 1986.

Improvements: Vacant land.

Physical address: Geranium Street, Stanger Manor, Stanger.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per centum) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger, Natal.

Dated at Stanger on this the 12th day of August 1994.

Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr De Wet/RR/H.19/DEF.)

Case 29888/93

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

In the matter between **Boland Bank Limited,** Plaintiff, and **Douglas Audrey Lionel Alliston Pearson,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 25 January 1994, and writ of execution dated 25 January 1994, the immovable property listed hereunder will be sold in execution on Friday, 2 September 1994 at 10:00, at the Sheriff's Salesroom, 12 Campbell Road, Howick, to the highest bidder:

Subdivision 3 of the farm Glandrishok, Farm 1805, Administrative District of Natal, in extent 128,41119 hectares held by Deed of Transfer T7840/1991.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deed in so far as 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 21,25% (twenty-one comma two five per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Camperdown, immediately prior to the sale may be inspected at his office at 12 Campbell Road, Camperdown.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B992L/gd.)

Case 370/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mzochithwayo Hlophe,** Defendant

In pursuance of judgment granted on 8 July 1993 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 7 September 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit A801, in extent 299,2 (two hundred and ninety-nine comma two) square metres, situated in the Township of Umlazi, represented and described on General Plan BA8/1963, held by virtue of Deed of Grant 2970/71.

Physical address: Ownership Unit A801, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey plaster/brick and asbestos dwelling (54m^2), comprising kitchen, lounge, two bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

Improvements: P/C concrete fencing.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale.

In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per 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 3rd day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13152/cb.)

Case 1942/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Ngakhohlwa Obert Mchunu,** Defendant

In pursuance of judgment granted on 3 December 1992 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 September 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit C66, in extent 306 (three hundred and six) square metres, situated in the Township of Umlazi, represented and described on General Plan BA54/1972, held by virtue of Deed of Grant 3926/102.

Physical address: Ownership Unit C66, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick/plaster/ and asbestos dwelling (54m^2), comprising kitchen, lounge, two bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

Improvements: Fencing—wiremesh and concrete apron.

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 19% (nineteen 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 3rd day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01900/cb.)

Case 353/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Themba Frank Dlamini,** Defendant

In pursuance of judgment granted on 22 February 1993 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 entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit G856, in extent 262 (two hundred and sixty-two) square metres, situated in the Township of kwaMashu, represented and described on General Plan PB270/1988, held by virtue of Deed of Grant G004862/89.

Physical address: Ownership Unit G856, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey plaster and asbestos dwelling (47m^2), comprising kitchen, lounge, two bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

Improvements: P/C fencing.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale.

In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two 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 of the Magistrate's Court, Verulam.

Dated at Durban this 3rd day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z11930/CB.)

Case 50072/93

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

In the matter between **ABSA Bank Limited,** No. 86/04794/06, trading as United Bank, Plaintiff, and **R J K Property Investments CC,** NO. CK89/12685/23, First Defendant, and **Palain Jairomi Sewraj,** Second Defendant

In pursuance of a judgment granted on 17 August 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 September 1994 at 14:00 at the front entrance of the Magistrate's Court Building, Somtseu Road, Durban:

Description:

A. A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS82/1993 in the scheme known as J. Sands in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the sectional plan is 84 (eighty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer ST3258/1993.

B. A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS82/1993 in the scheme known as J. Sands in respect of the land and building or buildings situated at Durban, of which section the floor area, according to sectional plan is 84 (eighty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer ST3259/1993.

C. The right to erect and complete from time to time within a period of 20 (twenty) years on the specified portion of the common property as indicated on the building plan [contemplated in section 25 (2) (a) of the Act] and to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over part of such common property upon the owner or owners of one or more sections in respect of the land described as Subdivision 28 (of 10) of Lot 20, Duikerfontein, situated in the City of Durban, Administrative District of Natal, in extent 2 397 (two thousand three hundred and ninety-seven) square metres and in the scheme known as J. Sands in respect of the land and building or buildings situated at 37 Parkington Grove, Greenwood Park, Durban, and shown on Sectional Plan SS82/1993 as held under Certificate of Real Rights AK658/1993S.

Street address: 37 Parkington Grove, Greenwood Park, Durban.

Improvements: Four dwellings consisting of brick and tile:

Unit 1: Lounge, kitchen with units, bathroom, toilet, wash/basin, two bedrooms, main en suite, shower, toilet and wash/basin.

Unit 2: Lounge and dining-room, kitchen, two bedrooms, bathroom, toilet, wash/basin, main en suite, shower, toilet and wash/basin.

Unit 3: Lounge, kitchen with units, two bedrooms and main en suite/shower/toilet/wash/basin.

Unit 4: Lounge, kitchen with units, bathroom, toilet/wash/basin, two bedrooms and main en suite/shower/toilet/wash/basin.

Units 3 and 4 being subject to the Certificate of Real Rights AK658/1993S (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 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, Durban North, 15 Milne Street, Durban.

Dated at Durban this 3rd day of August 1994.

L. L. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14932/JR.)

Case 5191/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jamil Essop,** First Defendant, and **Zubeida Mahomed Essop,** Second Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 22 June 1994, and a writ of execution dated 22 June 1994, the immovable property listed hereunder will be sold in execution on 9 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description of property: Lot 63, Rainham, situated in the City of Durban, Administrative District of Natal, in extent 290 (two hundred and ninety) square metres.

Postal address: 7 Rainturn Road, Rainham, Phoenix.

Improvements: A semi-detached dwelling-house comprising four bedrooms, lounge, kitchen, toilet, bathroom with pre-cast fencing.

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 cent) 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 cent) 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 fee 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 the sale may be inspected at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

6. No warranty, undertaking or guarantee is given in regard to any of the matters stated herein.

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

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban; P.O. Box 1905, Durban. (Ref. RDP/RBL/sg/941.)

Case 143/94

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

In the matter between **First National Bank of S.A. Limited,** Execution Creditor, and **Roger L. Vickery,** Execution Debtor

In pursuance of a judgment granted on 5 April 1994 in the above Court, and a warrant of execution issued thereunder, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 14 September 1994 at 10:00, at the Sheriff's Office, being Office 2, Adams Building, Osborn Road, Eshowe:

1. a. *Deeds office description:* Remainder of Subdivision 1 of Lot 482, Eshowe, situated in the Borough of Eshowe, Administrative District of Natal, in extent 1 396 square metres.

b. *Street address:* 70 Main Street, Eshowe.

c. *Improvements* (not warranted to be correct): A brick under tile residential dwelling consisting of four rooms, kitchen, passage, bathroom and toilet. Outbuildings consisting of brick under corrugated iron, garage, servant's room and rondavel.

d. *Zoning/special priviledges or exemptions:* Residential (not guaranteed).

2. The sale shall be for rands and no bids of less than R100 shall be accepted.

3. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.

4. 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 a 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.

5. The purchaser shall be liable for interest at the rate of 15,25% (fifteen comma two five per cent) per annum to First National Bank of Southern Africa Ltd on the amount of the award to First National Bank of Southern Africa Ltd on the plan of distribution, calculated as from the date of sale to the date of transfer, both days inclusive.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, arrear and current rates and other necessary charges to effect transfer upon request by the said attorneys.

7. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court of Eshowe at Office 2, Adams Building, Osborn Road, Eshowe, during office hours.

8. The sale shall be by public auction without reserve to the highest bidder.

Dated at Eshowe.

