REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Vol. 350 PRETORIA, 26 AUGUSTUS AUGUST 1994 No. 15927

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 nct 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
GOEWERMENTSKENNISGEWINGS 1994

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

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

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

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES 1994

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

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

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

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

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

GEREGTELIKE VERKOPE · SALES IN EXECUTION

TRANSVAAL

Case 9985/94
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 **Janson, Anna Maria,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 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 Section 10, as shown and more fully described on Sectional Plan SS150/92, in the scheme known as Delphi, situated in the Township of Benoni, being 105 Delphi, Howard Avenue, Benoni.

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 65 (sixty-five) 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/dining-room, entrance hall, separate toilet, bedroom and bathroom.

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

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

Dated at Johannesburg this 11th day of 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/J.121.)

Case 15617/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Van Heerden, Willem Schalk Jacobus,** First Execution Debtor, and **Van Heerden, Suzanna Petronella,** 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 22 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 Erf 260, situated in the Township of Glenvista, Registration Division IR, Transvaal, being 46 Danny Street, Glenvista, Johannesburg, measuring 1 277 (one thousand two hundred and seventy-seven) 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, laundry, lounge/dining-room, study, three bedrooms, two bathrooms, two showers, dressing-room with outbuildings with similar construction comprising of two garages, servant's room, toilet and store-room.

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

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

Dated at Johannesburg this 11th day of 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/VA.298.)

Case 15613/94
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 **Chirindza, Nelson Pati,** 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 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 North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section 16, as shown and more fully described on Sectional Plan SS65/1977, in the scheme known as Berea Towers, situated in the Township of Berea, being 51 Berea Towers, corner of Abel and Lily Roads, Berea, Johannesburg.

An undivided share in the common property in the land and building or buildings, as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 107 (one hundred and seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with concrete roof, comprising kitchen, lounge, entrance hall, separate toilet, two bedrooms, bathroom with outbuildings with similar construction comprising of parking bay.

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

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

Dated at Johannesburg this 11th day of 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/C.215.)

Saak 271/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Darkie Isak Mlangeni,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 5 Januarie 1994 toegestaan is, op 27 September 1994 om 11:00, te die betrokke perseel, naamlik in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 3390D, Ekangala, groot 193 (een nege drie) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport 539/90.

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 reserweprys is sal dit op die dag van die veiling bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 11de dag van Augustus 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 2-2911/2.] (Verw. mnr. Venter/svdb/Saambou 29.)

Saak 221/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Victor Solly Mahlobo,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 27 Mei 1994 toegestaan is, op 27 September 1994 om 11:00, te die betrokke perseel, naamlik Erf 3558D, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 3558D, Ekangala, groot 303 (driehonderd-en-drie) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport 454/89.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 11de dag van Augustus 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 2-2911/2.] (Verw. mnr. Venter/svdb/Saambou 12.)

Saak 23243/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Francois Johannes Smith,** Eiser, en **Roeloph Stephanus Delport,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Hofgebou, Morganstraat, Tzaneen, op 30 September 1994 om 10:00, sonder reserwe, en aan die hoogste bieder:

Gedeelte 15 van die plaas Welverwactht 510, Registrasieafdeling LT, Transvaal.

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

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die Koper 'n deposito van 10% (tien persent) van die koopprys, of R1 000 (eenduisend rand), wat ookal die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die koper die Balju binne 21 (een-en-twintig) dae na datum van verkoping, van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien.

2. Die eiendom word voetstoots te koop aangebied en is die verkoping onderhewig aan:

2.1 Die bepalings van die Wet op die Hooggeregshof en die reëls daarvan.

2.2 Die voorwaardes van die titelakte.

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

Geteken te Pietersburg op 11 Augustus 1994.

L. F. de Lange, vir Pratt Luyt & De Lange, Prokureurs vir Eiser, Legnum Park, Markstraat 20, Posbus 152, Pietersburg. (Verw. L. F. de Lange/MP.)

Saak 43248/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Nathaniel & Efthymakis Properties,** Eiser, en **Hartebeestspruit Landgoed BK,** Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof gedateer 28 Januarie 1994, en 'n lasbrief vir eksekusie, sal die hierondervermelde eiendom verkoop word op 9 September 1994 om 11:00, te Landdroskantoor, Cullinan, aan die hoogste bieder:

Gedeelte 29 ('n gedeelte van Gedeelte 17) van die plaas Hartebeestspruit 235, Registrasieafdeling JR, Transvaal, geleë te Gedeelte 27, Hartebeestspruit, groot 17,1306 (sewentien komma een drie nul ses) hektaar gehou kragtens Akte van Transport T25435/1953.

Verbeterings: Baksteengeboue onder sinkdak bestaande uit drie vertrekke, sinkhut en afdak, sink en ogiesdraad voëlhok 8 m × 3 m, eiendom omheid, steen en staalskuur 40 m × 30 m, sink watertenk op staalraamwerk.

Voorwaardes van verkoping:

1. Die koper moet 10% (tien persent) van die koopprys betaal op die dag van die verkoping en moet die balans tesame met rente binne veertien (14) dae betaal of waarborg deur 'n goedgekeurde bank- of bougenootskapwaarborg.

2. Die koper is verantwoordelik vir alle kostes en uitgawes om oordrag te bewerkstellig tesame met die Balju se fooie.

3. Die koper is verantwoordelik vir alle uitstaande munisipale belastings en heffings.

4. Die volledige verkoopvoorwaardes is ter insae by die kantoor van die Balju van die Landdroshof.

Geteken te Pretoria op hierdie 15de dag van Augustus 1994.

Hammerschlag Gishen Stoloff De Swardt Ing., p.a. Solomon Nicolson Rein & Verster Ing., Eiser se Prokureurs, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Posbus 645, Pretoria, Docex 11, Pretoria. [Tel. (012) 325-2461.] (Faks. 328-3137.) (Verw. mev. Van Niekerk/ks/W300.)

Case 13609/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Limited,** Plaintiff, and **Marness Swart,** Defendant

A sale in execution of the undermentioned property is to be held at the N. G. Sinodale Centre, 234 Visagie Street, Pretoria, on 20 September 1994 at 14:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria, and will also be read out Margaretha Street, Pretoria, and will also be read out prior to the sale.

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

Property: Section 18 as shown and more fully described on Sectional Plan SS304/94 in the scheme known as Glentui, in respect of the land and building or buildings situated at Arcadia Township, in the local management area of the City Council of Pretoria, measuring 107 square metres, an undivided share in the common property in the sectional scheme, apportioned in accordance with the participation quota, held under Deed of Transfer ST61039/93, known as Flat 32, Glentui, 732 Arcadia Street, Arcadia, Pretoria.

Improvements: Lounge, two bedrooms, bathroom, toilet and kitchen.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/HA2553.)

Case 21957/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Majoni John Sithole,** Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's office, Ekangala, on Friday, 30 September 1994 at 10:00:

Full conditions of sale can be inspected at the Magistrate's office, Ekangala.

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

Property: Erf 4779, situated in the Township Ekangala B, in the District of Mkobola, known as 4779 Ekangala B, Ekangala B.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr Frances/LVDM/HA 2365.)

Saak 290/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **A. J. Hadebe,** 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 16 September 1994 om 10:00, per publieke veiling deur die Balju, Belfast, verkoop word:

Erf 991, Siyathuthuka, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Siyathuthuka, gehou kragtens Grondbrief TL71598/88.

Grootte: 252 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Woonhuis.

Die wesenlike 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 Belfast hierdie 8ste dag van Augustus 1994.

V. W. Weimar, vir Bezuidenhout Van Zyl Ing., p.a. Victor D. Weimar & Seuns, Vermootenstraat, Belfast. [Tel. (01325) 31155.]

Saak 754/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **SA Housing Trust Ltd,** Eiser, en **M. L. Mkwananzi,** Eerste Verweerder, en **R. G. Mkhwanazi,** Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 16 September 1994 om 10:00, per publieke veiling deur die Balju, Belfast, verkoop word:

Erf 963, Siyathuthuka, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Siyathuthuka, gehou kragtens Grondbrief TL56669/87, grootte 325 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Steenhuis met teëldak bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die wesenlike 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 ter insae.

Gedateer te Belfast hierdie 5de dag van Augustus 1994.

V. W. Weimar, vir Bezuidenhout Van Zyl Ing., p.a. Victor D. Weimar & Seuns, Vermootenstraat, Belfast. (Tel. (01325) 3-1155.)

Saak 2460/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **J. Vilakazi,** Eerste Verweerder, en **P. B. Vilakazi,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 25 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 geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 7624, Uitbreiding 11, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 228 (twee twee agt) vierkante meter.

Geteken te Secunda op hede hierdie 2de dag van Augustus 1994.

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

Saak 2457/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **O. J. Vilakazi,** Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 25 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 geïnspekteer mag word by voormelde, Balju voor die verkoping.

Erf 4234, Uitbreiding 5, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, badkamer en sitkamer, groot 254 (twee vyf vier) vierkante meter.

Geteken te Secunda op hede hierdie 2de dag van Augustus 1994.

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

Saak 31/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **K. E. Ndhlovu,** Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 27 Junie 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 15 September 1994 om 10:00, te die perseel Erf 2154, Embalenhle, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 2154, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, toilet, badkamer en sitkamer, groot 879 (agt sewe nege) vierkante meter.

Geteken te Secunda op hede hierdie 2de dag van Augustus 1994.

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

Saak 31/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **K. E. Ndhlovu,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 27 Junie 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 15 September 1994 om 10:00, te die Perseel Erf 2763, Uitbreiding 4, Embalenhle, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 2763, Uitbreiding 4, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Adres: Erf 2763, Uitbreiding 4, Embalenhle.

Beskrywing van eiendom: Vier slaapkamers, kombuis, eetkamer, motorhuis, twee badkamers, sitkamer en drie toilette, groot 375 (drie sewe vyf) vierkante meter.

Geteken te Secunda op hede hierdie 2de dag van Augustus 1994.

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

Saak 31/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **K. E. Ndhlovu,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 27 Junie 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 15 September 1994 om 10:00, te die perseel, Erf 2153, Embalenhle, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 2153, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal, adres Erf 2153, Embalenhle.

Beskrywing van eiendom:

Groot: 3 894 (drie agt nege vier) vierkante meter.

Geteken te Secunda op hede hierdie 2de dag van Augustus 1994.

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

Case 13469/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Johannes Mahlangu,** First Defendant, and **Molebatsi Sina Mahlangu,** Second Defendant

Notice is hereby given that on 16 September 1994 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 16 June 1994, namely:

Certain: Right of leasehold in respect of Erf 786, Tsakane, Registration Division IR, Transvaal, situated at 786 Fuma Street, Tsakane, Brakpan.

The following improvements (which are not warranted to be correct) exist on the property:

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref/Mrs L. Pinheiro/H01442.)

Case 13463/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kgashane Johannes Makhumisane,** Defendant

Notice is hereby given that on 16 September 1994 at 11:00, the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 16 June 1994, namely:

Certain: Right of leasehold in respect of 18862 Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18862 Tsakane Extension 8, Brakpan.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissoner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01438.)

Saak 550/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **NBS Bank Beperk,** Eiser, en **A. D. Kunneke,** en **J. D. Kunneke,** Verweerders

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in die Landdroshof vir die distrik Heidelberg, Transvaal, en 'n lasbrief vir eksekusie tot geregtelike verkoping uitgereik, sal die ondervermelde eiendom op 2 September 1994 om 09:00, by die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder geregtelik verkoop word.

Erf 1334, Rensburg, Registrasieafdeling IR, Transvaal, ook bekend as Zuidstraat 139, Rensburg, Heidelberg, Transvaal, geregistreer kragtens Titelakte T23483/92.

Verbeteringe (geen waarborg word egter ten opsigte hiervan gegee nie).

1. Die eiendom word met voorbehoud aan die hoogste bieder verkoop en die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daarvolgens uitgevaardig.

2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant teen ondertekening van die voorwaardes van verkoping betaal, en die balans van die koopprys tesame met rente teen heersende bouvereniging rentekoerse, vanaf datum van verkoping tot datum van registrasie van transport, sal betaal of verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg, ten gunste van die Vonnisskuldeiser en/of sy genomineerde en ingehandig te word binne veertien (14) dae na datum van die verkoping.

3. Registrasie van transport sal bewerkstellig word deur die Vonnisskuldeiser se prokureurs en die koper sal op aanvraag alle bedrae betaal om transport te neem, insluitende hereregte, belasting, agterstallige belastings (indien enige) rente, verkoopskommissie en enige ander bedrag benodig ten einde registrasie te bewerkstellig.

4. Al die verkoopvoorwaardes is by die kantore van die Balju, Heidelberg, ter insae beskikbaar en persone wat belangstel, word versoek om met die Vonnisskuldeiser, wie bereid mag wees om 'n lening aan 'n goedgekeurde koper toe te staan in verbinding te tree.

Gedateer te Heidelberg, Transvaal, op hede die 29ste dag van Julie 1994.

Liebenberg & Malan Ing., Ueckermannstraat 20, Posbus 136, Heidelberg, Transvaal. [Tel. (0151) 4-164.] (Docex. 2) (Verw. mev. M. Minny.)

Saak 166/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Standard Bank van SA Beperk,** Eiser, en **Mocke, Solomina Salome,** Tweede Verweerder, en **Mocke, Almero Alfeus,** Derde Verweerder

Ter uitwinning van 'n vonnis in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die hoofingang van die Landdroskantoor, Barberton, op Vrydag, 9 September 1994 om 09:30, van die ondervermelde onverbeterde eiendom van die Tweede en Derde Verweerders op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die Baljukantore, Unitedgebou, Barberton, voor die verkoping ter insae sal lê, synde:

Erf 171, Hectorspruit-uitbreiding 1, Registrasieafdeling JU, Transvaal, groot 1 943 (een nege vier drie) vierkante meter, gehou kragtens Akte van Transport T23521/1991.

Verkoopvoorwaardes:

1. 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- en/of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Afslaersgelde betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag va R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand) met 'n minimum fooi van R200 (tweehonderd rand).

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

A. B. Louw, vir J. B. Hugo & Cronje Ing., Tweede Verdieping, Alliedhuis, hoek van Human- en Markstraat, Krugersdorp. [Tel. (011) 660-7361.] (Verw. mnr. Louw/ab 10601/52175.)

Case 602/94

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

In the matter between **The City Council of Boksburg,** Plaintiff, and **Cleopatra Kouklinos,** Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution dated 9 March 1994, the undermentioned property will be sold in execution by the Sheriff, Magistrate's Court, Benoni, on Wednesday, 14 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 4914, Northmead Extension 9, Township, measuring 1 029 (one thousand and twenty-nine) square metres, held under Deed of Transfer T50619/1993.

Improvements on the property can not be guaranteed.

The conditions of sale which shall be read immediately prior to the sale, shall lie for inspection at the offices of the Sheriff, Magistrate's Court, 12 Liverpool Park, Liverpool Road, Benoni South, Benoni.

The most important conditions therein contained are the following:

(a) The property shall be sold for cash to the highest bidder without reserve and subject to the rights of the bondholders as set out in the conditions of sale.

(b) The sale will be subject to payment of 10% (ten per centum) of the purchase price on the date of sale as well as payment of the commission due to the Sheriff. A bank or building society guarantee securing payment of the balance must be furnished within 14 (fourteen) days of date of the sale.

Dated at Benoni on this the 10th day of August 1994.

Schalk Britz, for Schalk Britz, Attorneys, 10 West Street, Benoni. (Ref. Mr Britz/cs/AM4200.)

Case 87286/92
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Katalin Erzsebet Jola'n Somjein,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johanneburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 22 March 1994, will be sold in execution on Friday, 23 September 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street-entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 2337, in the Township of Glenvista Extension 4, Registration Division IR, Transvaal, in extent 878 (eight hundred and seventy-eight) square metres, situated at 70 Downington Street, Glenvista Extension 4, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: single storey dwelling, detached, built of bricks and painted plaster, under pitched tiled roof. Floors: Fitted carpets and tiles, comprising lounge, dining-room, entrance hall, kitchen, two bedrooms, bathroom, shower and w.c. Outbuildings: w.c.

Improvements: Boundary brick walls, fencing, paving and patio.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 8th 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/MN6322.)

Case 55268/91
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Festus Coetzee Redelinghuys,** First Judgment Debtor, and **Edward Redelinghuys,** Second Judgment Debtor, and **Lucia Elizabeth Redelinghuys,** Third Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District Johannesburg, and writ of execution the property listed hereunder which was attached on 2 February 1994, will be sold in execution on Friday, 23 September 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street-entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 610, in the Township of Kibler Park, Registration Division IQ, Transvaal, in extent 1 111 (one thousand one hundred and eleven) square metres, situated at 16 Milner Drive, Kibler Park, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-story dwelling, detached, built of klinker bricks under tiled roof. Floors: Fitted carpets and novilon tiles, comprising lounge, bar, dining-room, kitchen, three bedrooms, jacuzzi, bathrooms, shower and two w.c.'s. Outbuildings: Garage, carport, and w.c. Similar construction to main building. Improvements: Boundary brick and concrete walls, swimming-pool, patio and braai area.

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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 8th 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/MN6005.)

Case 79824/92
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Mario Fernando da Silva,** First Judgment Debtor, and **Maria Teresa da Silva,** Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 7 April 1994, will be sold in execution on Friday, 23 September 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street-entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 1068, in the Township of Winchester Hills Extension 3, Registration Division IR, Transvaal, in extent 1 003 (one thousand and three) square metres, situated at 130 Vleiroos Street, Winchester Hills Extension 3, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-story dwelling, detached, built of gem face bricks under pitched tiled roof. Floors: Fitted carpets and tiles, comprising combined lounge and dining-room, kitchen, three bedrooms, dress section, two bathrooms, shower and two w.c.'s. Outbuildings: Garage. Improvements: Boundary concrete walling and paving.