Wynne & Wynne, Judgment Creditor's Attorneys, Law House, 73 Osborn Road, Eshowe, 3815. (Ref. GJG/ad/3/F068/363.)

Case 68169/93

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

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Judgment Creditor, and **Nkosinathi Caleb Maphumulo,** First Judgment Debtor, and **Sibongile Alphinah Maphumulo,** Second Judgment Debtor

In pursuance of a judgment granted on 17 January 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 8 September 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 2 of Lot 814, Amanzimtoti, situated in the Borough of Amanzimtoti and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 089 (one thousand and eighty-nine) square metres.

Postal address: 14 Gardiner Street, Amanzimtoti, Natal.

Improvements: An empty/vacant plot of land.

Town-planning: Zoning: Residential. Special priveleges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price 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 approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from date of the sale to date of transfer, both days inclusive.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban, or at our offices.

Meuman & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/018575.)

Case 68168/93

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

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Judgment Creditor, and **Nkosinathi Caleb Maphumulo,** First Judgment Debtor, and **Sibongile Alphinah Maphumulo,** Second Judgment Debtor

In pursuance of a judgment granted on 17 January 1994 in the Court of the Magistrate, Durban and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 8 September 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 1 of Lot 814, Amanzimtoti, situated in the Borough of Amanzimtoti and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 371 (one thousand three hundred and seventy-one) square metres.

Postal address: 16 Gardiner Street, Amanzimtoti, Natal.

Improvements: An empty/vacant plot of land.

Town-planning: Zoning: Residential, special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price 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 approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from date of the sale to date of transfer, both days inclusive.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban, or at our Offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/018599.)

Case 22197/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Execution Creditor, and **Gcinumthetho Selio Mbusi,** Execution Debtor

In pursuance of a judgment granted on 15 June 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 9 September 1994 at 10:00, at the Main East entrance, to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land being Ownership Unit 315, in the Township of Magabeni-A District County of Durban, in extent 558 square metres.

Postal address: Unit 315, Magabeni A, Umbumbulu.

Improvements: Brick dwelling, plastered with tiled roof consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge and garage. House has electricity. Property is fenced.

Town-planning: Zoning: Residential special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price 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 approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from date of the sale to date of transfer, both days inclusive.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Umbumbulu, or at our Offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/023141.)

Saak 2305/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Nedperm Bank Limited,** No. 51/00009/06, Eiser, en **Cassim Sabir Ahmed Chunara,** Verweerder

Ten uitvoering van 'n vonnis van gemelde Agbare Hof en 'n lasbrief gedateer 15 Julie 1994, sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word op 14 September 1994 om 10:00, voor die Magistraatskantore te Newcastle aan die hoogste bidder:

Erf Onderverdeling 10 van 15007, Munisipale Gebied van Newcastle, administratiewe distrik Natal, groot 683 (seshonderd drie-en-tagtig) vierkante meter, synde St Brunostraat 2B, Lennoxton, Newcastle.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bidder en sal onderworpe wees aan artikel 66 van die Landdroshofwet No. 32 van 1944.

2. 'n Deposito van 10% (tien persent) moet op die dag van die verkoping betaal word.

3. Die balans moet binne een (1) maand in kontant of verseker deur 'n bank- of bougenootskapwaarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju van die Landdroshof.

4. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.

5. Die Vonnisskuldeiser is geregtig om 'n Prokureur aan te stel om die transport te behartig.

Geteken te Newcastle op hierdie 9de dag van Augustus 1994.

H. M. van Wyk, vir Van Lingen, Van Wyk & Odendaal, Volkskasgebou, Voortrekkerstraat, Newcastle, 2940.

Case 2899/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **NBS Bank Limited,** Plaintiff, and **Abel Kutu Motloung,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 19 July 1994, the undermentioned property will be sold in execution on 7 September 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Site D6049, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 5th day of August 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 4414/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Bongani Enoch Mlangeni,** Defendant

In pursuance of a judgment of the Court of the Magisrate of Newcastle and a writ of execution dated 19 October 1993, the undermentioned property will be sold in execution on 7 September 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain site Unit 7914E, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 5th day of August 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 2789/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Simlindile Luvuyo Ndamase,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Port Shepstone held at Port Shepstone dated 19 October 1994, on a warrant of execution dated November 1994, the following immovable property will be sold in execution on 9 September 1994 at 10:00, at the main entrance to the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 714, Fifth Street, Port Edward Extension 2, situated in the Port Edward Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand two hundred and six (1 206) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property consists of a brick asbestos building, consisting of lounge and dining-room combined, bar with counter, kitchen, two bedrooms, main en suite with full bathroom plus shower, separate full bathroom, verandah and double garage.

The property is zoned residential and there is not special privilege attached to the property.

Material conditions of sale:

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out above/below is guaranteed.

1.2 The purchaser shall pay 10% (ten per cent) of the purchase price and the auctioneer's commission 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 furnish to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale.

1.3 The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Plaintiff, and to the bondholder/s at a prescribed rate of interest per annum, at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

1.4 Transfer shall be effected by the attorneys for the Plaintiff, and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale can be inspected at the offices of the Deputy Sheriff of Port Shepstone at 20 Rivierview Road, Sunwich Port, South Coast, Natal.

Dated at Margate on this the 5th day of August 1994.

John Louw, McGarr & Associates, Execution Creditor's Attorneys, corner of Homestead and Erasmus Roads, Margate. (Ref. JCP/myfs/31N154016.)

Saak 24842/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **First National Mortgages Nominees,** Eiser, en **The Trustee of the Dagor Trust,** 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 deur die Balju voor die Landdroskantoor, Kerkstraat, Vryheid, op 7 September 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê.

Sekere Erf 496, Vryheid, munisipaliteit Vryheid, Natal, en ook bekend as Kerkstraat 250, Vryheid, grootte 1 404 (een vier nul vier) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Groot gebou midde in die besigheidsgebied, baksteen onder sinkdak. Word gebruik as 'n winkel.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 10de dag van Augustus 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5257E.)

Case 718/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Eric Francis Wilke,** First Defendant, and **Pearl Wilke,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 25 March 1994 in the above-named suite, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 2 September 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 6 of Lot 1134, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand and sixty-one (1 061) square metres, which property is physically situated at 12 Walter Short Road, Scottsville, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T7768/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets and a toilet. There is an outbuilding consisting of two staffrooms, stores, two carports and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 12th day of August 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 911/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Michael Hyacinth Sibisi,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 2 September 1994 at 10:00, on the steps of the east entrance to the Magistrate's Court, at Umbumbulu, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 2334, Unit A, in the Township of kwaMakhutha, District of Umbumbulu, Natal, in extent of 338 (three hundred and thirty-eight) square metres, represented and described on Deed of Grant 975/07.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 2334, Unit A, in the Township of kwaMakhutha, District of Umbumbulu, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 5th day of August 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/jh/50/K0188/C4.)

Case 21885/94

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.

Servants' quarters: Room, toilet-washbasin, toilet, laundry room and single lock-up garage.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Zoning (the accuracy hereof is not guaranteed): Special residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 (five hundred rand) 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 14 (fourteen) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per centum) per annum to the 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 this 28th day of July 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/W67.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 1564/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. J. Sematle,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 18 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 September 1994 om 11:00, voor die Landdroskantoor, Virginia:

Perseel 1434, geleë te en bekend as 1434 Meloding, Virginia, gesoneer vir woondoeleindes, groot 218 vierkante meter, gehou kragtens Transportakte TL270/90.

Verbeterings: Tweeslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Virginia, nagesien word.