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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 8th 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/MN6293.)

Case 128886/92
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Kreasen Pillay,** First Judgment Debtor, and **Anusara Kasavaloo Pillay,** Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District Johannesburg, and writ of execution the property listed hereunder which was attached on 29 December 1993, will be sold in execution on Friday, 23 September 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street-entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Portion 96 of Erf 724, in the Township of Kew, Registration Division IR, Transvaal, in extent 1 600 (one thousand six hundred) square metres, situated at 258 Corlett Drive, Kew, Johannesburg.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence: Single-story dwelling, detached, built of bricks and painted plaster, under tiled roof. Floors: Fitted carpets and ceramic and novilon tiles, comprising lounge, dining-room, entrance hall, kitchen, three bedrooms, dressing-room, two bathrooms, shower and two w.c.'s. Outbuildings: Two garages, two carports, servants' quarters, w.c. and laundry. Improvements: Boundary concrete walls.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for the Magistrate's Court, Johannesburg East, 131 Marshall Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6139.)

Case 16238/92
PH 157

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Clement Sipho Nomnga,** First Judgment Debtor, and **Bisiwe Beatrice Mncube,** Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg and writ of execution the property listed hereunder which was attached on 11 February 1994, will be sold in execution on Friday, 23 September 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street-entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in the leasehold in Erf 6772, formerly known as Erf 64, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 272 (two hundred and seventy-two) square metres, situated at 6772, formerly known as 64, Emdeni Extension 2, Soweto.

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

Residence single storey, built of bricks and painted plaster under 17 degree pitched tiled roof with underlay. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, two bedrooms, bathroom and two w.c.'s. *Outbuildings:* None.

Improvements: Boundary fencing and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg-West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6175.)

Case 13201/94
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 **Torres, Jose Luis Carvalho,** 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 20 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 695, situated in the Township of Brackenhurst Extension 1, Registration Division IR, Transvaal, being 42 Chrissie Street, Brackenhurst Extension 1, Alberton, measuring 1 487 (one thousand four hundred and eighty-seven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, family room, study, TV-room, bar, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, carport, sevant's room, toilet and swimming-pool.

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T178.)

Case 914/94
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 **Ndimande, Khaya Sydney,** 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 20 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 all right, title and interest in and to the leasehold in respect of Erf 452, situated in the Township of Spruitview Extension 1, Registration Division IR, Transvaal, being 452 Mkwanazi Street, Spruitview Extension 1, Alberton, measuring 551 (five hundred and fifty-one) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising a garage and 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 on this the 26th day of July 1994.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/N227/fp.)

Case 668/94

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

In the matter between **Nedbank,** Plaintiff, and **Jansen, J. E.,** Defendant

Pursuant to a judgment granted by the above Honourable Court dated 5 April 1994, and a warrant of execution, the undermentioned property will be sold on 9 September 1994 at 09:00, at the Magistrate's Court, Church Street, Nigel, to the highest bidder:

Certain Erf 779, Dunnottar Township, Registration Division IR, Transvaal, known as 25 Malcolm Road, Dunnottar, measuring 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer T5113/1977.

Improvements: Brick building under corrugated iron roof consisting of kitchen, dining-room, lounge, three bedrooms, bathroom with toilet, built-in cupboards, wall-to-wall carpets, concrete fencing, garage and carport, swimming-pool and outside 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 Courts fees.

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

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

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

Ian M. Stoloff, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street; P.O. Box 184, Springs. [Tel. (011) 812-2400.] (Ref. Mr Stoloff/NB/J16.)

Case 19906/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom,** Plaintiff, and **Sishi, Simon,** Defendant

1. The undermentioned property will be sold on 13 September 1994 at 10:00, at the Sheriff's Office, Eaton Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, in execution of a judgment obtained in the above matter on 7 October 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 2200, previously Erf 1819, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 364 (three hundred and sixty-four) square metres, held by Certificate of Registered Grant of Leasehold TL45215/1988, situated at 1819 Siluma View, Katlehong, Transvaal.

2. The improvements to the property consist of the following although nothing is guaranteed: A stoop, passage, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

3. *Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum charge of R6 000 with a minimum charge of R200.

4. The conditions of sale may be inspected at the office of the Sheriff, Eaton Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, during normal office hours.

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

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Dennett 301/E44/94.)

Case 12702/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Joseph Mawala Mathenjwa,** First Defendant, and **Ntombizini Jabulisile Mathenjwa,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Highveld Ridge, on Wednesday, 14 September 1994 at 11:00, at the Sheriff's Office, First Floor, Lastinda Building, Lisbon Street, Evander, 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:

All right, title and interest in the leasehold in respect of Erf 2516, Embalenhle Township, Registration Division IS, Transvaal, measuring 313 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL44419/89 known as 2516 Embalenhle Extension 7.

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

A dwelling consisting of lounge, kitchen, three bedrooms and bathroom.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, First Floor, Lastinda Building, Lisbon Street, Evander.

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

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/57948.)

Saak 11955/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Ramasunga, Mavu Aubrey,** Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 9 September 1994 om 10:00, by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2476, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

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

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

Bestaande uit die volgende: Sit-/eetkamer, kombuis, badkamer en twee slaapkamers.

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

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

C. W. S. S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Posbus 5315, Johannesburg, 2000. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTR 002.)

Saak 25042/93
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **McDougall, Johannes,** Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 9 September 1994 om 10:00, by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2447, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

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

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

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

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

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

C. W. S. S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Posbus 5315, Johannesburg, 2000. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTM 015.)

Saak 24585/93
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Kumalo, David,** Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 9 September 1994 om 10:00, by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2322, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 240 (tweehonderd-en-veertig) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

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

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

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

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

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

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

Saak 2357/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Henry Bongani Kubheka,** boedel wyle **Ncane Emily Kubheka,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 26 Augustus 1994 om 10:00:

Erf 1644, Lakeside-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 216 vierkante meter, gehou kragtens Akte van Transport TL52556/1990, bekend as Lakeside 1644, Evaton.

Verbeterings: 'n Tweeslaapkamer sinkdakwoning met geen motorhuis en draad omheining.

Terme: 10% (tien persent) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 19% (negentien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

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

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

J. A. M. Prinsloo, vir Rossouw & Prinsloo, Tweede Verdieping, NBS-gebou, Merrimanlaan, Vereeniging. (Verw. mnr. S. Meise/js.)

Case 8865/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Falitenjwa Delport Nogwebela,** First Defendant, and **Florence Nomavela Nogwebela,** Second Defendant

Notice is hereby given that on 13 September 1994 at 10:00, the undermentioned property wil be sold by public auction at the Sheriff's Offices, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, pursuant to a judgment in this matter granted by the above Honourable Court, on 20 June 1994, namely:

Certain right of leasehold in respect of Erf 130, A P Khumalo, Registration Division IR, Transvaal, situated at 130 Khumalo Valley, Katlehong, Alberton.

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

The full conditions of sale may be inspected at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01352.)

Saak 6899/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Komi Samuel Maringa,** Eerste Verweerder, en **Dikeledi Florina Maringa,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 27 Junie 1994, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Wonderboom, op Vrydag, 16 September 1994 om 11:00, te die kantoor van die Balju, Pretoria-Noord, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër verkoop:

1. Erf 1800, geleë in die dorp Soshanguve GG, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T35480/92, groot 854 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 sit/eetkamer, twee slaapkamers, kombuis en badkamer.

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 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 maan 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 te Pretoria-Noord.

Geteken te Pretoria op hierdie 28ste dag van Julie 1994.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Hurter NG 106597.)

Case 11116/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jabulani Milton Jaques Khomo,** First Defendant, and **Veronica Catherine Khomi,** Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 14 August 1990, the undermentioned property will be sold in execution on Friday, 16 September 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord) to the highest bidder:

The right, title and interest in the leasehold in respect of Erf 19116, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 626 square metres, held by the Defendants under Deed of Transfer TL60697/89, also known as Stand 19116, Block V, Mamelodi.

At the time of the preparation of this notice, there were no improvements on the property.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, (north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 26th 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 X315.)

Saak 2087/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Hamburg Beheerliggaam,** Eiser, en **Christelle le Roux,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Hamburgwoonstelle 13, Exchangweg 22, Mindalore, op 14 September 1994 om 12:00, van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantore van Westvaal Afslaers, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Krugersdorp, voor die verkoping ter insae sal lê:

Erf: Hamburgwoonstelle 13, Exchangeweg 22, Mindalore, Krugersdorp, groot 60 (sestig) vierkante meter.

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

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

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 met 'n bank of bougenootskap of ander aanneembare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word. Indien 'n afslaer in diens geneem is soos in Reël 43 (9) bepaal, 2½% (twee en 'n half persent) van die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000 en daarna 1½% (een en 'n half persent) tot 'n maksimum van R3 000 met 'n minimum van R200.

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

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. Van der Merwe/cb/B12326/ZL0149.)

Saak 11149/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Mawela Thomas Mulayo** (Identiteitsnommer 5311195538083), Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 16 September 1994 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju, Wonderboom se Kantore, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, aan die hoogste bieder:

Erf 390, Soshanguve M, Registrasieafdeling JR, Transvaal, groot 450 vierkante meter, gehou kragtens Akte van Transport T50582/1992.

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

Straatadres: Standplaas 390, Soshanguve M.

Verbeterings: Woonhuis met teëldak, sitkamer/eetkamer, kombuis, twee slaapkamers, badkamer met toilet en draadomheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

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

Gedateer te Pretoria hierdie 12de dag van Augustus 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. Van Rensburg/Z9505/94/BVDM.)

Case 10834/94
PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **N.B.S. Bank Limited,** Plaintiff, and **Chilimigras, John Arthur,** First Defendant, and **Chilimigras, Dorothea,** Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Friday, 16 September 1994 at 10:00, at Ground Floor, Momentum / Fluor House, 100 Grayston Drive, Sandown, to the highest bidder:

Erf 408, Sunninghill Extension 2 Township, Registration Division IR, Transvaal, measuring 1 504 square metres, held by Deed of Transfer T11040/1992.

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

Main building: Split-level, concrete walling, gill roof, lounge and dining-room, family room, kitchen, passage, two bedrooms, two bathrooms, shower and three w.c.s'.

Additional features: Servant's quarters, double garage, swimming-pool and wooden windows.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.

2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's offices, Sandton.

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

4. The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 11th day of August 1994.

Hertzberg-Margolis (Sandton), Nineth Floor, Twin Towers West, Sandton City, 2199; P.O. Box 784740, Sandton, 2146; c/o Hertzberg-Magolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. W. Fullard.)

Saak 1893/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **Antoinio Lodovigo Raffaele Raffa,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 13 Julie 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 14 September 1994 om 12:00, aan die hoogste bieder, naamlik:

Erf 1713, Evander-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 2 352 (tweeduisend driehonderd twee-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T766/88, beter bekend as Bergenweg 7, Evander.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 11de dag van Augustus 1994.

Els, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Saak 11451/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Desmond Stoffels,** Eerste Verweerder, en **Charmaine Susan Stoffels,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp en lasbrief vir eksekusie teen goed met datum 13 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:

Erf 678, geleë in die dorp Alabama, Registrasieafdeling IP, Transvaal, groot 397 vierkante meter, ook bekend as Opkomsstraat 28, Alabama, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

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

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping-woning bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer 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, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 11de dag van September 1994.

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

Saak 672/92

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **Mosala Salthiel Kwedi,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie gedateer 24 Februarie 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju, by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieër op 29 September 1994 om 10:00:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 479, Tsepo-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 253 (tweehonderd drie-en-vyftig) vierkante meter, bekend as 479 Tsepo, afdeling Tembisa.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe 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 verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis: Twee slaapkamers, eetkamer, kombuis en toilet.

Buitegeboue: Buitekamer en motorhuis.

Ander: Alles onder 'n sinkdak.

Terme: Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19,75% (negentien komma sewe vyf persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centrallaan 20, Privaatsak 53, Kempton Park, 1620. (Verw. mnr. McKenzie/zk/DB/U452.)

Saak 3159/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Trouser Shirt CC,** Eksekusieskuldeiser, en **mev. J. S. E. Campbell,** handeldrywende as Subell Handelaars, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Brits, en lasbrief vir eksekusie, gedateer 21 April 1994, word die ondergemelde eiendom op Vrydag, 16 September 1994 om 09:00, te die Landdroskantore, Van Veldenstraat, Brits, deur die Balju, Landdroshof, Brits, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 31 van 1944, aan die hoogste bieder geregtelik verkoop:

Gedeelte 193 ('n gedeelte van Gedeelte 36) van die plaas Elandskraal 469 JQ, Transvaal, gehou kragtens Akte van Transport T79390/91.

Voorwaardes van verkoop: Sal by die kantore van die Balju, Brits, ter insae lê vir 'n tydperk van 2 weke voor datum van geregtelike verkoping.

Geteken te Brits op hede die 8ste dag van Augustus 1994.

F. D. Cahill, vir Smuts Pretorius & Cahill, Van Veldenstraat 37, Brits. [Tel. (01211) 2-4338/9.] (Verw. mev. Weitsz/T.T 38.)

Saak 40429/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Schmahl Ronel,** ID. 6907170209084, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 16 September 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (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:

Deel 21, soos getoon en meer volledig beskyf op Deelplan SS234/84 in die gebou of geboue bekend as Cojalo, geleë te Erf 678, Pretoria-Noord-dorp, Registrasieafdeling JR, plaaslike owerheid Pretoria, waarvan die vloeroppervlakte, volgens die genoemde deelplan 50 (vyftig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos aangetoon en meer volledig beskyf op die genoemde deelplan, toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota van die genoemde deel.

Gehou onder Sertifikaat van Geregistreerde Deeltitel ST234/84 (21) unit, onderworpe aan die voorwaardes van titel.

Hierdie eiendom is geleë te Cojalowoonstelle 21, Burgerstraat 304, Pretoria-Noord.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, een-en-'n-halwe slaapkamer en badkamer. Konstruksie: Baksteen onder ysler, komposisie bord, matte en warm water sisteem.

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 8ste dag van Augustus 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1497.)

Case 13470/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Butinyana Bogard Khunou,** First Defendant, and **Maria Thuli Khunou,** Second Defendant

Notice is hereby given that on 16 September 1994 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 20 June 1994, namely:

Certain: Right of leasehold in respect of Erf 9088, kwaThema, Registration Division IR, Transvaal, situated at 9088 Pule Street, kwaThema.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen, lounge and outbuildings comprised of garage.

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs.

Dated at Boksburg on this the 4th day of August 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01441.)

Case 14336/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jabulane Piet Ngwenya,** First Defendant, and **Ragel Ngwenya,** Second Defendant

Notice is hereby given that on 16 September 1994 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 22 June 1994, namely:

Certain: Right of leasehold in respect of Erf 18776, Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18776 Tsakane Extension 8, Brakpan.

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

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

Dated at Boksburg on this the 4th day of August 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01484.)

Case 6615/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Jimmy Nathan Mahamba,** First Defendant, and **Dorcas Tlna Mahamba,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 10 September 1993, the property listed hereunder will be sold in execution on Wednesday, 21 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 11014, Daveyton Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, known as Stand 11014, Daveyton Township, Benoni.

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

Main building: Residence comprising two bedrooms, kitchen, lounge and bathroom. *Fencing:* Wire. *Zoned:* Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2. above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the 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 16% (sixteen per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.

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

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

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

Dated at Benoni on this the 5th day of August 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.)

Case 8085/94
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 **Khanyile, Buti Emmanuel,** 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 in front of the Magistrate's Court, Pollock Street, Randfontein, on 16 September 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 5431, situate in the Township of Mohlakeng Extension 3, Registration Division IQ, Transvaal, being 5431 Mohlakeng Extension 3, Randfontein, measuring 263 (two hundred and sixty-three) square metres.

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

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

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

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

Dated at Johannesburg this 3rd day of August 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K202.)

Case 7060/94
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 **Ridge, Christopher,** First Execution Debtor, and **Ridge, Katherine Margaretha,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 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 850, situate in the Township of Bloubosrand Extension 2, Registration Division IQ, Transvaal, being 1 Conc Place, Bloubosrand Extension 2, Randburg, measuring 929 (nine hundred and twenty-nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, separate toilet, four bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, two carports and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.200.)

Saak 11127/94

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

In die saak tussen **Transnet Beperk,** Eiser, en **Mathiebela, Matome Jan,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Parkstraat 8, Kempton Park, op 29 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 Kempton Park, voor die verkoping ter insae sal lê:

Sekere: Erf 4039, Tembisa-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 215 (twee een vyf) vierkante meter.

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

Woonhuis bestaande uit eetkamer, twee slaapkamers, badkamer, toilet en kombuis. Buitegeboue bestaan uit: 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 (twintig duisend 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 1ste dag van Augustus 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z14988.)

Case 16953/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hendrick Mabu Molokomme,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 29 September 1992 the undermentioned property will be sold in execution on Friday, 16 September 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord) to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 16001, Mamelodi, Registration Division JR, Transvaal, measuring 258 square metres, held by the Defendant under Deed of Transfer TL9950/92, also known as 16001 Mamelodi East, Mamelodi.

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

A house comprising two bedrooms, kitchen, lounge, store-room and outside toilet and wire fencing.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 2nd day of August 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 X154.)

Case 15590/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Molwatse Glodwin Kgomo,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 16 September 1993, the undermentioned property will be sold in execution on Friday, 16 September 1994 at 11:00, at the offices of the Sheriff Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord) to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 15025, Mamelodi Township, Registration Division JR, Transvaal, measuring 283 square metres, held by the Defendant under Deed of Transfer TL62589/90, also known as 15025 Mamelodi Township, Mamelodi.

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

A house comprising two bedrooms, kitchen, lounge and garage.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 1st day of August 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 X47.)

Saak 1722/94

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

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

Kragtens 'n uitspraak in die Hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 20 Mei 1994 sal die onderstaande eiendom op 16 September 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad) geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 1870, geleë in die dorpsgebied Sinoville Extension 4, Registrasieafdeling JR, Transvaal, bekend as Digbyweg 409, Sinoville Extension 4, gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, motorhuis, bediendekamer en toilet, swembad en teëldak.

Verbandhouer(s): NBS Bank, Pretoriusstraat 101, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 3de dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0341.)

Case 3800/92

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

In the matter between **NBS Bank Ltd,** formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Kim Investment & Agency C.C.,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 30 July 1992 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 Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of 983 Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 983 Vosloorus Extension 2, Boksburg, measuring 330 (three hundred and thirty) square metres.

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

Building built of brick and plaster comprising lounge, kitchen, two bedrooms and bathroom.

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/NG0874.)

Case 11732/94
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 **Strydom Josias Johannes,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 16 September 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Holding 42, situated in the Township of Bootha Agricultural Holdings, Registration Division IQ, Transvaal, being Plot 42 Corner Elizabeth and Road 3, Bootha Agricultural Holdings, Randfontein.

Measuring: 1,5135 (one comma five one three five) hectares.

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

A vacant stand.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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/fp/S556.)

Case 10843/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Matthys Pieters,** First Defendant, and **Lesley Pieters,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 10 December 1992, the property listed hereunder will be sold in execution on Friday, 16 September 1994 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 1056, Leachville Extension 1 Township, Registration Division IR, Transvaal, measuring 630 (six hundred and thirty) square metres, known as 9 Kaoko Avenue, Leachville Extension 1, Brakpan.

The property is zoned Residential in terms of the relevant Town-planning Scheme.

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

Main building: Single-storey dwelling, brick and plaster, lounge and dining-room combined, kitchen, two bedrooms, bathroom, tiled roof and pre-cast fencing.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, Brakpan.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less then R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma twenty-five per centum) per annum on the preference creditors' claim as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 3rd day of August 199.

Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 442-1963/4.) (Ref. N. S. Jury/N116.)

Case 10282/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly trading as Natal Building Society Limited, and **John Gregory Bond,** First Defendant, and **Diane Bond,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 4 October 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 16 September 1994 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1137, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated on 91 Augrabies Avenue, Leachville, in the Township of Leachville, District of Brakpan, measuring 660 (six hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Plastered bricks, tiled roof, residence comprising combined lounge and dining-room, three bedrooms, bathroom and kitchen. *Outbuilding:* Toilet only. *Fencing:* Pre-cast.

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, Brakpan.

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

Hammond Pole & Dixon, Domicilum Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NB7694/Mrs Kok.)

Case 964/93

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

In the matter between **In Mora Factors,** Plaintiff, and **M. J. Maja,** Defendant

In pursuance of a judgment by the above Honourable Court on 17 November 1993 and a warrant of execution against property, the property described as:

House 410, Zone 3, Seshego, specially executable.

Will be sold in front of the Magistrate's offices at Seshego by the Sheriff of Seshego on 14 September 1994 at 14:00 and without reserve to the highest bidder.

The material conditions of the sale are:

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

2. The property will be sold voetstoots and subject to:

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

2.2 The conditions of the title deed;

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

Dated and signed at Pietersburg on this 3rd day of August 1994.

P. J. Luyt, for Pratt Luyt & De Lange, Attorney for Plaintiff, Legnum Park, 20 Market Street, P.O. Box 152, Pietersburg, 0700. (Ref. P. J. Luyt/SJ/PC6151.)

Case 02577/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kubelun Sandra,** Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sheriff, Johannesburg East's office at 131 Marshall Street, Johannesburg, on 15 September 1994 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Portion 1 of Erf 246, Bramley Township, Registration Division IR, Transvaal, in extent 1 487 (one thousand four hundred and eighty-seven) square metres, held by virtue of Deed of Transfer T36626/69, also known as 23 Linden Road, Bramley, Johannesburg.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A single-storey dwelling with tiled roof, consisting four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and garage.

Terms: Deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days from date of sale.

Auctioneer's charges, to be calculated as follows: 5% (five per cent) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 10th day of August 1994.

L. Smith, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Sanlam Area, 10 Cradock Avenue, Rosebank. (Tel. 884-7644.) (Ref. Mr S. Yin/10847.)

Case 6305/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pasifakis, Lynne Darne,** 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, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 16 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 659, Douglasdale Extension 49 Township, Registration Division IQ, Transvaal, area 1 475 (one thousand four hundred and seventy-five) square metres, situation 11 Falcon Lane, Douglasdale Extension 49.

Improvements (not guaranteed): A vacant erf.

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

Dated at Johannesburg on 5 August 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN1:NS263.)

Case 1190/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Jeffrey George Newman,** First Defendant, and **Mary Wood Newman,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 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: Erf 596, Boksburg South Extension 3 Township, Registration Division IR, Transvaal, situated on 25 President Brand Street, Boksburg South, Extension 3 in the Township of Boksburg South Extension 3, District of Boksburg, measuring 1 196 (one thousand one hundred and ninety-six) square metres.

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

Single storey building built of brick and plaster, thatched roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets. Outbuildings: Two garages, servant quarters, toilet, shower, swimming-pool, lapa, paving and screen walls.

The conditions of sale:

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

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

Dated at Boksburg on this the 4th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N20025/Mrs Kok.)

Saak 22952/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.,** Eiser, en **H. J. Botes,** Eerste Verweerder, en **Hennie Botes Boerdery BK,** Tweede Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 16 Julie 1993 die ondervermelde eiendom in eksekusie verkoop sal word op Vrydag, 9 September 1994 om 11:00, die Balju, Wonderboom se kantore te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, Pretoria:

Die eiendom wat aldus te koop aangebied sal word, is Gedeelte 124 ('n gedeelte van Gedeelte 123) van die plaas Vissershoek 435, Registrasieafdeling JQ, Transvaal, groot 1,2633 hektaar, gehou kragtens Transportakte T7125/89, bekend as Plot 123, Vissershoek, De Wildt.

Verbeterings: Oop stuk grond met staalstoor daarop.

Die eiendom sal verkoop word onderhewig aan die verkoopsvoorwaardes wat ter insae is by die kantoor van die Balju van Wonderboom.

Geteken te Pretoria hierdie 8ste dag van Augustus 1994.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. [Tel. (012) 322-8780.] (Verw. mnr. Greyling/PB/E197.)

Case 7595/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff and **Josun Properties (Pty) Limited,** Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Halfway House, Alexandra, Unit 2, Northview, 45 Richard Drive, Halfway House, on Wednesday, 14 September 1994 at 14:30.

Full conditions of sale can be inspected at the Sheriff, Halfway House, Alexandra, at the above address and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property:

Property: Portion 16 (a portion of Portion 8) of the farm Randjesfontein 405, Registration Division JR, Transvaal, measuring 3,7870 hectares, also known as 16 Olifantsfontein Road, Randjesfontein, alternatively corner of Allan and Olifantsfontein Roads, Randjiesfontein.

Improvements: Vacant property.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X4.)

Case 10276/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of S.A. Limited,** Plaintiff, and **The Trustees of the Sumagra Trust (No. 1884/91),** Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Potchefstroom, main entrance to the Magistrate's Court, Van Rebeeck Street, Potchefstroom, on Friday, 16 September 1994 at 10:30:

Full conditions of sale can be inspected at the Sheriff Potchefstroom, at 195 Kerk Street, Potchefstroom, and will be read out prior to the sale taking place.

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

Property: Portion 1016, of the farm Vyfhoek 428, Registration Division IQ, Transvaal (Plot 1016, Wynn Street, Vyfhoek, Potchefstroom), measuring 9 092 square metres.

Improvements: A large house, five bedrooms, lounge, dining-room, family room, kitchen, laundry, two bathrooms/w.c., w.c., two offices, three carports, three store-rooms, swimming-pool, tennis-court an borehole.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb S1493.)

Case 2466/94
PH 136

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Gottschalk, Alfred,** 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 conducted by the Sheriff, Midrand, at the offices of the Sheriff at Unit 2 Northview, 45 Richard Drive, Halfway House on Wednesday, 14 September 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Offices of the Sheriff, Midrand, at Unit 2 Northview, 45 Richard Drive, Halfway House, Midrand:

Holding 42, Modderfontein Agricultural Holdings, Registration Division IR, Transvaal, situated at 42 Second Road, Linbro Park, measuring 1,8089 (one comma eight nought eight nine) hectares, held under Deed of Transfer T9135/77.

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

Brick dwelling with a tiled roof consisting of kitchen, entrance hall, lounge, two bedrooms and bathroom.

Two cottages consisting of lounge, kitchen, bedroom, shower and toilet.

Outbuildings: Four garages, servant's room with shower and toilet. Playroom. Indoor swimming-pool.

Zoning: Agricultural holdings.

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 (foureen) 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). Minimum charge R200 (two hundred rand).

Date: 2 August 1994.

C. B. McEwan, Plaintiff's Attorneys, Office 100 Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6G247.)

Saak 6407/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Teboho Ezekiel Kgantisi,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 13 Junie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Noord-Wes, op 15 September 1994 om 10:00, te Olivettihuis 603A, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere: Gedeelte 11 van Erf 7030, geleë in die dorpsgebied van Saulsville, Registrasieafdeling JR, Transvaal, met straatadres te Perseel 11, Masophastraat, Saulsville, groot 375 (driehonderd vyf-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit: Twee slaapkamers, sitkamer, kombuis en badkamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallig 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 Pretoria Noord-Wes, Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. mnr. De Klerk/ns/SC0234/T69.)

Saak 4964/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Mohamed Farouk Osman Rhemtula** (Identiteitsnommer 5904295061053), Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 16 September 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pietersburg, gehou te die Landdroskantoor, Bodensteinstraat, Pietersburg, aan die hoogste bieder:

Erf 588, geleë in die dorpsgebied van Nirvana-uitbreiding 1, Registrasieafdeling LS, Transvaal, groot 595 vierkante meter, gehou kragtens Akte van Transport T55772/83.

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

Straatadres: Orienstraat 274, Nirvana, Pietersburg.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, woonkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers en aparte toilet, garage, bediendekamer met toilet, steen- en voorafvervaardigde omheining en sementplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof: Pietersburg, te Bokstraat 56A, Pietersburg.

Gedateer te Pretoria hierdie 11de dag van Augustus 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. Van Rensburg/Z9076/94/BVDM.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held in front of the main entrance to the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark, on Friday, 30 September 1994 at 10:00:

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

Full conditions of sale can be inspected at the offices of the Sheriff, Suite C, Rietbok Building 5, Genl. Hertzog Street, Vanderbijlpark, and will be read out prior to the sale.

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

1. **Case 12178/94** (File Ref. Mr du Plooy/GT1718.)

Execution Debtors: **Abel Megwe Badirwane,** and **Simangele Herriet Badirwane**

Property: All the right, title and interest to the leasehold in respect of: Erf 2404, Sebokeng Unit 13 Township, Registration Division IQ, Transvaal, measuring 259 square metres, held by virtue of Deed of Transfer TL80643/93, also known as Erf 2404, Zone 13, Sebokeng.

Improvements: Two bedrooms, kitchen and lounge.

2. **Case 12955/94** (File Ref. Mr du Plooy/GT1731.)

Execution Debtors: **Metsing Phillimon Sontaha,** and **Pulane Emily Sontaha**

Property: All the right, title and interest to the leasehold in respect of: Stand 56123, Sebokeng Unit 3 Township, Registration Division IQ, Transvaal, measuring 272 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL9268/90.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

3. **Case 12179/94** (File Ref. Mr du Plooy/GT1715.)

Execution Debtors: **Buti Moses Radebe,** and **Cithekile Elizabeth Radebe**

Property: All the right, title and interest to the leasehold in respect of: Stand 59525, Sebokeng Unit 3 Township, Registration Division IQ,A Transvaal, measuring 267 square metres, held by virtue of Deed of Transfer TL58142/92, (more correctly known as Erf 590525, Unit 3, Sebokeng Township, Sebokeng).

Improvements: Two bedrooms, kitchen, lounge and bathroom.

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

Case 4778/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Caltex Oil (SA) (Pty) Ltd,** Plaintiff, and **Brahma Eiendomme BK,** First Defendant, and **Lourens Lemmer Bosman,** Second Defendant

Pursuant to a judgment against the above Defendants of the above Honourable Court in the above-mentioned matter dated 23 May 1994, and an attachment of execution, the following property of the First Defendant will be sold in execution on Friday, 9 September 1994 at 10:00, in front of the Magistrate's Court, Moffat Street, Warmbaths, to the highest bidder subject to the conditions which will be read by the auctioneer at the sale:

Remaining Extent of Portion 142 (a portion of Portion 19) of the farm Roodekuil 496, Registration Division KR, Transvaal, measuring 14,7455 (fourteen comma seven four five five) hectares, held under Deed of Transfer T23942/92.

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

A building consisting of workshop, office, toilets, shower room and dressing-rooms, another office and store-room.

Also a separate building consisting of restaurant with kitchen, as well as café, toilets, store-room and cooling-room.

A Caltex filling station is situated on the property as well as 12 (twelve) bedrooms for employees, with two toilets and two showers.

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 18,5% (eighteen comma five per centum) per annum to be payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of the sale.

Auctioneer's charges calculated at 5% (five per centum) [minimum R50 (fifty rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) to a maximum fee of R6 000 (six thousand rand).

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Supreme Court, Arcade Building, Sutter Road, Warmbaths [Tel. (014) 736-2216/7.]

Dated at Pretoria this the 11th day of August 1994.

G. van Vuuren, for MacIntosh Cross & Farquharson, Attorneys for Plaintiff, 210 Permanent Building, 246 Paul Kruger Street, Pretoria. (Ref. G. v. Vuuren/DD/B29/94.)

Saak 37166/86

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede,** Eiser, en **Cornelius Rudolph Johannes Badenhorst,** Eerste Verweerder, **Wilhelmina Francisca Badenhorst,** Tweede Verweerderes, **Louisa Frederika Roos,** Derde Verweerderes, en **Maria Petronella Viljoen,** Vierde Verweerderes

Erf 227, Amsterdam, Registrasieafdeling IT, Transvaal, groot 2 855 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, geleë te Lanyonstraat 58, Amsterdam.

T10944/1973—Eksekusieveiling voor die Landdroskantore, Presidentstraat, Amsterdam, op Woensdag, 28 September 1994 om 11:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd.

Die eiendom se sonering is onbepaald.

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, Ermelo, 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 (veertien) 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 10de dag van Augustus 1994.

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

Saak 2007/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Zarina Hawa Nanabhay,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 13 Julie 1994, sal die ondervermelde eiendom geregtelik verkoop word op 14 September 1994 om 10:00, by Klaburn Court 22B, Ockersestraat, Krugersdorp, aan die hoogste bieder, naamlik:

Erf 597, Azaadville-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 641 (seshonderd een-en-veertig) vierkante meter, gehou kragtens Akte van Transport T8248/87.

Bekend as Minaralaan 46, Azaadville, Krugersdorp.

Waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n teëldak wat bestaan uit sitkamer, gesinskamer, eetkamer, drie badkamers, vier slaapkamers, kombuis, opwaskamer en swembad.

Die buitegeboue bestaan uit 'n kamer.

Daar is twee motorhuise en die perseel is omhein met baksteenmure.

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

Voorwaardes: R16 600 (sestienduisend seshonderd rand) of 10% (tien persent) van die koopsom, wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 (een-en-twintig) dae.

Die koper moet transportkoste, belastings, ens. betaal.

Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Ockersestraat 22B, Krugersdorp, nagesien word.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. WAvdW/CC/HE6/94.)

Case 4327/94

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Kumbula Moses Mtambeka,** First Defendant, and **Nozizwe Antonia Mtambeka,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 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 all the right, title and interest in the leasehold in respect of Erf 6827 Vosloorus Extension 9 Township, Registration Division IR, Transvaal, situated on Erf 6827, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 413 (four hundred and thirteen) square metres.

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

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

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

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

Dated at Boksburg on this the 10th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00144/Mrs. Kok.)

Case 908/94
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 **Du Toit, Maxted Ian,** 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 273, situated in the Township of Bellevue, Registration Division IR, Transvaal, being 103 Regent Street, Bellevue, 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 iron roof, comprising kitchen, lounge/dining-room, entrance-hall, laundry, separate toilet, four bedrooms, bathroom with outbuildings with similar construction comprising garage, servant's room, toilet and store-room.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 10th 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/D.287.)

Saak 8909/94

IN DIE HOOGGERGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jacobus Johannes Strydom,** Verweerder

'n Verkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 23 September 1994 om 11:00 van:

Gedeelte 156 ('n gedeelte van Gedeelte 5) van die plaas Kameeldrift 298, Registrasieafdeling JR, Transvaal, groot 8,5653 hektaar, gehou kragtens Akte van Transport 31964/87.

Besonderhede word nie gewaarborg nie.

Woonhuis met baksteenmure, sinkdak, teëlvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, twee televisiekamers, eetkamer, kombuis, ses slaapkamers en drie badkamers.