Gedateer te Welkom op hierdie 1ste dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, p.a. Immelman & Vennote, Volkskasgebou, Virginia Tuine; Posbus 195, Virginia.

Saak 1470/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. Z. Mthiyo,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 8 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 September 1994 om 11:00, voor die Landdroskantoor, Virginia:

Perseel 461, geleë te en bekend as 461 Meloding, Virginia, gesoneer vir woondoeleinddes, groot 325 vierkante meter, gehou kragtens Transportakte TL1716/89.

Verbeterings: Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Virginia, nagesien word.

Gedateer te Welkom op hierdie 1ste dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, p.a. Immelman & Vennote, Volkskasgebou, Virginia Tuine; Posbus 195, Virginia.

Saak 1919/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk,** Eiser, en **M. A. Ntema,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 10 Februarie 1994, sal die volgende eiendom op 9 September 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 0026827, Uitbreiding 8, Mangaung, groot 280 vierkanter meter, gehou kragtens Akte van Transport TL1257/1990.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Barnesstraat 5, Bloemfontein.

Geteken te Bloemfontein op hierdie 1ste dag van Augustus 1994.

J. P. Smit, Prokureur vir Eiser, Naudes Trustfonteingebou, Tweede Verdieping; Posbus 153, St Andrewstraat, Bloemfontein.

Case 400/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Grahamstown Building Society,** Plaintiff, and **Clive Desmond Forsberg** (I.D. No. 561105 5038 003), First Defendant, and **Hilda Yvonne van der Westhuizen** (I.D. No. 550503 0257 00 3), Second 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 at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, on Friday, 2 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 and which conditions may be inspected at the offices of the Sheriff, Bloemfontein West, President Building, St Andrew Street, Bloemfontein, prior to the sale:

Remaining extent of Erf 5597, situated in the City and District of Bloemfontein, measuring 743 (seven hundred and forty-three) square metres, held by the Mortgagor by Deed of Transfer T8386/1992, subject to the conditions referred to therein, and more especially subject to certain servitudes and reservation of Mineral Rights referred to therein, situated at 14A Janse van Rensburg Street, Wilgehof, Bloemfontein, consisting of two bedrooms, kitchen, carport, corrugated iron roof, lounge, bathroom and servant's room.

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 the date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 4678/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit,** Eiser, en **Potgieter, J. J. & R. A.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros Bloemfontein, en 'n lasbrief vir geregtelike verkoping, gedateer 26 Mei 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 11958, geleë in die stad en distrik Bloemfontein, groot 816 vierkante meter, gehou kragtens Akte van Transport 16657/92, geregistreer 17 September 1992 (perseeladres Genl. Brandrylaan 196, Uitsig, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, werkkamer, badkamer, kombuis en opwaskamer.

Buitegeboue: Motorafdak, toilet en swembad.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnestraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 3de dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

VERKOPING

Die verkoping sal gehou word by die Landdroskantoor te Vredefort op Woensdag, 14 September 1994 om 10:00:

EKSEKUSIEKREDITEUR NEDCOR BANK BEPERK

Die hiernagenoemde eiendom sal vir die verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vredefort nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan, tesame met die Balju se kostes, onmiddellik na die verkoping, in kontant of deur bankgewaarborgde tjeks, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoop is beskikbaar by die kantoor van die Balju, Parys.

Saaknommer: 32/1992.

Vonnisskuldenaar: **Mokhalenyane Richard Molefe.**

Eiendom: Erf 289, Mokwallo, Vredefort.

Verwysing: C F Swanepoel/lt/SAP793/N509.

Beskrywing: 'n Woonhuis met drie slaapkamers, kombuis, badkamer, eetkamer en sitkamer.

Groot: 288 (tweehonderd agt-en-tagtig) vierkante meter.

Datum: 26 Julie 1994.

C. F. Swanepoel, vir De Villiers & Joynt, Eiser se Prokureur, Dolfstraat 63, Posbus 43, Parys, 9585. (Tel. 0568-2181/2/3.)

Saak 427/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayalethu Home Loans,** Eiser, en **Maleho Godwin John Leeuw,** Eerste Verweerder en **Phepane Lydia Leeuw,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie, sal die ondergenoemde eiendom as 'n eenheid op 14 September 1994 om 10:00, voor die Landdroskantoor, Parys, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 3358, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tumahole, gehou kragtens Grondbrief TL135/88, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak, bestaande uit: 'n Sitkamer, badkamer, kombuis en 'n slaapkamer(s).

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van die bod. Waarborg vir balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Parys op hede die 26ste dag van Julie 1994.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63; Posbus 43, Parys. (Verw. CFS/LT/BEZ053/N4374.)

Saak 15764/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khayalethu Home Loans (Edms.) Bpk.,** Eiser, en **P. J.** en **E. M. Molefe,** Verweerders

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 9 September 1994 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 19094, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mangaung, gehou kragtens Transportakte TL 892/90, grootte 196 (eenhonderd ses-en-negentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 5% (vyf persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Bloemfontein hierdie 20ste dag van Julie 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Bloemfontein. (Verw. Martins/jw/Z33654.)

Saak 9518/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Pule Andries Shongweni,** Eerste Verweerder, en **Moroa Maria Shongweni,** Tweede Verweerder

Ingevolge 'n vonnis gedateer 24 Junie 1994, en 'n lasbrief vivolge 'n vonnis gedateer 24 Junie 1994, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 9 September 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Perseel 16992, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 244 m^2, gehou kragtens Transportakte T5879/92, beter bekend as Perseel 16992, Blomanda, Bloemfontein.

Verbeterings: Geen verbeterings op perseel.

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 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. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% (vyftien komma twee vyf nul 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 bouverenigingwaarborg.

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 13de dag van Julie 1994.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7575, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 6740/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** Eiser, en **mnr. Peter Frederich Bredell,** Verweerder

Ingevolge 'n vonnis gedateer 6 Junie 1994, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 9 September 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 7929, geleë in de stad en distrik Bloemfontein, ook bekend as Champagnestraat 21, Bayswater, Bloemfontein, groot 1 325 m^2, gehou kragtens Transportakte T12274/1992, Champagnestraat 21, Bayswater, Bloemfontein.

Verbeterings: Woonhuis bestaande uit: Vier slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis met opwas, twee motorafdakke, motorhuis, bediendekamer, twee stoorkamers, swembad en braai area.

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 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. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,25% (vyftien komma twee 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 bouverenigingwaarborg.

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 13de 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 22437/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit,** Eiser, en **Kleynhans, C. R.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 25 Julie 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 12224, geleë in die stad en distrik Bloemfontein, groot 773 vierkante meter, gehou kragtens Akte van Transport 12889/1991, geregistreer op 11 Oktober 1991.

Perseeladres: Bermudasingel 137, Uitsig, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, werkkamer, sonkamer, twee badkamers en kombuis.

Buitegeboue: Motorhuis, toilet en bediendekamer.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnestraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 3de dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 4924/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit,** Eiser, en **Van der Merwe, A. A. B.** en **J. S.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 20 Julie 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 17555, geleë in die stad en distrik Bloemfontein, groot 832 vierkante meter, gehou kragtens Akte van Transport 8244/1986, geregistreer op 8 Oktober 1986.