Buitegeboue: Vier motorhuise, twee kantore en 'n woonstel bestaande uit sit/eetkamer, kombuis, badkamer met toilet en drie slaapkamers.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

Saak 62732/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **F. J. Potgieter,** Verweerder

Erf 81, geleë in Davel, IS, groot 1 983 vierkante meter, geleë te Humanstraat, Davel, T6009/1983, en Erf 82, geleë in Davel, IS, groot 1 983 vierkante meter, geleë te Humanstraat, Davel, T6009/1983, eksekusieveiling voor die Landdroskantore, Jan van Riebeeckstraat, Ermelo, op 30 September 1994 om 10:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendomme in 'n geproklameerde dorp en is die eiendomme verbeter met basiese munisipale dienste en is verder onverbeterd. Die sonering van die eiendomme is onbepaald. Geen waarborge word egter verstrek nie.

Bogemelde eiendomme word apart verkoop en nie as 'n eenheid nie. Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Ermelo 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 BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 10de 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. van Niekerk.)

Case 9211/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Marsland, Roy,** 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 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 30 as shown and more fully described on Sectional Plan SS79/83, in the building or buildings known as Preston Place, situated at Berea Township, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 110 square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section held under certificate of registered Sectional Title ST79/1983 (30) (Unit); being 101 Preston Place, 1364 Alexandra Street, Berea, Johannesburg.

Measuring: 110 (one hundred and ten) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with concrete roof, comprising kitchen, lounge/dining-room, two bedrooms, two bathrooms and balcony. The common property comprising of 33 servants' rooms, change room, 12 servants' toilets, 8 servants' bathrooms, three store-rooms, 26 garages, 181 carports and a 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 8th day of August 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M829.)

Case 19887/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Van Aswegen, Gerald Martin,** 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 20 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 126, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 99 Antelope Street, Roodekop.

Measuring: 805 (eight hundred and 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, 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 10th day of August 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/VA257.)

Case 2932/94
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 **Kale, Puleng Moses,** 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 16 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, Spring, 56 12th Street, Springs, prior to the sale:

Certain Erf 14104, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 14104 Mogashwa Street, kwaThema Extension 2, Springs, measuring 308 (three hundred and eight) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms 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 10th 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/K196.)

Case 15212/94
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 **Geffen, Montague Selwyn,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale, without reserve will be held at the Sheriff's office, Germiston, on 15 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection a the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 486, situated in the Township of Eden Glen Extension 6, Registration Division IR, Transvaal, being 80 Erasmus Road, Eden Glen Extension 6, Edenvale, measuring 991 (nine hundred and ninety-one) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.187.)

Saak 1287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jan Frederik Strydom,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 6 September 1993, en 'n lasbrief vir eksekusie in bogemelde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op Vrydag, 16 September 1994 om 11:00, te Kamer 83, Landdroskantoor, Bethal, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 44, geleë in die dorp New Bethal East, Registrasieafdeling IS, Transvaal, groot 2 855 vierkante meter, adres Rogerslaan 10, Bethal-Noord.

Geteken te Bethal op hierdie 8ste dag van Augustus 1994.

C. J. van der Merwe, vir Lou van der Merwe, Prokureur vir Eiser, Proteagebou, Markstraat, Bethal.

Case 1393/94

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

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

Pursuant to a judgment granted by the above Honourable Court dated 29 April 1994, and a warrant of execution, the undermentioned property will be sold in execution on 14 September 1994 at 11:00, at the Magistrate's Court, Harper Avenue, Benoni, to the highest bidder:

Certain Erf 1471, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, known as 1 471 Etwatwa Extension 2, measuring 285 (two hundred and eighty-five) square metres, held under Deed of Transfer T45668/1993.

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

Terms and conditions:

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

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

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

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

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

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

Case 58271/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The African Bank Limited,** Plaintiff, and **Kgabo Sebata,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria North West, on Thursday, 15 September 1994 at 10:00, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 2043, Saulsville, Registration Division JR, Transvaal, measuring 296 square metres and held by Certificate of Registered Grant of Leasehold TL70151/1988, also known as 58 Matlejoane Street, Saulsville.

The following information is furnished, though in this regard nothing is guaranteed: Plastered walls with a pitched corrugated sink roof. The house consists of two bedrooms, lounge and kitchen. All these rooms have sement floors. There is one outside toilet. The property is fenced with wire.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria North West.

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

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/zf/22514.)

Saak 2772/91

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

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **Thulasizwe Sydney Dlamini,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 5 November 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieër op 29 September 1994 om 10:00:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 114, Teanong-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 304 (driehonderd-en-vier) vierkante meter, bekend as 114 Teanong Afdeling, Tembisa.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe 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 sover dit van toepassing mag wees.

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

Woonhuis: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet.

Ander: Alles onder 'n teëldak.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20,75% (twintig komma sewe vyf persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centrallaan 20, Privaatsak X53, Kempton Park, 1620. (Verw. mnr. McKenzie/zk/DB/U572.)

Saak 8620/91

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

In die saak tussen **United Bank,** 'n Divisie van ABSA Bank Bpk., Eiser, en **Lindi Albert Nyakala,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 Februarie 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieër op 29 September 1994 om 10:00:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 464, Tsepo-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 257 (tweehonderd sewe-en-vyftig) vierkante meter, bekend as Tsepo Afdeling 464, Tembisa.

Voorwaardes van verkoping:

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

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

Woonhuis: Eetkamer, twee slaapkamers, kombuis, badkamer en toilet.

Ander: Alles onder 'n sinkdak.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19,75% (negentien komma sewe vyf persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, 20 Centrallaan, Privaatsak 53, Kempton Park, 1620. (Verw. mnr. McKenzie/zk/DB/U652.)

Saak 4361/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Bpk.,** Eiser, en **Clive Denis Curry,** Eerste Verweerder, en **Denise Martha Maria Curry,** Tweede Verweerder

Eksekusieverkoping gehou te word te die Landdroskantore, Begemanstraat, Heidelberg om 09:00, op 16 September 1994, van Hoewe 56, geleë te Heidelberg-landbouhoewes, Registrasieafdeling IR, Transvaal, grootte 1,2140 hektaar (een komma twee een vier nul) hektaar.

Die eiendom is geleë en staan bekend as Hoewe 56, Flamink, Boschfontein, Heidelberg.

Verbeterings bestaan uit: 'n Huis met 'n ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, waskamer, aantrekkamer, drie slaapkamers, twee badkamers, aparte toilet, twee motorhuise en bediendekamer.

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

Terme: 10% (tien persent) kontant op die 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 Adjunk-balju, Heidelberg.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB371.)

Case 28972/92
PH 238

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 **J. P. Karsten,** Defendant

In pursuance of a judgement in the Court of the Magistrate of Johannesburg and a warrant of execution dated 18 September 1992, the following property will be sold on 23 September 1994 at 10:00, in front of the Magistrate's Court, Fox Street entrance, to the highest bidder:

Certain Portion 303 of Erf 1227, Claremont, Johannesburg-Township, Registration Division IQ, Transvaal, measuring 641 (six hundred and forty-one) square metres, held by Deed of Transfer T12556/1991, known as 6 Millward Street, Claremont, Johannesburg.

Subject to Mortgage Bond B15203/1991 in favour of First National Bank of Southern Africa Limited, for the amount of R79 200 and R15 800 additional amount.

Conditions of sale:

1. The property shall be sold subject to a reserve price of R84 000 (eighty-four thousand rand) and to the higest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Single-storey dwelling brick under tiled, high pitch roof, interior walls–painted plaster and face brick, entrance hall, lounge, kitchen, three bedrooms, bathroom and toilet. *Flooring:* Tiles and novillon. Walled with security gates. Near shopping centre, busses and schools.

3. *Terms:* The purchaser shall pay 10% (ten per centum) of the purchase price in cash to the Messenger of the Court immediately after the sale, and the unpaid balance, together with interest thereon as determined in the First Bond registered over the property and shall be paid or guaranteed by an approved bank or building society guarantee within 14 (fourteen) days of date of sale.

4. *Conditions:* The full conditions of sale which will be read by the Sheriff of the Court, Johannesburg West, may be inspected at the office of the Sheriff of the Court at Second Floor, 32 Von Brandis Street, Johannesburg, and also at the offices of Peter F. Caldwell, North Park Plaza, corner of D. F. Malan Drive and Milner Street, Northcliff, Johannesburg.

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

P. F. Caldwell, for Peter F. Caldwell, North Park Plaza, corner of D. F. Malan Drive and Milner Street, Northcliff. (Tel. 888-1206/7.) (Ref. PC/hc/F53.)

Saak 1005/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayalethu Home Loans (Edms.) Bpk.** Eiser, en **Isaac Mokgope Segale,** Eerste 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 23 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 2175, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1230/90, 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 8ste dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-Gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/137/EJ.)

Saak 12533/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Mdhlovu, Khankani Derick,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die verkoopslokaal van die Balju te Roodepoort, Progressweg 182, Technikon, distrik Roodepoort, op 23 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 1939, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 307 vierkante meter.

Verbeterings (nie gewaarborg nie): 'n Woonhuis onder 'n teëldak bestaande uit eetkamer, twee slaapkamers, badkamer/toilet en kombuis.

Terme: 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum heffing R200 (tweehonderd rand).

Gedateer te Johannesburg op die 12de dag van Augustus 1992.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. Z15621/M. Postma.)

Saak 11377/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Mkhabela Lawrence Rannie,** Eerste Verweerder, en **Mkhabela Dudu Sibongile,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die verkoopslokaal van die Balju te Roodepoort, Progressweg 182, Technikon, distrik Roodepoort, op 23 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 2259, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 300 vierkante meter.

Verbeterings (nie gewaarborg nie): 'n Woonhuis onder 'n sinkdak bestaande uit eetkamer, twee slaapkamers, badkamer/toilet en kombuis.

Terme: 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum heffing R200 (tweehonderd rand).

Gedateer te Johannesburg op die 12de dag van Augustus 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. Z14987/M. Postma.)

Saak 9455/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Jeffery Maureen Karen,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die Balju van Krugersdorp te Klaburnhof, Ockersestraat 22B, Krugersdorp, op 21 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 Krugersdorp voor die verkoping ter insae sal lê:

Sekere Erf 296, Burgershoop-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 248 vierkante meter (ook bekend as Potchefstroomstraat 41, Burgersdorp, Krugersdorp).

Verbeterings (nie gewaarborg nie): 'n Woonhuis onder 'n sinkdak met klinker mure bestaande uit sitkamer, drie slaapkamers, gang, badkamer/toilet en kombuis. Die eiendom is aan drie kante omhein. Buite toilet.

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

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

Gedateer te Johannesburg op die 12de dag van Augustus 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. Z12856/M. Postma.)

Case 15223/94
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 **Opperman, Dennis Charles,** 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 6075, situated in the Township of Benoni Extension 20, Registration Division IR, Transvaal; being 119 Cambridge Street, Benoni Extension 20.

Measuring: 1 074 (one thousand and seventy-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, entrance hall, family room/bar, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, 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/bt/O.61.)

Saak 30288/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Molatlhwa, Obakeng Joel,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Eaton Terracegebou, Eaton Terracestraat, New Redruth, Alberton, op 27 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 296, Spruitview-uitbreiding 1-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, groot 580 (vyf agt nul) 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 eetkamer, drie slaapkamers, twee badkamers, toilet en kombuis.

Buitegeboue bestaande uit motorhuis.

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 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) en minimum heffing R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 1ste dag van Augustus 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z40137.)

Saak 5296/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Katitse Zachariah Dikgole,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 30 Junie 1994 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 16 September 1994 om 10:00, te die Landdroskantore, Landdros Marestraat, Pietersburg, geregtelik verkoop sal word, naamlik:

Gedeelte 11 van Erf 380, Westenburg, Registrasieafdeling LS, Transvaal, groot 350 vierkante meter, gehou kragtens Akte van Transport T41818/92 ook bekend as Nylrivierstraat 32, Westenburg, Pietersburg.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Bokstraat 56A, Pietersburg ter insae lê en behels onder ander die volgende:

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

2. Balanskoopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Pietersburg op hede die 3de dag van Augustus 1994.

H. J. S. Grobler, vir Henstock, Green & Grobler, Tweede Verdieping, Pioniergebou, Landdros Marestraat 52, Posbus 65, Pietersburg, 0700. [Tel. (0152) 295-9110.] (Verw. AVDM/IS0129.)

Saak 787/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Saambou Bank Beperk,** Eiser, en **G. J. Knoetze,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 14 April 1992 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 21 September 1994 om 10:00, te die Landdroskantore, Munnikstraat, Louis Trichardt, geregtelik verkoop sal word, naamlik:

Erf 652, geleë in die dorp Louis Trichardt, Registrasieafdeling LS, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter, gehou kragtens Akte van Transport T17969/90, ook bekend as Munnikstraat 53, Louis Trichardt.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Trichardtstraat 30, Louis Trichardt, ter insae lê en behels onder andere die volgende:

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

2. Balanskoopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Pietersburg op hede die 2de dag van Augustus 1994.

H. J. S. Grobler, vir Henstock, Green & Grobler, Tweede Verdieping, Pioniergebou, Landdros Marestraat 52, Posbus 65, Pietersburg, 0700. [Tel. (0152) 295-9110.] (Verw. AVDM/WK0014.)

Case 04859/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Benjamin Themba Qhena,** First Defendant, and **Anna Nomasonto Qhena,** Second Defendant

Notice is hereby given that on 16 September 1994 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 22 March 1994, namely:

Certain right of leasehold in respect of Erf 18342, Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18342 Tsakane Extension 8.

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

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

Dated at Boksburg on this the 11th day of August 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01279.)

Case 7780/91

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 **Kgomane Herman Kodisang,** First Defendant, and **Hilda Dikeledi Kodisang,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 4 July 1994, the property listed hereunder will be sold in execution on Wednesday, 21 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in and leasehold in respect of Erf 5802, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 252 (two hundred and fifty-two) square metres, known as 5802 Etwatwa Extension 3, Daveyton, Benoni.

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

Main building: Residence comprising two bedrooms, bathroom, lounge and kitchen.

Fencing: Wire.

Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the 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 20,25% (twenty comma twenty-five per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.

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

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

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

Dated at Benoni on this 10th day of August 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.)

Case 1615/94

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 **Julius Zwelithini Sikhoboleki**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 11 July 1994, the property listed hereunder will be sold in execution on Friday, 16 September 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in respect of the leasehold of Lot 18338, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 320 (three hundred and twenty) square metres, known as 18338 Tsakane Extension 8, Brakpan.

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

Main building: Residence comprising two bedrooms, kitcen, lounge and bathroom.

Fencing: Wire.

Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the 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 16% (sixteen per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.

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

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

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

Dated at Benoni on this 10th day of August 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 1372/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Khayalethu Home Loans,** Eiser, en **N. J. Ntshela,** Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Oberhozer, en 'n lasbrief vir eksekusie gedateer 30 Junie 1994, sal die ondergemelde eiendom per geregtelike veiling verkoop word te die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, op Vrydag, 30 September 1994 om 10:00:

Erf 3995, Khutson (nuwe nommer 7257), Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, gehou kragtens Akte van Transport van Huurpag TL49896/88.

Woonhuis bestaande uit twee slaapkamers, sitkamer en badkamer.

Die belangrikste voorwaardes vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof, Oberholzer, 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, Oberholzer. 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, Oberholzer.

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, Oberholzer, asook by die kantore van die Eiser se prokureurs.

Aldus gedoen en geteken te Oberholzer op hede die 11de dag van Augustus 1994.

Oosthuizen & Roeland, Eggo Janstraat 64, Oberholzer, 2502. (Verw. mnr. Roeland/mf.)

Saak 205/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mzwandile David Helebe,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 2 Februarie 1994, sal die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 23 September 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 62360, Sebokeng-dorpsgebied-uitbreiding 17, Registrasieafdeling IQ, Transvaal, groot 392 (driehonderd twee-en-negentig) vierkante meter.

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

Verkoopvoorwaardes:

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

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

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

Geteken te Vanderbijlpark hierdie 11de dag van Augustus 1994.

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

Case 11841/93

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ameen Dawood,,** First Defendant, and **Ammena Bibi Dawood,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 11 November 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 September 1994 at 11:00, at the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 1875, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated on 8 Umkomaas Avenue, Dalpark Extension 6, in the Township of Dalpark Extension 6, District of Brakpan, measuring 1 120 (one thousand one hundred and twenty) square metres.

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

Building built of brick and plaster, tiled roof, comprising of lounge, TV-room, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two toilets, outside toilet, swimming-pool and carport.

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

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

Dated at Benoni on this the 11th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N20012/Mrs Kok.); or Hammond Pole & Dixon, 72 Elston Avenue, Benoni.

Case 2129/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Faraad Gani Carrim,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 11 May 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 114, MaxKenzie Park Township, situated on 8 Korhaan Avenue, in the Township of MacKenzie Park, District of Benoni, measuring 991 (nine hundred and ninety-one) square metres.

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

Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom with a w.c., double garage, w.c. and a carport.

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

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

Dated at Boksburg on this the 11th day of August 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00147 (UB147).]

Case 1611/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Kevin Roy O'Neill,** First Defendant, and **Angela O'Neill,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 31 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 90, Morehill Township, situated on 10 Morris Avenue, in the Township of Morehill, District of Benoni, measuring 2 307 (two thousand three 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 entrance hall, lounge, dining-room, study, kitchen, scullery, TV-room, four bedrooms, two bathrooms with w.c. and one with shower, w.c., to balconies, bar, servant's room, bathroom with a w.c., three garages, caravan carport, double carport and solar heating.