Perseeladres: Koedoeweg 192, Fauna, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Buitegeboue: Motorhuis en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnestraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 4de dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 410/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOU TE SENEKAL

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **John Frank Bibbey,** Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdros, Senekal, en lasbrief tot geregtelike verkoping gedateer 11 Julie 1994, sal die volgende onroerende eiendom geregistreer in die naam van John Frank Bibbey verkoop word sonder voorbehoud aan die hoogste bieër op Vrydag, 9 September 1994 om 10:00, te Landdroskantoor, Senekal, naamlik:

Erf 624, geleë in die dorp en distrik Senekal, groot 1 684 (eenduisend seshonderd vier-en-tagtig) vierkante meter, gehou kragtens Transportakte T9360/1989.

Die verbeterings op die perseel bestaan uit woonhuis met buitegeboue.

Die eiendom word verkoop op die volgende terme en voorwaardes:

1. Die eiendom sal verkoop word sonder voorbehoud aan die hoogste bieër onderworpe aan die terme en bepalinge van die Landdroshofwet en reëls.

2. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal.

3. Die balans van die koopsom moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen oordrag van die eiendom in die naam van die Koper, welke waarborg goedgekeur moet word deur die Eksekusieskuldeiser se prokureurs en binne een-en-twintig dae na datum van verkoping aan hulle gelewer moet word.

4. Al die verkoopvoorwaardes wat deur die Afslaers net voor die verkoping uitgelees sal word, is ter insae gedurende kantoorure by die kantore van die Balju, Senekal en afslaers, Dreyerstraat 41, Senekal.

Crowther & Pretorius, Prokureurs vir Eksekusieskuldeiser, Dreyerstraat 41, Posbus 245, Senekal, 9600.

Case 11779/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ntho Andrew Moji,** First Defendant, and **Maria Nkone Moji,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 19 October 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 7 October 1994 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely:

Certain: Erf 11806, Thabong, District of Welkom, measuring 356 (three hundred and fifty-six) square metres, held by the Defendants by Virtue of Certificate of Registered Right of Leasehold TL3225/1987, known as 11806 Thabong, District of Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets and single garage (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (tien per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Codurt for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 9th day of August 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL642.)

Case 6424/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited,** Plaintiff, and **Peter Joseph McHugh,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted 19 July 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 30 September 1994 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely:

Certain: Erf 6651, situated in the City of Welkom, District of Welkom, measuring 1 472 (one thousand four hundred and seventy-two) square metres, held by the Defendant by virtue of Deed of Transfer T11638/1987, known as 15 Fuschia Crescent, Jim Fouche Park, Welkom.

Improvements: Residential property with entrance hall, lounge, dining-room, kitchen, four bedrooms, toilet, bathroom with shower, bathroom with toilet, laundry, double garage, servants' quarters and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 The balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 9th day of August 1994.

M. C. Louw, Attorney for Plaintiff, Daly & Neumann Inc., Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/AL686.)

Saak 2699/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Escom Finance Company (Pty) Ltd,** Eiser, en **Jameson Nthethe Motaung,** Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Vrede, op 9 September 1994 om 11:00, naamlik:

Erf 1535, geleë in die dorpsgebied Thembalihle, distrik Vrede, groot 392 vierkante meter.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: *Verbeterings bestaan uit:* Woonhuis met steen konstruksie, teëldak, twee slaapkamers, sitkamer, kombuis en badkamer/toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te gedurende kantoorure. Balju van die Hooggeregshof vir die distrik Vrede.

Datum: 3 Augustus 1994.

J. C. Pretorius, p.a. Naudes, Eiser se Prokureurs, Trustfonteingebou, Posbus 153, Bloemfontein. (Verw. mnr. J. C. Pretorius.)

Saak 6439/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **H. Sounes,** Eerste Eksekusieskuldenaar, en **E. Sounes,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 Julie 1994, sal die volgende eiendom by wyse van 'n openbare veiling in eksekusie verkoop word op 9 September 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 652, geleë te en bekend as Elandstraat 20, St Helena, Welkom, gesoneer vir woondoeleindes, groot 1 456 vierkante meter, gehou kragtens Transportakte T3334/89.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, motorhuis en motorafdak.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1994, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 2de dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 11356/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Didymus Hêlen Botes Agenbag,** Eerste Verweerder, en **Hendrina Agenbag,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 19 Julie 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 bieër verkoop word, naamlik:

Deel 7, soos getoon en vollediger beskryf op Deelplan SS11/1988 in die skema bekend as Bordeaux en ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, groot 75 (vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte ST4682/94.

Posadres: Bordeaux No. 7, Soeteliefsingel, Pellissier, Bloemfontein.

Die eiendom bestaan onder ander uit die volgende: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, stort en 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 7 (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 14 (veertien) 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 bereken vanaf datum van die verkoping tot datum van transport, beide datums ingesluit.

Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings 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 Adjunkbalju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantoor van die Balju te Bloemfontein-Wes 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 5de dag van Augustus 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 5373/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. P. Moleko,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 29 Junie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 September 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 7440, geleë te en bekend as De Wetstraat 40, Reitzpark, Welkom, gesoneer vir woondoeleindes, groot 857 (agthonderd sewe-en-vyftig) vierkante meter, gehou kragtens Transportakte T18724/93.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer en motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 4de dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26–28, Welkom.

Saak 6438/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. M. Mabija,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 12 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 September 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 22182, geleë te en bekend as 22182 Thabong, Welkom, gesoneer vir woondoeleindes, groot 343 (driehonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte TL973/90.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 4de dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26–28, Welkom.

Saak 6607/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **J. J. Theron,** Eerste Eksekusieskuldenaar, en **B. Theron,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 19 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 September 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 5367, geleë te en bekend as Holdenstraat 55, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 1 184 (eenduisend eenhonderd vier-en-tagtig) vierkante meter, gehou kragtens Transportakte T12284/88.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 4de dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26–28, Welkom.

Saak 2703/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **mnr. Koos Coetzee,** Verweerder

Ingevolge 'n vonnis gedateer 3 Junie 1994 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 9 September 1994 om 11:00, te die Landdroskantoor, Dewetsdorp:

Sekere Erf 344, geleë in die dorp en distrik Dewetsdorp, en Gedeelte A, van Erf 417, geleë in die dorp en distrik Dewetsdorp, te wete Carrolstraat 43, Dewetsdorp, groot 2 970 m^2 en 240 m^2, gehou kragtens Akte van Transport 23082/1992, Carrolstraat 43, Dewetsdorp.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, gesinskamer, studeerkamer, werkskamer, kombuis, spens, waskamer, twee motorhuise, stoorkamer en bediende toilet.

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 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. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,75% (sestien komma sewe 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 bouverenigingwaarborg.

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 4de dag van Augustus 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.]

Case 5720/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited,** Plaintiff, and **Selwyn Rodger Lloyd,** First Defendant, and **Louise Wendy Lloyd,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrates' Court, granted on 21 July 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrate's Courts Act, 1944, as amended, to the highest bidder on 23 September 1994 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 2347, situated in the City of Welkom (Bedelia), District of Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendants by virtue of Deed of Transfer T10998/1989, known as 92 Oswold Street, Bedelia, Welkom.

Improvements: Residential property with lounge, dining-room, living-room, kitchen, three bedrooms, bathroom, separate toilet, garage, servants' quarters and toilet (none of which are guaranteed):.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amount necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 10th day of August 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN165.)

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

PHIL MINNAAR BK, AFSLAERS

INSOLVENTE BOEDELVEILING VAN KLEIN WEIDINGSPLASIE MET WOONHUIS IN DIE NOORD-TRANSVAAL—DISTRIK POTGIETERSRUS

In opdrag van die Kurator in die insolvente boedel **A. T. Pauley,** Meestersverwysing T1766/94, verkoop ons die ondervermelde eiendom per openbare veiling ter plaatse op Vrydag, 26 Augustus 1994 om 11:00.