The conditions of sale:

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

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

Dated at Boksburg on this the 11th day of August 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00119 (UB119).]

Case 2231/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 20 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Holding 96, Lilyvale Agricultural Holdings, situated on 96 Grant Street, in the Township of Lilyvale Agricultural Holdings, District of Benoni, measuring 1,6187 (one comma six one eight 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 entrance hall, lounge, dining-room, family bar, study, kitchen, four bedrooms, two bathrooms, one bathroom with w.c. and shower, four servant's rooms, w.c., shower and granny flat consisting dining-room, bedrooms, bathroom and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 11th day of August 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00151 (UB151).]

Case 2821/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Louis Josephus Groenewald,** First Defendant, and **Jacoba Maria Groenewald,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 13 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1498, Crystal Park Extension 2 Township, situated on 49 Oriole Crescent, in the Township of Crystal Park Extension 2, District of Benoni, measuring 872 (eight 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 lounge, dining-room, study, kitchen, three bedrooms, two bathrooms with w.c., 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, Benoni.

Dated at Boksburg on this the 11th day of August 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00172 (UB172).]

Saak 35761/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Anthonie Hermanus Lombard,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 8 Julie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid op 5 Oktober 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 Jakkalsbessiestraat 26, Heuweloord-uitbreiding 2, Wierdapark, en word omskryf as Erf 1214, Heuweloord-uitbreiding 2, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T16415/90.

Die eiendom bestaan na bewering, maar sonder waarborg uit sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee garages.

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 op hierdie 15de dag van Augustus 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T1190.)

Saak 4284/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Birtie Jacobs,** Eerste Verweerder, en **Laina Jacobs,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 15 Julie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Noord-oos, op 20 September 1994 om 14:00, die ondervermelde eiendom in eksekusie verkoop te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Galaxystraat 495, Eersterust, Pretoria, en word omskryf as Gedeelte 18 van Erf 4935, Eersterust-uitbreiding 6, Pretoria, groot 265 vierkante meter, gehou kragtens Akte van Transport T60714/93.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, teëldak, vloerteëls, matte en warmwatersisteem.

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-Noord-oos, Pretoriusstraat 1210, Hatfield.

Geteken te Pretoria op hierdie 11de dag van Augustus 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2015.)

Saak 4244/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN 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, dorpsgebied Commercia-uitbreiding 9, Registrasieafdeling IR, Transvaal, 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, Halfway House, Alexandra. '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 Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N911/CDN568.)

Saak 35213/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **David Ashington Law,** Verweerder

Erf 146, geleë in Ohrigstad, KT, groot 2 479 vierkante meter, geleë te Alwynlaan, Ohrigstad, T34909/1984, eksekusieveiling te Landdroskantore, Voortrekkerstraat, Lydenburg, op 21 September 1994 om 08:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Die sonering van die eiendom is onbepaal. 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, Lydenburg 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 BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 16de dag van Augustus 1994.

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

Saak 35279/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **T. T. Nassif,** die eksekuteur in boedel wyle **James John Joseph Nassif N.O.,** Eerste Verweerder, en **John Joseph Nassif,** Tweede Verweerder

Hoewe 232, Walkers Fruit Farms Small Holdings-landbouhoewe, IQ, groot 4,0471 hektaar, geleë in First Road, Walkers Fruit Farms Small Holdings-landbouhoewe, No. T16305/1961.

Hoewe 233, Walkers Fruit Farms Small Holdings-landbouhoewe, IQ, groot 4,0471 hektaar, geleë in First Road, Walkers Fruit Farms Small Holdings-landbouhoewe, No. T16305/1961.

Hoewe 234, Walkers Fruit Farms Small Holdings-landbouhoewe, IQ, groot 4,0471 hektaar, geleë in First Road, Walkers Fruit Farms Small Holdings-landbouhoewe, No. T16305/1961.

Hoewe 235, Walkers Fruit Farms Small Holdings-landbouhoewe, IQ, groot 4,0471 hektaar, geleë in First Road, Walkers Fruit Farms Small Holdings-landbouhoewe, No. T16305/1961, eksekusieveiling te Baljukantoor, Beaconsfieldlaan 41A, Vereeniging, op 30 September 1994 om 10:00, aan die hoogste bieder.

Bogemelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendomme verbeter met basiese munisipale dienste en is verder onverbeterd. Die sonering van die eiendomme is 'n landbouhoewe. 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, Vereeniging, en bevat onder andere die volgende voorwaardes:

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

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

Geteken te Pretoria op hierdie 12de dag van Augustus 1994.

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

Saak 1867/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **Joseph Nkonde,** 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 5732, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 305 (drie honderd en vyf) vierkante meter, gehou kragtens Akte van Transport T23679/93.

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Middelburg hierdie 29ste dag van Julie 1994.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 27433/93

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mosia Molefi Edwin,** Defendant

In execution of a judgment of the Surpeme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at 439 Prince George Avenue, Brakpan, on 16 September 1994 at 11:00, of the undermentioned property of the Defendant, on die conditions which may be inspected at the offices of the Sheriff at 439 Prince George Avenue, Brakpan, prior to the sale:

Erf 15765, Tsakane Extension 5 Township, Brakpan, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 15765, Tsakane Extension 5 Township, Brakpan.

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 furnsished 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 the 3rd 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. M24825/SC.)

Case 1251/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Vallabh Bhana,** Defendant

A sale in execution will be held at 10:00 on 22 September 1994 at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 810, situated in the Township of Laudium, Registration Division JR, Transvaal.

Measuring: 446 square metres, known as 320 Indigo Street, Laudium.

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

Dwelling single storey, brick walls, IBR pitched roof, tiles, p.v.c., fitted carpets, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., concrete walls and concrete pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Stolp/RH/M.9169.)

Saak 9458/94

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

In die saak tussen **Transnet Beperk,** Eiser, en **Sebolai, Modise Abram,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Die Balju, Roodepoort, Progressweg 182, Technikom, distrik Roodepoort, op 23 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 2966, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 300 (drie nul nul) 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: Eetkamer, twee slaapkamers, badkamer, toilet en kombuis.

Buitegeboue bestaande uit: 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 prsent) tot 'n maksimum bedrag van R6 000 (sesduisend rand) en 'n minimum heffing van R200 (tweehonderd rand).

Geteken te Johannesburg op hierdie die 15de dag van Augustus 1994.

Van Wyk de Vries, Eiser se Prokureur, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M12364.)

Case 32308/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Transnet Limited,** Plaintiff, and **Monyai: Mobe Wilson,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the Supreme Court at 182 Progress Road, Technikon, District of Roodepoort, on 23 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 of the Supreme Court, Roodepoort, prior to the sale:

Certain: Erf 1798, Doornkop Extension 1, Roodepoort, Registration Division IQ, Transvaal, measuring 300 (three zero zero) square metres.

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

Dwelling-house comprising dinning-room, two bedrooms, bathroom/toilet and kitchen.

Outbuildings comprising: None.

Terms: 10% (ten per cent) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price 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 the sale.

Auctioneer's charges are payable on the day of the sale and 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) with a maximum charge of R6 000 (six thousand rand), and a mimimum of R200 (two hundred rand).

Dated at Johannesburg on this the 10th day of August 1994.

Van Wyk De Vries, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/jf M10418.)

Saak 14803/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eskom,** Eiser, en **Solomon Petrus Zitha,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 13 September 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju vir die Hooggeregshof, Nsikazi, op 9 September 1994 om 10:00, te die Landdroskantoor, Kabokweni, verkoop:

Sekere: Erf 1674, Kabokweni-dorpsgebied, distrik Nsikazi, Transvaal, groot 450 vierkante meter.

Die eiendom is verbeter en bestaan uit woonhuis met twee slaapkamers, badkamer met bad, toilet en wasbak, sitkamer, kombuis, volvloermatte, kombuis en badkamer novilon, marleyteëldak, omhein en elektrisiteit.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju vir die Hooggeregshof, se fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju vir die Hooggeregshof, binne 30 (dertig) dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 16de dag van Augustus 1994.

Haasbroek & Boezaart, Prokureurs vir Eiser, Tweede Verdieping, Momentum Westoring, Pretoriusstraat, Pretoria. (Tel. 322-4401.) (Verw. D. C. Haasbroek/D607/93.)

Saak 5656/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Bankfin, Eiser, en **Frans Steyn,** Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdroshof, Pietersburg, toegestaan het op 19 November 1993, en 'n lasbrief vir eksekusie, uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 23 September 1994 om 10:00, te die Landdroskantore, Landdros Marestraat, Pietersburg, aan die hoogste bieder, naamlik:

Erf 246, geleë in die dorp Peninapark, Registrasieafdeling LS, Transvaal, groot 1 351 (eenduisend driehonderd een-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T15530/1991.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 9de dag van Augustus 1994.

P. C. Calitz, vir Steytler, Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Posbus 496, Pietersburg, 0700.

Saak 1766/89

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Seodi Kleinbooi Ledima,** Eerste Verweerder, en **Limakatso Martha Ledima,** Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop, met datum 31 Julie 1989, sal die ondervermelde eiendom geregtelik verkoop word op 16 September 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1555, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 273 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL 26549/87, bekend as Erf 1555, Mohlakeng, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit twee slaapkamers, badkamer, kombuis en sitkamer. Daar is geen buitegeboue en die perseel 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 ook al 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 (een-en-twintig) dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N351.)

Saak 5064/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Wilhelm Richard van der Wat,** Eerste Verweerder, en **Rosalee van der Wat,** Tweede Verweerder

Kragtens uitspraak van die Landdroshof, distrik Vereeniging, gedateer 20 Julie 1994, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Vrydag, 23 September 1994 om 10:00, in eksekusie deur die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder verkoop:

'n Eenheid bestaande uit:

(a) Deel 5, soos getoon en vollediger beskryf op Deelplan SS480/93, in die skema bekend as Albany Court, ten opsigte van die grond en gebou of geboue geleë te Vereeniging, in die Plaaslike Bestuur, Stadsraad van Vereeniging, waarvan die vloeroppervlakte, volgens genoemde deelplan, 56 vierkante meter groot is; en

(b) 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST SS480/93/5 (Eenheid).

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

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

Sit-/eetkamer, slaapkamer, kombuis en badkamer met wasbak en toilet.

Geleë te Albany Court 5, hoek van Lesliestraat en Livingstonelaan, Vereeniging.

Die volle koopvoorwaardes wat vir die koper bindend sal wees, lê gedurende kantoorure ten kantore van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging.

Geteken te Vereeniging hierdie 12de dag van Augustus 1994.

Mills, Prokureur vir Eiser, M en A-gebou, Lesliestraat 17A, Vereeniging. (Verw. mev. Van Eeden/S749.)

Saak 24947/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale 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 15 September 1994 om 10:00, aan die kantore van die Balju, Benoni, Kempstonlaan 49, Benoni, aan die hoogste bieder:

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

Sonering: Landbouhoewes.

Die eiendom bestaan uit enkelverdiepingwoonhuis onder sink, konkrete vloer, sit-/eetkamer, vier slaapkamers, badkamer/toilet, kombuis, buitegebou, pomphuis met pomp, varkhokke en stoor.

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.

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 Adjunkbalju, Benoni, onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Adjunkbalju.

Geteken te Johannesburg op hierdie 10de dag van Augustus 1994.

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

Case 11733/94
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 **Kovacs, Eva,** 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 20 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 Holding 45, situated in the Township of Glenferness Agricultural Holdings, Registration Division JR, Transvaal, being 45 Duncan Street, Glen Ferness Agricultural Holdings, Midrand, measuring 2,3958 (two comma three nine five eight) hectares.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, family room, study, laundry, pantry, breakfast room, dressing-room, lounge/dining-room, five bedrooms, three bathrooms with outbuildings with similar construction comprising four garages, carport, two servants' rooms, two toilets, bathroom laundry, two store-rooms, two stables, change room, swimming-pool, tennis court and two flatlets each comprising two kitchens, two lounges, two 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, 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 16th 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/K209.)

Case 7071/94
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 **Ncube, Malusi Maushe,** 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 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section 81, as shown and more fully described on Sectional Plan SS37/92, in the scheme known as Crestview, in respect of the land and building or buildings situated at Berea Township, in the area of the Johannesburg Local Authority, of which the floor area, according to the said sectional plan, is 79 (seventy-nine) square metres in extent;

and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quote as endorsed on the said sectional plan.

An exclusive area described as Parking P28, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the building or building situated at Berea Township, in the areas of the Johannesburg Local Authority, as shown and more fully described on Sectional Plan SS37/1992, situated in the Township of Berea; being Flat 1405, Crestview, 42 Alexandra Street, Berea, measuring 79 (seventy-nine) square metres.

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

A simplex flat with concrete roof, comprising kitchen, lounge/dining-room, bedroom, bathroom and enclosed balcony with outbuildings with similar construction comprising of parking bay.

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

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

Dated at Johannesburg on this 15th 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/N242.)

Saak 615/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Eugene Patrick,** Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 21 Maart 1994, en 'n lasbrief vir eksekusie gedateer 21 Maart 1994, sal die volgende eiendom op 23 September 1994 om 14:15, voor die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder verkoop word:

Gedeelte 15, van Erf 2573, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T681/1988, ook bekend as Oranjerivierstraat 18, Toekomsrus, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis met gewone buitegeboue.

Verkoopvoorwaardes:

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

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

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

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

Geteken te Randfontein op hierdie 15de dag van Augustus 1994.

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

Saak 6561/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** handeldrywende as Nedbank, Eiser, en **Mapena Samuel Nonyane,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, op Vrydag, 16 September 1994 om 11:00, van die Verweerder se 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, Wonderboom, voor die verkoping ter insae sal lê:

Erf 936, Soshanguve DD-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 840 (agthonderd-en-veertig) vierkante meter en gehou kragtens Akte van Transport T13151/93, ook bekend as 936 Blok D, Soshanguve.

Verbeterings nie gewaarborg nie: Staandak woonhuis met sitkamer, drie slaapkamers, badkamer en kombuis.

Sonering: Residensieel.

Terme: 10% (tien persent) van die koopprys op die dag van die verkoping en die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank, bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Balju verskaf moet word.

Gedateer te Pretoria op hierdie 9de dag van Augustus 1994.

A. S. Schempers, vir Weavind & Weavind Ing., Prokureur vir Eiser, Derde Verdieping, Nedbankgebou, Andriesstraat 200, Pretoria. (Verw. A. S. Schempers/RP/N20521.)

Case 4232/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Godfrey Chidi Mononyane,** First Defendant, and **Sebako Queen Mononyane,** 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 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 15 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, prior to the sale:

All right, title and interest in the leasehold in respect of Site 6874, Saulsville Township, Registration Division JR, Transvaal, measuring 208 (two hundred and eight) square metres, held by certificate of registered Grant of Leasehold TL30072/90, and subject to the conditions therein contained.

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

Dwelling consists of: Lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

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

Dated at Pretoria this 17th day of August 1994.

E. M. Eybers, for Adams and Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S349/93.)

Case 1498/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Solomon Khazi Mashiane,** First Defendant, and **Ntombizodwa Roslina Mashiane,** 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 at the Sheriff's Office, Wonderboom, at Portion 83, De Onderstepoort, north of Sasko Mills, Old Warmbaths Road, Bon Accord, on Friday, 30 September 1994 at 11:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort, north of Sasko Mills, Old Warmbaths Road, Bon Accord:

All right, title and interest in and to the leasehold in respect of Erf 11519, Mamelodi Township, Registration Division JR, Transvaal, measuring 300 (three hundred) square metres, held by Certificate of Registered Grant of Leasehold TL60671/1987, known as 11519 Mamelodi East.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling-house with metal roof and tiled floors, consisting of three bedrooms, bathroom/toilet/wasbasin, lounge, dining-room, kitchen and outside toilet.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this 16th day of August 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. D. Frances/JD HA2422 (A).]

NOTICE OF SALES IN EXECUTION - IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held in front of the main entrance to the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark, on 16 September 1994 at 10:00.

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

Full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, 5 Rietbok Building, Genl. Hertzog Street, Vanderbijlpark, and will be read out prior to the sale.

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

1. **Case No. 12167/94** (File Ref. Mr Du Plooy/GT1723).

Execution Debtors: **Qobela Johannes Tsotetsi** and **Seponono Andronica Tsotetsi.**

Property: All the right, title and interest to the leasehold in respect of: Stand 14828, Sebokeng Unit 11 Township, Registration Division QI, Transvaal, measuring 260 square metres, held by virtue of Certificate of Registered Grant of Leasehold 55838/87.

Improvements: Single-storey three bedrooms, kitchen, lounge and bathroom.

2. **Case No. 12169/94** (File Ref. Mr Du Plooy/GT1721).

Execution Debtor: **Mpinyane Jacob Thabe.**

Property: Portion 3 of Erf 82, Evaton Small Farms Township, Registration Division IQ, Transvaal, measuring 448 square metres, held by virtue of Deed of Transfer T3708/92.

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

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

Case 13473/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Frank Peter van Aswegen,** First Defendant, and **Magdalena van Aswegen,** Second 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 23 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: Erf 1472, Middelburg Extension 4 Township, Registration Division JS, Transvaal, measuring 1 487 square metres, held by virtue of Deed of Transfer T99877/93, known as 18 Mimosa 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/GT1751.)