Plek van veiling: Die plaas Amatava, distrik Potgietersrus.

Ligging: Vanaf Potgietersrus op die Pietersburg pad vir 3,4 km, draai links op Uitkyk pad en ry 3,7 km, draai regs by pylbord en ry vir 1,4 km tot in plaas.

Beskrywing van eiendom: Resterende Gedeelte van Gedeelte 19 van die plaas Amatava 41, distrik Potgietersrus, Registrasieafdeling KS, Transvaal, groot 30,6080 ha.

Verbeterings:

Hoofwoning: Hierdie klinkersteen woonhuis bestaan uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, groot stoep, lapa met braaigeriewe en rondawel. Tweede gedeelte van woning in aanbou.

Plaas verbeterings: Boorgat met windpomp en dompelpomp, toegeboude stoor en omhein met kampe.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Afslaersnota: Moenie hierdie pragtige weidingsplasie met sy natuurskone uitsig misloop nie.

Besigtiging: Skakel (0154) 6397 vir sleutels.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside. (Tel. 322-8330/1/2.) [Faks: (012) 322-9263.]

CASH CALL AFSLAERS (EDMS.) BPK.

(Reg. No. 63/00271/07)

INSOLVENSIE- EN LIKWIDASIEVEILING VAN VUURWAPENS, KLEREWINKELTOERUSTING, MEUBELS, SKILDERYE, KARAVANE, BOOTROMP EN BAIE MEER (SONDER RESERWE), OP DONDERDAG, 25 AUGUSTUS 1994 OM 10:00, BY ONS PERSEEL TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA

Behoorlik daartoe gelas deur die ondergenoemde Opdraggewers, verkoop ons per openbare veiling onder meer die volgende items:

Vuurwapens: 9mm Star P Pistool, 9mm CZ 75 P Pistool, twee .22 Ruger L Pistole en BSA Lugpistool.

Klerewinkel toerusting: Kasregisters, glas vertoonkaste, poppe, kolligte, toonbanke, hangers en meer.

Meubels: Sitkamerstel, muureenheid, eetkamerstel, slaapkamerstel, tafeltjies, boekrak en meer.

Skilderye: Agt gebrandskilderde werke (Tienie Roets) op Koedoevel - geraam (Grootwild "Groot Vyf"), baie kunstig.

Karavane en bootromp: 5 m Skibootromp met sleepwa, Gypsey B3 - ses bed, Jurgens Superieur 525B - vier bed.

Terme: Streng kontant of bankgewaarborgde tjeks alleen.

BTW: Klerewinkeltoerusting uitgesluit, res ingesluit.

Die Likwidateur van Dalberg (Edms.) Bpk. (I/L), handeldrywende as Dalene's & Helene's Modes - T1715/94.

Die Kurators in die insolvente boedels:

1. **B. P. Botha** - T659/94.
2. **R. Hayes** - T1891/94.
3. **M. G. P.** en **Y. Roets** - T3583/93.
4. **A. F. Eloff** - T451/94.
5. **H. J. Joubert** - T1057/94.

Besigtiging: By ons perseel gedurende kantoorure.

Reg van onttrekking word voorbehou.

PHIL MINNAAR BK, AFSLAERS

BESTORWE BOEDELVEILING VAN NETJIESE TWEESLAAPKAMERWOONSTEL IN PRETORIA—ARCADIA

In opdrag van die Eksekuteur in die bestorwe boedel **M. L. Naude,** Boedelnommer 2596/94, verkoop ons die ondervermelde eiendom per openbare veiling op Maandag, 29 Augustus 1994 om 11:00.

Plek van veiling: Petwindawoonstelle 55, Schoemanstraat 662, Arcadia, Pretoria.

Beskrywing van eiendom: Eenheid 25 van Skema 36 SS Petwinda, bekend as Petwinda 55, Schoemanstraat 662, Arcadia, Pretoria, Registrasieafdeling JR, Transvaal, groot 84 m².

Verbeterings: Hierdie woonstel bestaan uit twee slaapkamers, sit/eetkamer, kombuis, twee badkamers, matte, veiligheidshekke en toesluitmotorhuis.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Weeksdae tussen 07:00 en 16:00. Vra vir John die skoonmaker, hy sal oopsluit.

Navrae: Skakel Martin Pretorius (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside. [Tel. 322-8330/1/2.] [Faks: (012) 322-9263.]

MEYER AFSLAERS BK

(Reg. No. CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE RUIM FAMILIEWONING OP DRIE VLAKKE, PLUS WOONSTEL, SWEMBAD, DIEFALARM, DRIE MOTORHUISE. IN GESOGDE WOONGEBIED CASHAN-UITBREIDING 2, RUSTENBURG

Behoorlik daartoe gelas deur die Voorlopige Kurator in die insolvente boedel **C. J. Peterson,** Meestersverwysing T1810/94, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 114, geleë te Crombeelaan 5, Cashan-uitbreiding 2, Rustenburg, grootte 2 163 vierkante meter.

Verbeterings:

Eerste vlak: Groot balkon met Terracotta teëls, pilare en ligte, ruim ingangsportaal, sitkamer, eetkamer, kombuis, opwas/waskamer, oopplan kroeg/familiekamer, studeerkamer, swembad, drie motorhuise, bediendekamer met badkamer.

Tweede vlak: Drie slaapkamers, matte en ingeboude kaste.

Gang: Badkamer.

Derde vlak: Baie ruim hoofslaapkamer, aantrekkamer, baie kaste, matte en pragtige badkamer.

Woonstel: Aparte ingang met slaapkamer met stort en toilet.

Plek: Op die perseel: Crombeelaan 5, Cashan-uitbreiding 2, Rustenburg.

Datum en tyd: Donderdag, 25 Augustus 1994 om 11:30.

Afslaersnota: Aandag alle professionele persone. Fantastiese uitsig. Eenmaal 'n leeftyd geleentheid.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslaers.

Verdere navrae: Kontak Anna van der Watt, van Meyer Afslaers/Eiendomsagente. [Tel. (012) 323-7821 of (012) 45-4835 (n/u).] [Faks: (012) 324-5119.]

VAN'S AFSLAERS

VEILING—WONING

In opdrag van die Kurator van insolvente boedel **B. W. Olivier** - T1742/94, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op Woensdag, 24 Augustus 1994 om 11:00, te Agtste Laan 880, Wonderboom-Suid, Pretoria.

Beskrywing: Restant van Gedeelte 3 van Erf 1100, Wonderboom-Suid, Pretoria, groot 1 078 m².

Verbeterings: Pypsteelerf. Woonhuis met drie slaapkamers, twee badkamers, eet- en sitkamer, kombuis, kantoor, dubbelmotorhuis, afdakke en swembad.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

ERPO AFSLAERS

INSOLVENTE BOEDELVEILING

Behoorlik gemagtig deur die voorlopige Kurator in die insolvente boedel **G. C. de Wet,** T1282/94, bied ons die onderstaande aan per openbare veiling te Ottosdal, Hummanskraal, op Donderdag, 25 Augustus 1994 om 10:00.

Ligging: Die plaas is 6,9 km vanaf Ottosdal op die Sannieshof-pad geleë. Van die vier-rigting stop in Ottosdal - volg die Delarey-pad vir 1,9 km, draai regs vir 5 km op die Sannieshof-pad, dan is die eiendom aan albei kante van die teerpad. Vanaf Lichtenburg — ry tot by vier-rigting en draai dan regs op Delarey-pad. Vanaf Klerksdorp - ry reguit tot by vier-rigting, gaan dan regoor vier-rigting stop op Delarey-pad. Volg Erpo Afslaers wegwysers op die dag van die veiling.

Aanbieding:

Eiendom: Resterende Gedeelte van Gedeelte 2, Welgegund, 'n gedeelte van die plaas Hummanskraal 346, Registrasieafdeling IO, Transvaal, distrik Lichtenburg, groot 593,0356 ha.

Verbeterings: Drie staalstore wat met stene toegebou is.

Watervoorsiening: Daar is ses boorgate waarvan drie windpompe op het.

Nota: Hierdie plaas is ontwikkel en beplan volgens Landboutegniese dienste.

Vuurwapens: Remminton 12 br. enkelloop, .303 No. 57145, windbuks CS 15941, .22 Whinchester Mod. 69A, .22 Bren Carbine (outomaties) No. 550 en Budhnel 4×38, .22 Short, .38 Luger special en Musgrave 243 met teleskoop.

Terme: 15% (vyftien persent) by toeslaan van bod. Bankwaarborg binne 30 (dertig) dae.

Bekragtiging: Binne 7 (sewe) dae.

Navrae: Erpo Afslaers, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, FOUR-BEDROOMED HOME—KIBLER PARK, JOHANNESBURG

Duly instructed by the Trustee in the insolvent estate **J. W. F. Labotski,** Master's Ref. No. T1533/94, we will sell on Tuesday, 23 August 1994 at 11:00, on site 15 Cobham Avenue, Kibler Park, Stand 657, Kibler Park, Johanesburg:

Four-bedroomed home, main en suite, second bathroom, seperate w.c., formal lounge, dining-room, TV lounge, modern fitted kitchen, single lock-up garage, outside laundry and swimming-pool.

View by appointment only.

Terms: 20% (twenty per centum) 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 Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE EXECUTIVE AUCTION, FOUR-BEDROOMED HOME WITH SPACIOUS OFFICE SPACE, LYDIANA, PRETORIA

Duly instructed by the Trustee in the insolvent estate **A. J. Grant Smith,** Master's Reference No. T2111/94, we will sell Tuesday, 30 August 1994 at 11:00, on site 38 Orpen Avenue, Lydiana:

Four bedrooms main en suite, lounge, dining-room, fitted kitchen, spacious office and double lock up garage.

Must be seen to appreciate. 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 Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, 1½ BEDROOM FLAT, LARGE LIVING-ROOM, SECURE PARKING, SUNNYSIDE

Duly instructed by the Trustee in the insolvent estate **T. L. B. Peens,** Master's Reference No. T4993/93, we will sell Wednesday, 31 August 1994 at 11:00, on site Flat 46, Las Vegas, 140 Mears Street, Sunnyside, Pretoria:

One and a half bedrooms, kitchen, seperate w.c., bathroom and full security.

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 Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **D. P. A. SMUTS,** MASTER'S REFERENCE No. T1933/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Smuts Ware, 15 Maraisburg Road, Industria West, District of Johannesburg, Transvaal, on Wednesday, 24 August 1994, commencing at 10:30, various engineering equipment.

For further particulars contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

DOMESTIC HOMES (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE No. T2063/92

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on site at 38 Bert Lacey Drive, Sunward Park Extension 4, District of Boksburg, Transvaal, on Wednesday, 24 August 1994, commencing at 10:30, a three-bedroomed home.

For further particulars contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **A. A. GEERS,** MASTER'S REFERENCE No. T309/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Portion 18, of the farm Leeuwenkloof 480, District of Pretoria JQ, Transvaal, on Monday, 22 August 1994, commencing at 10:30, smallholding with three-bedroomed residence.

For further particulars contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **Z. VAN HEERDEN,** MASTER'S REFERENCE No. T282/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 201 Blousysie Street, Daleside, District of Randvaal, Transvaal, on Tuesday, 23 August 1994, commencing at 10:30, a three-bedroomed home.

For further particulars contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING, WOONHUIS EN SWEMBAD, PERSIDA—SPRINGS

In opdrag van die Kurator in die insolvente boedel van **B. Soldatos,** Meestersverw. No. T111/94, verkoop ons die ondergemelde eiendom per publieke veiling op die perseel, op Vrydag, 26 Augustus 1994 om 10:00.

Eiendom en beskrywing: Hurwitzlaan 7, Persida, Erf 7, Persida, noordaansig vierslaapkamerwoonhuis met ruim vertrekke, bestaan uit sitkamer, TV-kamer, eetkamer, kombuis, twee badkamers, twee ingangsportale, naaldwerkkamer, netjiese kaste en matte, baie plaveisel, swembad, braai area, twee buitekamers met toilette, storte ens. Afdak vir vier voertuie, alarmstelsel en diefwering, netjiese tuin in die 7 700 m^2 erf.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van die koopprys verseker te word by wyse van waarborge binne 21 dae na datum van bekragtiging.

Losbates: 1980 Toyota Hilux SR LAW, Imbuia eetkamerstel, sitkamerstel asook lessenaar en twee enkelbeddens.

Afslaersnota: Groot ruim huis, veiling word sterk aanbeveel.

Besigtiging: Gedurende normale tye, wag aan diens.

Navrae: Marita Wright of Giel Bezuidenhout, vir Libra Afslaers. [Tel. (011) 674-2336 of 2595.]

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING, RUIM WOONHUIS—TRICHARDT

In opdrag van die Kurator in die insolvente boedel van **M. F. Bezuidenhout,** Meestersverw. No. T1367/94, verkoop ons die ondergenoemde eiendom per openbare veiling op die perseel op Dinsdag, 30 Augustus 1994 om 12:00.

Sekere: Erf 358 van Gedeelte 11, Trichardt, ook bekend as Generaal Louis Bothastraat 5, Trichardt.

Grootte van erf: 1 542 vierkante meter.

Beskrywing: Ruim siersteen huis met onthaal fasiliteite, bestaan verder uit binnehof met voorstoep, ingangsportaal, gang, drie ruim slaapkamers, twee badkamers, sitkamer, eetkamer, familiekamer, Jetmaster kaggel, kombuis met glasblad stoof, opwas gedeelte met dubbel geriewe, dubbelmotorhuis, buitekamer, boorgat met besproeing, plaveisel, ceramic vloere, ingeboude kaste ens. ens.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys verseker te word binne 21 dae na datum van bekragtiging.

Afslaersnota: Hierdie uitstaande kwaliteit afgewerkte woning, kom selde op die mark. 'n Moet vir enige koper!

Navrae: Marita Wright, vir Libra Afslaers, Florida, Roodepoort. [Tel. (011) 674-2336 of 674-2595.]

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van Kurators van insolvente boedels **B. W. Olivier,** T1742/94, **B. Paoloni,** T5152/93, **N. J. Vrey,** T1278/94, **M. P. A. du Toit,** T352/93, **G. J. Oberholzer,** T2736/93, **J. C. F. Meiring,** T3472/93, **S. C. J. du Plessis,** T538/94, **E. N. J. van Vuuren,** T697/93 en **J. J. Stone,** T3301/93, verkoop Van's Afslaers ondervermelde boedelbates per openbare veiling, sonder reserwe:

Donderdag, 25 Augustus 1994 om 10:00, Booysenstraat 521, Gezina, Pretoria.