Case 80785/93
PH 125

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

In the matter between **Body Corporate of Hermanna Court,** Plaintiff, and **M. P. Mogoboya,** Defendant

Pursuant to a judgment granted by the above Honourable Court on 3 September 1993 and a warrant of execution dated 22 September 1993, a sale with a reserve price of R39 539,93 will be held in front of the Court-house, Fox Street, Johannesburg, on Friday, 9 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff of the Court, Johannesburg North/Central, 131 Marshall Street, Johannesburg:

Certain Flat 3, Section 3, Hermanna Court, measuring 92 (ninety-two) square metres, held under Deed of Transfer ST1388/1993, situated at 13 Paul Nel Street, Hillbrow, Johannesburg.

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

Main building: Flat 3, Section 3, Hermanna Court.

Terms:

1. 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 the sale.

2. Auctioneer's charges payable on the day of the sale shall be calculated at 4% (four per cent) on the proceeds of the sale, subject to a minimum charge of R50 (fifty rand).

Dated at Johannesburg this 10th day of August 1994.

Silver & Warren, Execution Creditor's Attorneys, Ground Floor, 12 Baker Street, Rosebank, Johannesburg; P.O. Box 47153, Parklands, 2121. (Tel. 880-1174.) (Ref. Ms J. E. Sutton/B55.)

Case 94647/93
PH 125

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

In the matter between **Body Corporate of Medelin Court,** Plaintiff, and **Mr J. Isaacs,** Defendant

Pursuant to a judgment granted by the above Honourable Court, on 17 November 1994, and a warrant of execution dated 3 December 1993, a sale without reserve will be held at the Johannesburg Magistrate's Court, Fox Street-entrance, Johannesburg, on Friday, 9 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff of the Court, Johannesburg North/Central, 131 Marshall Street, Johannesburg:

Certain Section 27, Medelin Court, measuring 71 (seventy-one) square metres, held under Deed of Transfer ST49145/1991, description: Flat 314, Medelin Court, measuring 71 (seventy-one) square metres, situated at 49 Mitchell Street, Berea, Johannesburg.

Terms:

1. 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 acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

2. Auctioneer's charges payable on the day of the sale shall be calculated at 4% (four per cent) on the proceeds of the sale, subject to a minimum charge of R50 (fifty rand).

Dated at Johannesburg on this the 4th day of August 1994.

Silver & Warren, Execution Creditor's Attorneys, Ground Floor, 12 Baker Street, Rosebank, Johannesburg; P.O. Box 47153, Parklands, 2121. (Tel. 880-1174.) (Ref. Ms J. E. Sutton/B32.)

Saak 4896/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedbank,** 'n afdeling van Nedcor, Eiser, en **C K Car Sales BK,** Eerste Verweerder, **Cliffor Dudley Kichenbrand,** Tweede Verweerder, **Mavis Joyce Rademan,** Derde Verweerder, en **Johannes Frederik Rademan,** Vierde Verweerder

Ter uitwinning van 'n vonnis van die bogemelde Agbare Hof op 28 April 1994, sal 'n verkoping sonder 'n reserweprys gehou word te Landdroskantoor, Vierde Straat, Naboomspruit, op 16 September 1994 om 10:00, van die ondervermelde eiendom, onderworpe aan die voorwaardes wat deur die Balju, gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Potgietersrus, Eerste Verdieping, Munpengebou, Voortrekkerstraat 80, Potgietersrus, ter insae lê:

Eiendom: Erf 701, Naboomspruit dorp, Registrasieafdeling KR, Transvaal, groot 1 983 vierkante meter, gehou deur Derde en Vierde Verweerders, kragtens Akte van Transport T36609/85.

Die volgende besonderhede word verstrek maar nie gewaarborg nie:

Bestaande uit 'n woonhuis met plat sinkdak wat bestaan uit sitkamer, eetkamer, kombuis, gesinskamer, vier slaapkamers, twee volledige badkamers met voor- en agterstoep. Buitegeboue bestaan uit dubbel toesluitmotorhuis, stoorkamer, bediendekamer en toilet. Die eiendom beskik oor 'n boorgat maar wat nie toegerus is nie. Twee slaapkamers beskik oor ingeboude kaste en vloerbedekking bestaan uit muur tot muur mat met Novilon in die kombuis en badkamers. Die eiendom beskik oor skermmure aan drie grense.

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 30 (dertig) dae vanaf datum van die verkoping aan die Balju verskaf word.

Van der Merwe & Ferreira, Nicolsonhuis, Grondvlak, Momentumpark, Nicolsonstraat, Brooklyn. (Verw. J. van Wyk/HY.)

Case 8882/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Maryann Margaret Coetzee,** 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, 16 September 1994 at 11:00:

Erf 1680, in the Township of The Orchards Extension 11, Registration Division JR, Transvaal, measuring 800 square metres, known as 113 Hulton Street, The Orchards Extension 11.

Particulars are not guaranteed.

Dwelling-house: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, patio and single garage.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheir, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-397554(341754)/JAA/M. Oliphant.]

Case 7883/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Raymond Leslie Aukett,** First Defendant, and **Jacomina Frederika Aukett,** Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 15 September 1994 at 10:00:

Portion 28 of Erf 157 in the Township Booysens (Pta), Registration Division JR, Transvaal, measuring 774 (seven hundred and seventy-four) square metres.

Known as 1183 Van der Hoff Road, Booysens, Pretoria.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, staff room, garage and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindal Inc. (Tel. 328-6770 x313.) (Ref. N1/B-397600/JAA/M Oliphant.)

Case 4440/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Christiaan Francois du Plessis,** Defendant

A sale in execution will be held on Friday, 16 September 1994 at 10:00, by the Sheriff for Rustenburg at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, of:

Portion 62 of Portion 14, Boekenhoutfontein 260, Registration Division JQ, Transvaal, in extent 23,9829 (twenty-three comma nine eight two nine) hectares.

Known as Portion 62 of Portion 14, Boekenhoutfontein 260 (drive from Rustenburg on the Boshoek road turn left to the property plus minus 9 (nine) kilometres from the Sun City turn-off).

Particulars are not guaranteed:

Dwelling with entrance hall, lounge, dining-room, kitchen, four bedrooms and two bathrooms.

Inspect conditions at the Sheriff, Rustenburg, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401357/JAA/J S Herbst.)

Saak 15954/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Moss Grace Thandiwe,** Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 15 September 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 74 soos getoon en vollediger beskryf op Deelplan SS22/85 in die skema bekend as Monterey ten opsigte van die grond en gebou of geboue geleë te Berea-dorpsgebied, Plaaslike Owerheid van Johannesburg, waarvan die vloeroppervlakte 71 (een-en-sewentig) vierkante meter groot is.

Ook bekend as Woonstel 114, Monterey, Lilylaan, Berea.

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

Woonstel met sitkamer, slaapkamer, badkamer/toilet en kombuis.

Gedateer die 18de Augustus 1994.

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

Saak 38173/87

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede,** Eiser, en **B. Goss,** Eerste Verweerder, **S. Schalowitz,** Tweede Verweerder, **E.Tannenbaum,** Derde Verweerder, **E. Tannenbaum,** Vierde Verweerder, en **W. Tannenbaum,** Vyfde Verweerder

Erf 440, geleë in Ironsyde, I.Q., groot 1 962 (eenduisend negehonderd twee-en-sestig) vierkante meter, geleë te hoek van Johannesburg en Hargstraat, Ironsyde.

T10418/56, Eksekusieveiling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 30 September 1994 om 10:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en 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, Vereeniging, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 (veertien) 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 18de dag van Augustus 1994.

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

Saak 7227/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Jacobus Johannes Helm,** Eerste Verweerder, en **Elize Helm,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 29 Junie 1994, sal die ondervermelde eiendom op Vrydag, 16 September 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Erf 202, geleë in die dorp Boetrand, Registrasieafdeling IP, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter.

Ook bekend as Sabiestraat 48, Randlespark, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

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

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

'n Enkelverdiepingwoning bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer, sitkamer en familiekamer.

Buitegeboue: Motorhuis.

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

Gedateer te Klerksdorp op hierdie 19de dag van Augustus 1994.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanente-gebou, Eerste Verdieping, Posbus 33, Klerksdorp, 3570.

Saak 849/90

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Nymana Investments (Eiendoms) Beperk,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 15 Junie 1990 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor geleë te hoek van Hooge en Retiefstraat, Potgietersrus, aan die hoogste bieër, naamlik:

Erf 1356, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2 977 (tweeduisend negehonderd sewe-en-sewentig) vierkante meter, gehou kragtens Akte van Transport 40958/84.

Die eiendom kan omskryf word soos volg:

Hierdie is 'n onverbeterde Industriële erf en kopers moet hulle self vergewis van die regte wat hierdie eiendom oor beskik.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die Verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping.

Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoop gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Potgietersrus, Voortrekkerweg 5, Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedoen en geteken te Potgietersrus hierdie 12de dag van Augustus 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35, Posbus 854, Potgietersrus, 0600. [Verw. CVDW/P(79).]

Saak 36/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Latieb Property Investments (Eiendoms) Beperk,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros, Potgietersrus, toegestaan het op 11 Mei 1993 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieër naamlik:

Erf 1360, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2 975 (tweeduisend negehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T25022/1985, en Erf 1371, geleë in die dorp Piet Potgietersrust-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2 975 (tweeduisend negehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T25022/1985.

Die eiendom kan omskryf word soos volg: Hierdie is onverbeterde Industriële erwe en kopers moet hulle self vergewis van die regte wat hierdie eiendom oor beskik.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoop gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Potgietersrus, Voortrekkerweg 5, Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedoen en geteken te Potgietersrus hierdie 11de dag van Augustus 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35; Posbus 854, Potgietersrus, 0600. (Verw. CVDW/P498.)

Saak 2307/90

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Enbee Property (Edms.) Bpk.,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros, Potgietersrus, toegestaan het op 14 Junie 1991 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieër naamlik:

Erf 1317, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2 977 (tweeduisend negehonderd sewe-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T24640/1985.

Die eiendom kan omskryf word soos volg: Hierdie is onverbeterde Industriële erf en kopers moet hulle self vergewis van die regte wat hierdie eiendom oor beskik.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoop gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Potgietersrus, Voortrekkerweg 5, Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedoen en geteken te Potgietersrus hierdie 12de dag van Augustus 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35; Posbus 854, Potgietersrus, 0600. (Verw. CVDW/P276.)

Saak 1972/90

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Ayob Abdul Razak,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros, Potgietersrus, toegestaan het op 23 Oktober 1990 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieër naamlik:

Erf 1370, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2 975 (tweeduisend negehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T47901/85.

Die eiendom kan omskryf word soos volg: Hierdie is 'n onverbeterde Industriële erf en kopers moet hulle self vergewis van die regte wat hierdie eiendom oor beskik.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank-of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoop gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Potgietersrus, Voortrekkerweg 5, Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedoen en geteken te Potgietersrus hierdie 15de dag van Augustus 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35; Posbus 854, Potgietersrus, 0600. (Verw. CVDW/P278.)

Saak 1277/91

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Potayob (Edms.) Bpk,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros, Potgietersrus, toegestaan het op 20 Augustus 1991 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieër naamlik:

Erf 1354, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2 957 (tweeduisend negehonderd sewe-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T39052/1985.

Die eiendom kan omskryf word soos volg: Hierdie is 'n onverbeterde Industriële erf en kopers moet hulle self vergewis van die regte wat hierdie eiendom oor beskik.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoop gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Potgietersrus, Voortrekkerweg 5, Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedoen en geteken te Potgietersrus hierdie 15de dag van Augustus 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35; Posbus 854, Potgietersrus, 0600. (Verw. CVDW/P415.)

Case 33680/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Greeff, Christian Lourens Gerhardus,** First Defendant, and **Greeff, Lourika,** Second Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the offices of the Sheriff, Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 9 September 1994 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Portion 12, of Erf 200, Witfield Township, Registration Division IR, Transvaal, measuring 1 365 (one thousand three hundred and sixty-five) square metres, held by Deed of Transfer T35374/1989, situated at 45 Pitout Street, Ravensklip, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the date of sale, to be calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Karolia–Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.778.)

Case 4214/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Ngcongwane, Jeremiah,** First Defendant, and **Tshabalala, Hlamalani Constance,** Second Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 9 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Erf 3369, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, measuring 808 (eight hundred and eight) square metres, held by Deed of Transfer T38425/93, situated at 3369 Titanum Migson Manor, Lenasia South.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the date of sale, to be calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Karolia–Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.630.)

Case 12009/88

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

In the matter between **First National Bank of S.A. Limited,** Plaintiff, and **Mrs Constance Powell,** Defendant

In pursuance of a judgment of the above Honourable Court dated 27 January 1989, the following property will be sold in execution on Monday, 19 Sepember 1994 at 10:00, at the Germiston Sheriff's Office, Du Pisane Building, 72 Joubert Street, Germiston, to the highest bidder:

Erf 532, Albermarle Extension 2 Township, Registration Division IR, Transvaal, measuring 1 140 (one thousand one hundred and forty) square meres, also known as 34 Vogelman Street, Albermarle Extension 2, Germiston.

Comprising dining-roon, lounge, three bedrooms, two bathrooms, two toilets, two garages, residence under tiles and property is fenced.

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

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Germiston, immediately prior to the sale may be inspected at his offices at Du Pisanie Building, 72 Joubert Street, Germiston, or at the offices of M. Levine and Freedman 201-5 United Building, 177 President Street, Germiston.

Dated at Germiston on this the 5th day of August 1994.

A. L. Freedman, for M. Levine & Freedman, Plaintiff's Attorneys, 201-5 United Building, 177 President Street; P.O. Box 289, Germiston (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/347 (G).]

Case 106139/93
PH 28

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

In the matter between **Body Corporate Sensator Towers,** Plaintiff, and **Brian Gule International CC,** Defendant

On 9 September 1994 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 51, Senator Towers, Johannesburg Township, Local Authority Johannesburg, also known as 702 Senator Towers, 25 Hancock Street, Joubert Park, Johannesburg, measuring 78 (seventy-eight) square metres.

Improvements: (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, enclosed balcony, kitchen, bathroom, toilet, lounge and dining-room combined (hereinafter called the property).

The material conditions of sale are:

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

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per cent) per annum, or if the claim of Nedperm Limited exceeds the price, interest amounting to the same as interest at that rate, on that claim subject to such interest not exceeding the maximum allowed by laws.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other persons/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 Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

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

The conditions of sale may be inspected at the office of the Sheriff of the Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg this 4th day of August 1994.

Mervyn J. Smith, Plaintiff's Attorneys, Suite 3415, 34th Floor, Carlton Centre, Commissioner Street, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 331-2934.)

Case 5278/93

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Anthony Sean Ferries-Scott,** First Defendant, and **Penny-Lee Ferries-Scott,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 8 October 1993, the following property will be sold in execution on Wednesday, 5 October 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

Erf 1258, West Krugersdorp Township, Registration Division IQ, Transvaal, in extent 565 (five hundered and sixty-five) square metres, held by Deed of Transfer T54785/1991, known as 71 Van Wyk Street, West Krugersdorp, upon which is erected a private dwelling constructed of brick and plaster with a corrugated iron roof comprising kitchen, lounge, dining-room, three bedrooms, bathroom and toilet. The outbuildings consist of a garage, two servants' quarters, toilet, laundry and storeroom.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 cash or a bank-guaranteed cheque in favour of the Sheriff, at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. 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 undermentioned office of the Plaintiff's attorney.

The Plaintiff is willing 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 91613/93
PH 3

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

In the matter between **The Body Corporate of Honeycrest,** Plaintiff, and **Aggrineth Thandekile Sebeko,** Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale of the undermentioned property will be held without reserve in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, on 9 September 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is certain section 40 in the scheme known as Honeycrest situated at Berea Township, Local Authority Johannesburg, measuring 40 (forty) square metres, situated at 312 Honeycrest, 86 Honey Street, Berea, Johannesburg, held by Certificate of Registered Sectional Title ST6305/1993.

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

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 as 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 9th day of August 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/U00834.)

Case 4740/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Arumugam Gounden,** First Defendant, married in community of property to **Parvathy Gounden,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 20 June 1991 and writ of execution dated 17 January 1994, the following property will be sold in execution on Wednesday, 14 September 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 861, Palm Ridge Township, Registration Division IR, Transvaal, measuring 805 square metres, held by Deed of Transfer T67400/1990 dated 1990-10-12.

Street address: 80 Celtis Street, Palm Ridge, Germiston.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

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

Outbuildings: None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 18,5% (eighteen comma five per centum) payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 15th day of August 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 3592/94
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 **Shaw Christopher Gordon,** 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 1 of Erf 137, President Park Township, Registration Division IR, Transvaal, measuring 8 565 m^2, held by the Defendant under Deed of Transfer T86170/1989, being Portion 1 of 137 Steyn Road, President Road, President Park Agricultural Holdings.

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

The dwelling consists of entrance hall, lounge, family room, dining-room, two bedrooms, bathroom/w.c./shower and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91815/Ms Isola/ab.)

Case 1337/94
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 **Cerritelli Franco,** First Defendant, and **Antonopoulo Linda,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court 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 1009, Bezuidenhout Valley Township, Registration Division IQ, Transvaal, measuring 495 m^2, held by the Defendants under Deed of Transfer T9597/1993, being 128 and 128A Broadway Street, Bezuidenhout Valley.

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

The dwelling consists of lounge, four bedrooms, two bathrooms/w.c., kitchen, double garage, carport, two servants' rooms and two outside w.c.s'.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91240/Ms Isola/ab.)

Case 24963/94
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 **Reevell, Kenneth,** First Defendant, and **Reevell, Christine,** Second Defendant

In Execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 570, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 000 m^2, held by the Defendants under Deed of Transfer T59159/1992, being 88 Rae Frankel Street, Brackendowns.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, patio and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76111/Ms. Isola/ab.)