Beskrywing: Motors, vuurwapens, meubels, rekenaars, tyddeeleenhede, woonwa, trekker ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers. [Tel. (012) 335-2974.]

PHIL MINNAAR BK, AFSLAERS

OPENBARE VEILING VAN DUURSAME VOERTUIE—VELE LOSBATES IN VERSKEIE BOEDELS—VUURWAPENS, TYDDELE, MOTORFIETSE, PIERNEEF SKILDERYE, MOBIELE TANDHEELKUNDIGE EENHEID EN MEUBELS

In opdrag van die Kurators en Eksekuteurs in die ondervermelde boedels, verkoop ons die ondergenoemde voertuie en ander losbates per publieke veiling op Woensdag, 24 Augustus 1994 om 11:00.

Plek van veiling: Ons perseel, Skinnerstraat 405, Sunnyside, Pretoria.

F. P. de Jager, T1462/93, **H. J. du Bruyn,** T2038/93, **Super B Rentals,** in likwidasie, T369/94, **P. M. Potgieter,** T1015/94, **J. J.** en **V. C. Snyman,** T557/94, **Miraminium Shopfitters,** in likwidasie, T2336/94, **S. C. M. Dreijer,** T4893/93, **D. N. du Plessis,** T1536/94, **Margies Plant Hire,** in likwidasie, T627/94, **A. Robinson,** T235/94, **H. J. le Roux,** T766/94, **S. C. Niemann,** T939/94 en **L. Han**.

Voertuie: 1994 BMW 325i, 1994 Ford Mustang GT (linkerhandstuur), 1993 Honda Prelude, 1993 BMW 325i, 1984 VW Kombi, 1955 Chev Zephur en VW Kombi (geen enjin of ratkas nie).

Vuurwapens: .243 Browning, .375 Brno, .303 Lee Metford, .22 Long Auskrut, BSA Mercury Windbuks, .22 Hornet, Dubbelloop haelgeweer (oud) en .38 special rewolwer.

Motorfietse: 1983 Honda VF 750 V4 en Kawasaki 440.

Tyddele: Week 21 van Cabana Beach Hotel, Umhlanga Rocks, Natal, en Week 40 van La Montagne Hotel, Ballito Baai, Natal, ses persone.

Losbates: Televisies, rekenaars, sweismasjien, bandsaag, gholfstokke, wasmasjien, mikrogolf oond, yskas, vyf bakkie kappies, kantoorstoele, sleepwa (oud), antwoordmasjien, seelversameling, breekware, hangkas, drie oorspronklike Pierneef skilderye en mobiele tandheelkundige eenheid.

Terme: Streng kontant.

Besigtiging: Vanaf Maandag, 22 Augustus 1994 (k/u).

Navrae: Skakel Martin Pretorius by (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1/2.] (Faks. 322-9263.)

Reg word voorbehou om enige item by te voeg of weg te laat.

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **J. S. P. Wolfaardt,** sal die ondervermelde eiendom aangebied word op 3 September 1994 om 10:00 (vaste eiendom) en 11:00 (roerende bates) te die eiendom:

Die eiendom bekend as Erf 725, Bethal-uitbreiding 2, beter bekend as Van Riebeeckstraat 5, Bethal.

Verbeterings: Woonhuis geleë in 'n gesogde deel van Behtal naby Bethal dam, bestaande uit drie slaapkamers, dubbel geriewe, TV-kamer, kombuis, sitkamer, studeerkamer, aparte toilet, dubbelmotorhuis met dubbel afdak, bediendekwartiere en 'n toegeruste boorgat. 'n Mooi woonhuis in 'n gesogde area.

Roerende bates: Die totale voorraad van die Saal en Toom Restaurant te Bethal Ontspanningsoord, onder andere: Yskaste, vrieskaste, mikrogolfoond, kaste, verskeie soorte braaiers, restaurant tafels en stoele, musieksentrum, alarmstelsel, eetgerei, lugversorger, teveel om op te noem.

Afslaersnota: Rigtingwysers sal aangebring word op die dag van veiling.

Voorwaardes van koop—Onroerende bates: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Voorwaardes van koop—Roerende bates: Kontant of bankgewaarborgde tjeks op dag van veiling plus BTW.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na ure).

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **F. W. de Kock,** sal die ondervermelde perseel, toerusting en plante aangebied word op 2 September 1994 om 12:00, te die perseel:

Die kwekery en aangrensende erf bekend as Bonnelea insluitende die perseel en plante en voertuie.

Verbeterings:

Eiendomsbeskrywings:

1. Resterende Gedeelte van Gedeelte 2 van die plaas Middelburg Town and Townlands 287, Registrasieafdeling JS, Transvaal, groot 1,2430 hektaar.

2. Gedeelte 40 ('n gedeelte van Gedeelte 2) van die plaas Middelburg Town and Townlands 287, Registrasieafdeling JS, Transvaal, groot 4 461 vierkante meter.

Die kwekery is geleë te Jan van Riebeeckstraat 133, Middelburg, bestaande uit moderne netjiese en duursame klinkersteen gebou en beskik oor 'n vertoon-verkoopsarea, asook 'n teetuin. Buite is terreinontwikkeling gedoen en die geplaveide parkeerruimte voldoen aan munisipale voorskrifte. Nylonskadunet-bloekompaal konstruksie is opgerig waaronder die voorraad uitgestal en verkoop word. Kombuis area en toiletgeriewe is ook aangebring. Die hoofgebou is 443 vierkante meter groot en die stoep 43 vierkante meter.

Struike, bome en verskeie plante en huisplante beskikbaar.

Twee voertuie beskikbaar:

(a) 1981 Mazda bakkie B1600 registrasienommer FST 394 T in redelike toestand.

(b) 1982 Mitsubishi Canter Vragmotor registrasienommer HZJ 874 T in redelike toestand.

Voorwaardes van koop—Onroerende bates: 10% (tien persent) deposito op dag van veiling en die balans per bank- of bouverenigingwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen 15,25% (vyftien komma twee vyf persent) per jaar, BTW sal apart gehef word op die koopsom en is onderhewig aan bekragtiging deur die Kurator binne 14 (veertien) dae na dag van veiling.

Voorwaardes van koop—Roerende bates: Kontant of bank-gewaarborgde tjek op dag van veiling, betaalbaar by die kantore van Van Deventer & Campher, Midmedgebou, Joubertstraat, Middelburg, onderhewig aan bekragtiging deur Kurator binne 14 dae na dag van veiling. BTW sal gehef word op die koopsom.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 (kantoorure) of 2-1179 (na ure).

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Likwidateurs in die boedel van **Bonnelea Kwekery (Edms.) Bpk.,** in likwidasie, sal die ondervermelde eiendom aangebied word op 2 September 1994 om 11:00, te die eiendom:

Eiendom bekend as Gedeelte 5 ('n gedeelte van Gedeelte 1) van die plaas Rondebosch 403 JS, Transvaal, groot 81 hektaar.

Verbeterings: Die pragtige hoofwoonhuis bestaan uit sitkamer, eetkamer, studeerkamer, TV-kamer, spens, moderne kombuis, sewe slaapkamers en drie volledige badkamers. Die hoofgebou is ongeveer 550 vierkante meter groot. Die tweede woonhuis bestaan uit sitkamer, eetkamer, TV-kamer, spens, vier slaapkamers en dubbel geriewe.

Buitegeboue en skure bestaan uit vier motorhuise, voerkamer, waskamer, kantoorkompleks, vier groot kweekhuise, drie groot oop skure, stal en opwas. Arbeiders huise is opgerig.