Case 28760/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Buys, Jan Dirk,** First Defendant, **Buys, Bernhardus Roedolf,** Second Defendant, and **Buys, Margrietha Aletta,** 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 the Magistrate's Court's Office, Van Riebeeck Street, Westonaria, on Friday, 23 September 1994 at 10:00, 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 841, Westonaria Township, Registration Division IQ, Transvaal, measuring 1 846 m^2, held by the Defendants under Deed of Transfer T27685/91, being 38 Briggs Street, Westonaria.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, 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 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 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77683/FCLS/Mr. Brewer/lp.)

Case 9825/94
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 **Van Melsen, Christopher 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 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, 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, Randburg at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 13 of Erf 555, Bassalt Place, Jukskeipark, Randburg, measuring 1 241 m^2, held by the Defendant under Deed of Transfer T18189/1992, being Portion 13 of Erf 555, Bassalt Place, Jukskeipark, Randburg.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., w.c./shower, kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg 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. Z65189/Ms. Isola/ab.)

Case 17253/93
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 **Tenner, Willem Jacobus,** First Defendant, and **Tenner, Sonja Henriette,** 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 Fourth Floor, Standard Bank Chambers, President Street, Germiston, 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Erf 1438, Primrose Township, Registration Division IR, Transvaal, measuring 991 square metres, held by the Defendants under Deed of Transfer T14131/92, being 10 Lemon Road, Primrose, Germiston.

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, single garage, store-room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand. Minimum charges R200 (two hundred rand).

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

Routledges, Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72169/Mr Preiss/kw.)

Case 20660/91
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Diogo, Jorge Manuel Anatole Marques Rodrigues,** 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, 22 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 341, The Hill Extension 1, Township, Registration Division IR, Transvaal, measuring 811 (eight hundred and eleven) square metres, held by the Defendant under Deed of Transfer T6682/90, being 46 Third Avenue, The Hill Extension 1, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms, separate w.c., kitchen, single garage, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand. Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 4th day of August 1994.

Routledges, Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z26157/Ms Isola/cvdn.)

Case 29369/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Kitching, Melanie Lylette Hazel,** 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 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:

Holding 23, Garthdale Agricultrual Holding, Registration Division IR, Transvaal, measuring 2,1414 hectares, held by the Defendant under Deed of Transfer T74400/92, being Plot 23, Garthdale, Klipriver.

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

The dwelling consists of lounge, dining-room, family room, bathroom/w.c., separate w.c., kitchen scullery, four bedrooms and four 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 on this the 28th day of July 1994.

Routledges, Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77798/Ms Isola/hs.)

Case 3575/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bosch, Gert Jacobus Gabriel,** First Defendant, and **Bosch, Hester Elizabeth Johanna,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 13 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1877, Mayberry Park Township, Registration Division IR, Transvaal, measuring 880 m^2, held by the Defendants under Deed of Transfer T8349/93, being 73 Delphinium Street, Mayberry Park, Alberton.

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, seperate 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 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 28th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91379/Ms Isola/hs.)

Case 14009/91
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Julies, Adam Hendrik,** First Defendant, and **Julies, Rose Mary Catherine Elizabeth,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 22 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 784, Eldoradopark Township, Registration Division IQ, Transvaal, measuring 396 m^2, held by the Defendants under Deed of Transfer T29725/89, being 59 Silver Street, Eldoradopark, Kliptown, Johannesburg.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c., and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg 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. Z23271/Ms Isola/cvdn.)

Case 02432/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mtshali, Thembi Heavygale,** 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 Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 117, South Kensington Township, Registration Division IR, Transvaal, measuring 495 m^2, held by the Defendant under Deed of Transfer T29956/92, being 159 Queens Street, Kensington, Johannesburg.

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

The dwelling consists of entrance hall, lounge, three bedrooms, dining-room, kitchen, laundry, w.c., bathroom/w.c., servant's room/w.c., 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.

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 28th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90795/Ms Isola/plr.)

Case 11776/94
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 **Byrne, Joseph Michael,** First Defendant, and **Byrne, Michele,** Second Defendant

In Execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 20 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1332, Brackenhurst Extension 1 Township, Registration Division IR, Transvaal, measuring 1 487 m^2, held by the Defendants under Deed of Transfer T26900/1990, being 12 Hermina Street, Brackenhurst Extension 1.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., separate w.c., kitchen, dressing room, two garages and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg 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. Z73006/Ms. Isola/cvdn.)

Case 22617/93
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 **Monone, Seitsiro Johanne,** First Defendant, and **Monone, Theulethu Alinah,** 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, 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 357, Zone 6 Extension 1 Sebokeng Township, Registstration Division IQ, Transvaal, measuring 317 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL56411/1987, being 357 Zone 6 Extension 1, Sebokeng.

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

The dwelling consists of lounge, two bedrooms, kitchen and bathroom/w.c.

Terms: 10% (ten per 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 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z46453/FCLS/Mr. Brewer/djl.)

Case 3140/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mzobe, Nhlanhla Christopher,** Defendant

In Execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp on Wednesday, 21 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 Erf 12246, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 408 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL35230/88, being 12246 Kagiso Extension 6, Krugersdorp.

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

The dwelling consists of lounge, three bedrooms, bathrooms/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 2nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92162/FCLS/Mr. Brewer/lp.)

Case 4045/94
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 **Laboff, Charles Vernon,** First Defendant, and **Laboff, Magdeline Caroline,** 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, 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, Westonaria at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 3227, Westonaria Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 238 m^2, held by the Defendants under Deed of Transfer T237/1989, being 7 Galaxie Street, Westonaria.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, two bathrooms/w.c., laundry, 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 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 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92880/FCLS/Mr. Brewer/djl.)

Case 5647/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Visser, Jan Louis Johannes,** Defendant

In Execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 21 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:

Erf 3382, Noordheuwel Extension 4 Township, Registration Division IQ, Transvaal, measuring 943 m², held by the Defendant under Deed of Transfer T19597/1993, being 11 Howell Street, Noordheuwel Extension 4, Krugersdorp:

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

The dwelling consists of lounge, dining-room, three bedrooms, bathrooms/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 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 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93309/FCLS/Mr. Brewer/djl.)

Case 25348/93
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 **Anvar Suliman Aswat,** 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 Office, 61B Schweizer Street, Schweizer Reneke, on Friday, 16 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 Sheriff's Office, 61B Schweizer Street, Schweizer Reneke, and at the Magistrate's Court, Botha Street, Schweizer Reneke:

Erf 770, Schweizer Reneke Extension 9 Township, Registration Division IQ, Transvaal, measuring 1 144 m², held by the Defendant under Deed of Transfer T13934/1993, being 3 Palm Street, Roshenville, Schweizer Reneke:

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, four bedrooms, bathrooms/w.c., kitchen, scullery, double garage, servant's room, shower/w.c. and carport. *The granny flat consist of:* Lounge, bedroom, and bathroom/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 on this the 10th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74588/FCLS/Mr. Brewer/djl.)

Case 1317/94
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 **Ellis, Patrick John,** First Defendant, and **Ellis, Penelope Ann,** Second Defendant

In Execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 23 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 1864, Weltevreden Park Extension 9 Township, Registration Division IQ, Transvaal, measuring 1 605 m^2, held by the Defendants under Deed of Transfer T10763/1991, being 22 Wildebraam Street, Weltevreden Park Extension 9.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., w.c./bath/shower, kitchen, scullery, bar, w.c., two garages, servant's room, outside w.c./shower, swimming-pool, jacuzzi and thatched lapa.

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 5th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91256/Ms. Isola/cvdn.)

Saak 3321/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Motsepe Orrack Chabangu,** Eerste Eksekusieskuldenaar, en **Nombuyiselo Gloria Chabangu,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Alberton, op 14 September 1994 om 10:00, te Du Plessisweg 4, Johriahof, Florentia, 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 174, Roodebult-dorpsgebied, Registrasieafdeling IR, Transvaal. *Transportaktenommer:* Gehou onder Titelakte T7075/92, grootte 709 (sewehonderd-en-nege) vierkante meter, ook bekend as Pruimbosstraat 8, Roodebult, Alberton.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, kombuis, twee toilette, twee motorhuise en swembad. Eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die voorgenome 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 15de dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UA98.)

Saak 6053/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Kenneth Martin,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Alberton, op 14 September 1994 om 10:00, te Du Plessisweg 4, Johriahof, Florentia, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 95, Roodebult-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportaktenommer gehou onder Titelakte T44425/90, grootte 709 (sewehonderd en nege) vierkante meter, ook bekend as Camelthornweg 81, Roodebult, Alberton.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, badkamer, drie slaapkamers, kombuis, toilet en motorhuis. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 15de 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/AG33.)

Saak 1645/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **Tyrone Arnold Jones,** 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, 16 September 1994 om 10:00, deur die Balju vir die Hooggeregshof, Potchefstroom, gehou by hoofingang van die Landdroskantoor, Van Riebeeckstraat, Potchefstroom, aan die hoogste bieder:

Erf 1060, Promosa-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 308 (driehonderd en agt) vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T23150/90, onderhewig aan die voorwaardes daarin vermeld en meer in besonder tot die voorbehoud van minerale regte.

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

Straatadres: Heylstraat 19, Promosa, Potchefstroom.

Verbeterings: Woonhuis met teëldak bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en motorafdak.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Potchefstroom onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Potchefstroom, Kerkstraat 195, Potchefstroom.

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

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SD59/RE.)

Saak 603/91

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Pot-Industrial Investments (Pty) Ltd,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros, Potgietersrus, toegestaan het op 30 Augustus 1991, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor, geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieër naamlik:

Erf 1358, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 3 623 (drieduisend seshonderd drie-en-twintig) vierkante meter, gehou kragtens Akte van Transport 39053/1985.

Die eiendom kan omskryf word soos volg: Hierdie is 'n onverbeterde industriële erf en kopers moet hulle self vergewis van die regte wat hierdie eiendom oor beskik.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoop gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Potgietersrus, Voortrekkerweg 5, Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedoen en geteken te Potgietersrus hierdie 15de dag van Augustus 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35, Posbus 854, Potgietersrus, 0600. (Verw. CVDW/P332.)

Saak 4240/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk,** Eiser, en **Michael Cornelies Behr,** Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Eiendom Erf 135, Kenmare-dorpsgebied, Registrasieafdeling IQ, Transvaal, ligging Willoughbystraat 91, Kenmare, Krugersdorp, in eksekusie verkoop op 14 September 1994 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockerse-straat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieër onderhewig aan die Landdroshofwet, verkoop-voorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

Case 8057/90

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Patrick Mark Khan,** Defendant

A sale in execution of the property described hereunder will take place on 14 September 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 705, Palmridge Township, Registration Division IR, Transvaal, measuring 805 (eight hundred and five) square metres, property also known as 47 Hawthorn Avenue, Palmridge, District of Alberton, comprising brick walls, tiled roof, three bedrooms, lounge, dining-room, kitchen, two bathrooms/toilet, brick walling and covered stoep.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 18370/KD/PT.)

Saak 785/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen **Eagle High Saw Mills (Edms.) Bpk.,** Eiser, en **Dan D'Agrella,** Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 4 Mei 1993 sal die ondergenoemde eiendom in eksekusie verkoop word op Vrydag, 16 September 1994 om 10:00, te die Landdroskantoor, Fochville, aan die hoogste bieër:

Een onverdeelde derde aandeel van Erf 714, beter bekend as Kruisstraat 3, Fochville, Registrasieafdeling IQ, Transvaal, groot 994 (negehonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T55504/86.

Verkoopvoorwaardes:

1. Die eiendom word verkoop sonder reserwe aan die hoogste bieër en verder onderhewig aan die bepaling van die Landdroshofwet en reëls en terme daarvan uitgevaardig, asook die bepalings van die transportakte in soverre dit van toepassing mag wees.

2. Daar is geen verbeterings op die eiendom aangebring nie.

Betaling: Die koopprys sal soos volg betaalbaar wees: 10% (tien persent) van die koopprys by ondertekening van die verkoopvoorwaardes. Die onbetaalde saldo plus rente daarop vanaf datum van verkoping tot datum van betaling van die saldo van die koopprys binne 14 dae betaalbaar of gewaarborg te word by wyse van 'n goedgekeurde bank- of bouvereniging-waarborg.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes wat op die dag van die verkoping deur die Balju uitgelees sal word mag by die Balju se kantore te Vyfdestraat 71, Fochville en/of die Eiser se prokureurs, Oosthuizen & Roeland, Presidentstraat 51, Fochville, nagegaan word.

Geteken te Fochville op die 18de dag van Augustus 1994.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Presidentstraat 51, Fochville, 2515. (Verw. PPO/AVB/A10084.)

Saak 7240/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (51/00009/06), Eiser, en **David Khutlisi Rakosa,** Eerste Verweerder, en **Esther Rakosa,** Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 24 Junie 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, 16 September 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 61832 in die dorpsgebied Sebokeng-uitbreiding 17, Registrasieafdeling IQ, Transvaal, groot 338 (driehonderd agt-en-dertig) vierkante meter.

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

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

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 15de dag van Augustus 1994.

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

Case 17935/93
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Sokuyekwa, Boyboy James,** First Defendant, and **Sokuyekwa, Nomvula,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 13 September 1994 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Eaton Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 1360, Spruitview Extension 1, Registration Division IR, Transvaal, held under Deed of Transfer T1581/89, situated at 1360 T. A. Nkosi Crescent, Spruitview Extension 1, Katlehong.

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

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

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

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

Dated at Johannesburg on this the 5th day of May 1994.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg, 2000. (Tel. 333-3521.) (Fax. 333-2103.)

Saak 25144/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **Graslam Boerderye CC,** Eerste Verweerder, en **Erich Nockler,** 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 11:00, deur die Balju vir die Hooggeregshof, Cullinan, gehou by die Landdroskantore, Cullinan-Raytonpad, Cullinan, aan die hoogste bieder:

Gedeelte 38 (Tandem), van plaas Kleinfontein 368, Registrasieafdeling JR, Transvaal, groot 215,3170 (twee een vyf komma drie een sewe nul) hektaar, gehou kragtens Akte van Transport T6058/88, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Gedeelte 38 (Tandem), van plaas Kleinfontein 368.

Verbeteringe: Plaas met een moderne klinkerwoonhuis met vier slaapkamers, drie badkamers, sitkamer, eetkamer, TV kamer, woonkamer, kombuis, spens, opwaskamer, kantoor, ondervloerse verhitting, woonstel met twee slaapkamers en badkamer, motorhuis, vleiskamer en stoor, koelkamer, bediendekamer, swembad, verskeie buitegeboue en store, elf toegeruste boorgate, drie betondamme, opgaardam, natuurlike weiding verdeel in agt kampe.

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 Hooggeregshof van Cullinan, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Cullinan, Cornelisstraat 41, Bronkhorstspruit.

Geteken te Pretoria op die 19de dag van Augustus 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S886/RE.)

Case 697/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (formerly Allied Building Society Limited), Plaintiff, and **Sankoto John Makorobo,** Defendant

In pursuance of a warrant of execution dated 16 May 1994, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 7 September 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 1607, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, held by the mortgagor under Certificate of Right of Leasehold TL29054/1990, situated at 1607 Etwatwa Extension 2.

Improvements: Single storey under tile, two bedrooms, bathroom/w.c., lounge/dining-room and kitchen.

Terms and conditions:

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

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

M. M. Weiner, First Floor, C.J.S. Centre, 80 Woburn Avenue, P.O. Box 661, Benoni. (Tel. 421-6101.)

Case 667/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (formerly Allied Building Society Limited), Plaintiff, and **Zachria Johannes Ntshabele,** Defendant

In pursuance of a warrant of execution dated 14 July 1994, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 7 September 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 5735, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, held by the mortgagor under Certificate of Right of Leasehold TL38852/1990, situated at 5735 Etwatwa Extension 3.

Improvements: Single storey under tile, two bedrooms, bathroom/w.c., lounge/dining-room and kitchen.

Terms and conditions:

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

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

M. M. Weiner, First Floor, C.J.S. Centre, 80 Woburn Avenue, P.O. Box 661, Benoni. (Tel. 421-6101.)

Case 22574/93
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bernardo, Jeremy James,** 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, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drive, Randburg, on Tuesday, 13 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain unit comprising Section 16 and its undivided share in the common property in the Bush Hill Village sectional title scheme, area 91 (ninety-one) square metres, situation Unit 16, Flat 3, Bush Hill Village, Avocet Close, Bromhof Extension 33.

Improvements (not guaranteed): A flat consisting of two bedrooms, bathroom, kitchen, lounge/dining-room, carport, swimming-pool, with pre-cast and 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 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 the 16th 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. ForeclosuresN4:NB141.)

Case 10862/94
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Padacyhey, Basil,** First Defendant, and **Padacyhey, Evelyn Maria,** Second Defendant

In execution of a judgment 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, Pollock Street, Magistrate's Court, Randfontein, on Friday, 16 September 1994 at 14:15, 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 421, Toekomsrus Township, Registration Division IQ, Transvaal, area 402 (four hundred and two) square metres, situation 421 Diamant Street, Toekomsrus.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage with wire fence around property.

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

Dated at Johannesburg on the 16th 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. ForeclosuresN140:NC188.)

Case 10054/93

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Letsielo David Tsokotsane,** First Defendant, and **Dorah Jabile Tsokotsane,** 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 14 September 1994 at 11:00, at the Sheriff's Office, First Floor, Lastinda Building, Lisbon Street, Evander:

Erf 5553, Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 294 square metres, held by the First and Second Defendants under Deed of Transfer TL82553/91, situated at 5553 Embalenhle Extension 9.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of two bedrooms, bathroom, toilet and wash hand basin, lounge and kitchen.