Watervoorsiening: Twee toegeruste boorgate, een met elektriese dompelpomp en die ander met 'n windpomp.

Landerye: Ongeveer 50 hektaar lande, met 'n moontlike 15 ha vir besproeiing. Vir 15 hektaar is pompregte toegestaan uit die Klein Olgte toegestaan uit die Klein Olifantsrivier. 10 Hektaar bestaan uit aangeplante oulandsgras en die balans is natuurlike weiding.

Afslaersnota: Hierdie is 'n pragtige eiendom, en die woonhuis omring met mooi en gevestigde tuine. Die eiendom is geleë twee kilometer buite Middelburg vanwaar die welbekende Bonnelea Kwekery bedryf was.

Voorwaardes van koop: 10% (tien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Afslaerskommissie en BTW is betaalbaar op dag van veiling aan Jaap van Deventer Afslaers. Rente op die uitstaande balans sal gehef word teen 15,25% (vyftien komma twee vyf persent) per jaar.

Vir meer besonderhede kontak: Hercules Campher (0132) 25203 (kantoorure) of 2-1170 (na ure).
5203 (kantoorure) of 2-1170 (na ure).

VERED AUCTIONEERS

WELKENHOF CC, IN LIQUIDATION, MASTER'S REFERENCE T1547/94

Instructed by the Liquidator in the above matter we will sell by public auction Portion 36 (a portion of Portion 2) of the farm Middelburg JS, Transvaal, measuring approximately 4 059 square metres.

Improvements consist of a single-storey dwelling with three bedrooms, lounge, dining-room, study, kitchen and scullery and normal outbuildings.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the Liquidator.

Terms: 15% (fifteen per centum) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Monday, 22 August 1994 at 12:00, at the property 2 Lang Street, Middelburg.

For further information and to view please phone the auctioneers Vered (011) 646-5432. Fax. (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

PHIL MINNAAR BK, AFSLAERS

BESTORWE BOEDELVEILING VAN HOEWE MET DUBBELVERDIEPING WONING—DISTRIK CULLINAN

In opdrag van die Eksekuteur in die bestorwe boedel **J. P. van Zyl,** Boedel 7295/94, verkoop ons die ondervermelde eiendom per openbare veiling op Woensdag, 31 Augustus 1994 om 11:00.

Plek van veiling: Hoewe 53, distrik Cullinan.

Ligging: Vanaf Pretoria op Witbank snelweg, neem Babsfontein/Cullinan/Rayton afrit en draai links tot by vier-rigting stopstraat. Draai links by Donkerhoek/Valtaki kruising en ry vir ±2 km, draai links in by hoewe. (Sien rigtingwysers).

Beskrywing van eiendom: Gedeelte 53 van die plaas Rietfontein 366, distrik Bronkhorstspruit, Registrasieafdeling JR, Transvaal.

Groot: 11,9914 ha.

Verbeterings:

Hoofwoning: (± 154 m²)-Hierdie dubbelverdieping staan sinkdak woning bestaan uit sit-/eetkamer, kombuis, twee slaapkamers, badkamer, matte, motorafdak, toegeruste boorgat en twee groot store.

Woonstel: (± 49 m²)-Twee slaapkamers met badkamer.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Skakel mev. van Zyl vir afspraak by (01213) 4-4114.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside. (Tel. 322-8330/1/2.) (Faks: (012) 322-9263.)

PHIL MINNAAR BK, AFSLAERS

INSOLVENTE BOEDELVEILING VAN NETJIESE WOONHUIS IN KEMPTON PARK—BONAERO PARK

In opdrag van die Voorlopige Kurator in die insolvente boedel **S. C. van Zyl,** Meestersverwysing T1270/94, verkoop ons die ondervermelde eiendom per publieke veiling op Donderdag, 1 September 1994 om 11:00.

Plek van veiling: Hoek van Bonaeroweg en Bonforsteeg, Bonaero Park, Kempton Park.

Beskrywing van eiendom: Erf 180, bekend as Bonaeroweg 84, Bonaero Park, Kempton Park, Registrasieafdeling IR, Transvaal.

Groot: 796 m².

Verbeterings: Hierdie staan sinkdak woning bestaan uit drie slaapkamers, sitkamer, studeerkamer, kombuis, badkamer, toesluit motorhuis met werkskamer, motorafdak, bediendetoilet, plaveisel, gevestigde tuin en ommuur.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daagliks tussen 08:00 en 17:00.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside. (Tel. 322-8330/1/2.) (Faks. (012) 322-9263.)

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Williston op 9 September 1994 om 10:00 voor die Landdroskantoor te Williston die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van gedeelte 5 (RATEL) van die plaas PLATTEKRAAL Nr 714 in die Afdeling Calvinia

GROOT: 37,8266 Hektaar

(2) Gedeelte 3 (LUIPER) van die plaas ANNEX MATONS FONTEIN Nr 273 in die Afdeling Fraserburg

GROOT: 243,4819 Hektaar

(3) Restant van gedeelte 3 (KLEINBEGIN) van die plaas PLATTEKRAAL Nr 714 in die Afdeling Calvinia

GROOT: 671,9399 Hektaar

(4) Gedeelte 1 van die plaas QUAGGA FONTEIN Nr 185 in die Afdeling Fraserburg

GROOT: 848,9243 Hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T31580/1992

in die naam van **GERT JACOBUS JORDAAN**

Ligging van hierdie eiendomme:—

48 km suidwes van Williston

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Ongediertewerend en veekerend omhein en verdeel in kampe. Riet-Rhenosterrivier.

Eiendomme (2) tot (4): Woonhuis, pakkamer, skuur en afdak, arbeidershuis. Ongediertewerend en veekerend omhein en verdeel in kampe. 7 Boorgate, 4 reservoirs, tenk en suipkrippe. Riet-Rhenosterrivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DBAF 01545 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Augustus 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal BKB Eiendomme (Edms) Bpk, Port Elizabeth op 7 September 1994 om 10:00 voor die Landdroskantoor te GRAHAMSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restand van Gedeelte 1 (ASSEGAI BUSH WEST) van die plaas ASSEGAAI BUSH NR 296 in die Afdeling van Albany

GROOT: 74,4774 hektaar

(2) Gedeelte 5 (gedeelte van Gedeelte 1) van die plaas ASSEGAAI BUSH NR 296 in die Afdeling van Albany

GROOT: 313,0193 hektaar

(3) Gedeelte 6 (gedeelte van Gedeelte 1) van die plaas ASSEGAAI BUSH NR 296 in die Afdeling van Albany

GROOT: 321,3844 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T31689/1990

in die naam van **BASIL STUART SCHEEPERS**

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3) 35 km wes van Grahamstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3):

Woonhuis, dubbelmotorhuis, 4 stoorkamers en melkstal. Veekerend omhein en verdeel in kampe. 9 Gronddamme, Assegaairiver, boorgat en 2 sementopgaartenks.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DEAB 03610 02 G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Augustus 1994.

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.

2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.

3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.

4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

—————oOo—————

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.

2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.

3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.

4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

HERGEBRUIK
RECYCLE

Departement van Omgewingsake
Department of Environment Affairs

Werk mooi daarmee

Ons leef daarvan

water is kosbaar

Use it

Don't abuse it

water is for everybody

INHOUDSOPGAWE

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See List of Fixed Tariff Rates and Conditions on front inner pages

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001. Tel. 323-9731 x 263, 267 of 269

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001. Tel. 323-9731 x 263, 267 or 269