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 sale.

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365471/as.)

Case 7579/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Stephens Skhumbuzo Msiza,** 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 reserve will be sold in execution to the highest bidder, to be held on 16 September 1994 at 10:00, at the Ekangala, Magistrate's Office, Ekangala:

Erf 3882, situated in the Township of Ekangala, in the District of Mkobola, measuring 380 square metres, held by the Defendant under Deed of Grant T216/91, situated at 3882 Ekangala D.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of three bedrooms, bathroom with wash hand basin, toilet, entrance hall, lounge, dining-room and kitchen. Property is fenced with wire.

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, Mkobola.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. 365436/as.)

Saak 53859/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **O K Bazaars (1929) Ltd,** Eksekusieskuldeiser, en **A. M. Smit,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 31 Augustus 1993, sal die onderstaande eiendom op 15 September 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 3 van Erf 1732, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, bekend as Schuttestraat 119, Pretoria.

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

Verbandhouer(s): Eerste Nasionale Bank, Kerkplein, Pretoria.

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

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

Gedateer te Pretoria op hede die 19de dag van Augustus 1994.

Stegmanns, Eiser se Prokureurs, Nedbankgebou, Sesde Verdieping, hoek van Andries- en Kerkstraat, Pretoria. (Verw. G2724/90A/AM.)

Case 13472/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jan Jacobus Veldman,** Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Office, Tautes Avenue, Groblersdal, on Friday, 23 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Groblersdal, at 1 Bank Street, Groblersdal.

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

Property: Remaining extent of Portion 10 (a portion of Portion 4) of the Farm Haardoorndraai 169, Registration Division JS, Transvaal.

Improvements: Single storey, four bedrooms, kitchen, lounge, two bathrooms, dining-room, garage and carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1754.)

Case 11932/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mokgadi Elizabeth Tsita,** Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Landdros Mare Street, Pietersburg, on Friday, 23 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pietersburg, at 56A Bok Street, Pietersburg.

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

Property: Portion 1 of Erf 260, in the Township of Annadale, Registration Division LS, Transvaal (known as 11 Pietersburg Street, Ladanna, Pietersburg).

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1710.)

Saak 16345/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eskom Finance Company (Edms.) Bpk.,** Eiser, en **Sipho Herbert Mthombeni,** Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Alberton, te Baljukantoor, Eerste Verdieping, Terracegebou, Eaton Terrace, New Redruth, Alberton, gehou op 13 September 1994 om 10:00, van die volgende eiendom:

Al die reg, titel en belang in die huurpag ten opsigte van Erf 1016 (voorheen Erf 1106), Likole-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 338 (driehonderd agt-en-dertig) vierkante meter, gehou deur Verweerder kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL8601/1990.

Hierdie eiendom is geleë te Standplaas 1016 (voorheen Standplaas 1106), Likole-uitbreiding 1, Transvaal.

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

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

Die volledige verkoopvoorwaardes lê ter insae by die Balju se kantore, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Gedateer te Pretoria op hierdie die 18de dag van Augustus 1994.

Rooth & Wessels, Prokureur vir Eiser, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. N. K. Petzer/lm.)

Case 676/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Albert Kotela Masekela,** First Defendant, and **Martha Moholane Masekela,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 16 September 1994 at 11:00, of the following property:

Erf 25408, Mamelodi Township, Registration Division JR, Transvaal, measuring 386 (three hundred and eighty-six) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL68453/1991.

The property is situated at Stand 25408, Mamelodi, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, dining-room, two bathrooms/toilet and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's offices at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/eg.)

Case 6835/90

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

In the matter between **The Receiver of Revenue,** Plaintiff, and **Wolfgang Kretschmann,** Defendant

Pursuant to a judgment granted by the above Honourable Court dated 7 August 1990, and a warrant of execution, the undermentioned property will be sold on 30 September 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf Portion 19 of Erf 240, Beyers Park, Boksburg, known as 21 Northrand Road, Beyers Park, Boksburg, measuring 2 617 (two thousand six hundred and seventeen) square metres, held under Deed of Transfer T29793/1987.

Improvements: Single-storey dwelling with tiled roof consisting three bedrooms, two bathrooms, lounge, dining-room, kitchen, double garage, pool and servant's room.

(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 10th day of August 1994.

J. Matthee, for Malherbe, Rigg & Ranwell, Attorney for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. Coll/AM/DC/RJ.)

Saak 7305/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **P. J. Kitching,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 30 September 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, op Beaconsfieldlaan 41A, Vereeniging, op 16 September 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode.

Sekere Erf 991-uitbreiding 3, in die voorstad Arconpark, Vereeniging, Registrasieafdeling IQ, Transvaal, groot 992 (negehonderd twee-en-negentig) vierkante meter, ook bekend as Cassialaan 19, Arconpark.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde [minimum R50,00 (vyftig rand)] in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie en twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, United, in wie se guns verbande oor die eiendom geregistreer is.

Geteken op 5 Augustus 1994.

H. van Wyk, vir Snijman & Smuller, Prokureur vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Saak 4885/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Stadsraad van Vereeniging,** Eksekusieskuldeiser, en **G. Karrani,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 13 September 1993, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Vereeniging, op Beaconsfieldlaan 41A, Vereeniging, op 16 September 1994 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode.

Sekere Erf 28, Risiville, in die voorstad Vereeniging, Registrasieafdeling IQ, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as McFarlanestraat 52, Risiville, Vereeniging.

Beskrywing van eiendom: Na bewering is die eiendom in goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde [minimum R50,00 (vyftig rand)] in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23% (drie en twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, NBS in wie se guns verbande oor die eiendom geregistreer is.

Geteken op 9 Augustus 1994.

H. van Wyk, vir Snijman & Smullen, Prokureurs vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mev. Jacobs.)

Case 8411/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Rosch, Michael Werner Franz,** I.D. 4804025041105, 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 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 13 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Randburg, prior to the sale:

Erf 172, Sundowner Extension 2 Township, Registration Division IQ, Transvaal, being 172 Virgo Avenue, Sundowner Extension 2, measuring 1 260 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms, kitchen, single garage, servants' quarters, shower and toilet 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 30 days from the date of sale.

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

Dated at Johannesburg on this the 10th day of August 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 530306.)

Case 10476/94
PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Kevin Michael Fisher,** First Defendant, and **Giorgina Fisher,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held by the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on 8 September 1994 at 10:00, of the undermentioned property, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Description: Portion 1 of Erf 503, La Rochelle Township, Registration Division IR, Transvaal, measuring 304 (three hundred and four) square metres, held under Deed of Transfer T23486/1992, and situated at 59 Forest Street, La Rochelle, District of Johannesburg, zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, although in this respect nothing is guaranteed:

Improvements: A single-storey residential building with brick walls and plastered and corrugated roof, consisting of lounge, kitchen, three bedrooms, bathroom and w.c. Outbuildings consist of double garage and w.c. The boundary has concrete walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay collection commission to the Plaintiff's attorneys at the rate of 10% (ten per cent) on the purchase price bid, subject to a maximum of R100, and further pay all costs and expenses incurred in connection of the sale and transfer of the property including the costs of drawing these conditions with necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant local government ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 17,25% (seventeen comma two five per cent) per annum, with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Conditions: The conditions of sale may be inspected at the office of the Sheriff, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Live Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N82482.)

Case 12976/93

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

In the matter between **Fidelity Bank Limited,** Plaintiff, and **Esmeralda Elizabeth Kock,** Defendant

Pursuant to a judgment granted by the above Honourable Court, the undermentioned property will be sold on 16 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

The complete conditions of sale may be inspected at the office of the Sheriff.

Certain: A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS151/93, in the scheme known as Erf 164, Windmill Park, in respect of of the land and building or buildings situated at Windmill Park Extension 3 Township, in the area of the local authority of Boksburg, of which section the floor area, according to the said sectional plan in 51 (fifty-one) square metres in extent; and

(b) and undivided share in the common property in he scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 243 De Waal Drive, Windmill Park, Boksburg.

Dated on this the 8th day of August 1994.

I. M. Hutchesson, Suite 101, CJS Centre, 80 Woburn Avenue, Benoni. (Tel. 422-2934/5.)

Case 801/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Niekerk, Louis Cornelius,** I.D. 600727 5083086, First Defendant, and **Van Niekerk, Christina Magdalena Johanna,** I.D. 5808270079008, 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 131 Marshall Street, Johannesburg, on Thursday, 15 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erf 445, Vrededorp Township, Registration Division IR, Transvaal, being 42 Sixth Street, Vrededorp, Johannesburg, measuring 248 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of lounge, three bedrooms, bathroom and kitchen.

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

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

Dated at Johannesburg on this the 3rd day of August 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 519778.)

Saak 20708/93
PH 456

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Shepstone, Veronica May Cecilia,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping, sonder 'n reserwe prys, gehou word te kantore van die Balju, Germiston, op 15 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Vierde Verdieping, Standard Bankgebou, Presidentstraat 247, Germiston, voor die verkoping gelees sal word:

Erf 96, in die dorpsgebied Malvern East, groot 806 vierkante meter, gehou onder Akte van Transport T16271/1988.

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 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum heffing R200 (tweehonderd rand).

Gedateer te Johannesburg hierdie 2de dag van Augustus 1994.

Kassel Sklaar Cohen & Co., Eiser se Prokureurs, Oxfordweg 58, Rosebank, Johannesburg. (Tel. 646-2115.) (Verw. mnr. Kassel/F5299.)

Case 7125/94
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mordehay Soday,** First Defendant, and **Jacqueline Shani Soday,** Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 22 September 1994, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 774, Highlands North Township, Registration Division IR, Transvaal, measuring 495 square metres, held by the Defendants under Deed of Transfer T45398/90, situated at 184 10th Avenue, Highlands North, Johannesburg.

Improvements described hereunder are not guaranteed.

The property consists of:

Main building: Entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c. and kitchen.

Outbuildings: Laundry, carport, outside room and shower/w.c.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this the 15th day of August 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. Mr Braatvedt/RdS/A2303.)

Case 11763/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **O'Sullivan, Dermot Alexander,** First Defendant and **O'Sullivan, Patricia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of the Sheriff, Germiston South, at Du Pisanie Building, 74 Joubert Street, Germiston, on Monday, 12 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: Remaining Extent of Erf 53, Parkhill Gardens Township, Registration Division IR, Transvaal, situation 46A Rhodes Avenue, Parkhill Gardens, area 1 983 (one thousand nine hundred and eighty-three) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, two kitchens, dining-room, lounge, study, family room, two garages, swimming-pool, staff quarters, property enclosed under iron roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioner's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 16th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NX19E/mgh/tf.)

KAAP • CAPE

Case 41136/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Monde Arthur Fesi,** Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 12 January 1994, the property listed hereunder will be sold in execution on Friday, 9 September 1994 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in respect of Erf 1123, Motherwell NU7, now known as Erf 12830, Motherwell, in the Municipality of Port Elizabeth, Division of Uitenhage, measuring 200 (two hundred) square metres, situated at 85 Pheko Street, Motherwell NU7, Port Elizabeth.

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

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 64444/91

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff (Judgment Creditor), and **Ebrahim Hendricks,** First Defendant (First Judgment Debtor), and **Ayesha Hendricks,** Second Defendant (Second Judgment Debtor)

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 14 January 1992, and warrant of execution issued in pursuance thereof, the following property will be sold in execution on 14 September 1994 at 10:00, in front of the Court-house, Wynberg:

Erf 2421, Mitchells Plain, situated in the City Cape Town, Cape Division, in extent three hundred (300) square metres, held by the Defendants by Deed of Transfer T37382/1988, also known as 8 Pilot Way, Strandfontein.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed:

A single dwelling, built of brick under asbestos roof, consisting of a lounge, three bedrooms, kitchen, bathroom and toilet.

3. *Payment:*

3.1 One tenth ($\frac{1}{10}$) of the purchase price shall be paid to the Sheriff or his nominee by not later than 16:30 on the day of the sale.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

3.3 Interest shall be paid on:

3.3.1 The amount of the Plaintiff's claim at the current rate of interest applicable thereto for each month or part thereof from the date of sale to the date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to the date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above shall be secured by the purchaser by an approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale, which will be read out by the Sheriff of the Court or the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff of the Court at Wynberg, or at the offices of the undersigned.

R. E. Ellis & Associates, Attorneys for Plaintiff, Premier Centre, 451 Main Road, Observatory.

Case 23688/93

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 **Clive Cyril Paulse,** First Execution Debtor, and **Junita Lurene Paulse,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 25 January 1994, the following property will be sold in execution on Wednesday, 21 September 1994 at 10:00, to the highest bidder in front of the Court-house, Magistrate's Court, Wynberg:

Certain Erf 14994, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 208 (two hundred and eight) square metres, held by Deed of Transfer T6929/89, also known as 2 Geneva Close, Mitchells Plain.

Consisting of brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price 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 centum), per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society 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, Wynberg.

Dated at Wynberg this 9th day of August 1994.

Buchanan Boyes, Attorneys for Execution Creditor, 1 Cornwall Place, Wynberg.

Saak 8730/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Phillipa Abrama Vos,** Verweerder

'n Verkoping word gehou deur die Balju, Humansdorp, by die kantore van C. W. Malan & Kie., te Kerkstraat 37, Humansdorp, op 23 September 1994 om 11:00:

Erf 2910, geleë in die dorpsgebied Jeffreysbaai, afdeling Humansdorp, groot 763 vierkanter meter, gehou kragtens Akte van Transport T49697/90.

Besonderhede word nie gewaarborg nie.

'n Leë onverbeterde stuk grond.

Besigting voorwaardes by die kantore van die Balju, Humansdorp, te C. W. Malan & Kie., Kerkstraat 37, Humansdorp.

Tim du Toit & Kie. Ing. [Tel. (012) 320-6753.] (Verw. mnr. Van Rensburg/wk.)

Saak 9983/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Vuyisile Wiseman Baba** & **Z. G. Baba,** Verweerders

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 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1418, NU 7 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL691/91, grootte 240 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 29717/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Ndumiso Bonnie Bam** & **V. V. Bam,** Verweerders

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 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 210, NU 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL0069/89, grootte 200 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 29716/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mandi John Daniso,** 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 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1433, NU 7 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2362/90, grootte 337 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 35827/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Xolile Gladman Dayile** en **Vuyisiwa Evelyn Dayile,** Verweerders

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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 162, NU 3, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1013/90, grootte 200 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 34292/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Nobom Theona Dwaru,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1275, NU 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1196/88, grootte 200 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9985/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Sydney Vusumzi Dingile** en **N. Lorna Dingile,** Verweerders

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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 860, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1160/90, grootte 278 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9966/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Ndondo Baninzi Dlepu** en **N. C. Dlepu,** Verweerders

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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1456, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1414/91, grootte 295 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9245/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mvuleni Headman Fulumeni** en **Nokhaya I. Fulumeni,** 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 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 8504, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief T1044/92, grootte 268 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 41017/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Andile Emmanuel Gaika,** 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 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 24, NU 3, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3217/89, grootte 280 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 24762/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mandla Collen George,** 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 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1476, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL395/90, grootte 272 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 41015/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mzukisi Richman Gwashu,** 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 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 485, NU 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1310/89, grootte 280 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 10000/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mzukisi Simon Jotina,** 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 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1491, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL938/91, grootte 267 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9950/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mbulelo Hoppa Kasper,** 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 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 649, NU 6, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3829/89, grootte 242 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39683/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Fuzile Madyo** en **Mandisa P. Madyo,** 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 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 830, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3387/89, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9974/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Kokosa Makupula,** 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 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1467, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1599/91, grootte 264 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9244/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mzimkulu Thompson Mapasa,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 10280, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief T3140/91, grootte 279 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 8778/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Bejile Jimmy Maqondose,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1004, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL90/90, grootte 275 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 34293/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Wilisile Wilson Matisi,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1234, NU 3, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL924/90, grootte 200 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39682/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Vuyani Gladman Mbengashe,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 962, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL4106/89, grootte 200 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9944/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Melumzi Mbiko & N. V. Mbiko,** Verweerders

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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1083, NU 3, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1878/91, grootte 200 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 38402/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Aaron Mthetheleli Mbuqu,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 639, NU 6, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3610/89, grootte 200 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 10243/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mbuyiselo Mkayi & Yandiswa Constance Mkayi,** Verweerders

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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1005, NU 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL382/90, grootte 200 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 41016/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Daniso Sidney Mlambo,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1398, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1806/89, grootte 296 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9973/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mawethu Maxford Mnqumevu,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 28, NU9, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3329/88, groot 240 vierkante meter.

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

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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.)

Saak 29314/89

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die landdroshof vir die distrik Khayalethu Home Loans (Pty) Limited, Eiser, en **Gordon Modimowagae,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 130, NU 6, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell gehou kragtens Grondbrief TL3450/88, groot 289 vierkante meter.

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

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 Baljue ter insae.

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37480/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Songezo Melvin Mpanda,** en **Fundiswa E. Mpanda.** Verweerders

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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 695, NU 3, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell gehou kragtens Grondbrief TL285/89, groot 240 vierkante meter.

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

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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 38396/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mthuthuzeli King Mpiyane,** 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 14:15, voor die hoofingang van die Nuwe Geregsbode, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 498, NU 8, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell gehou kragtens Grondbrief TL482/90, groot 280 vierkante meter.

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

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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39104/92

IN DIE LANDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Joyce Notemba Mpongoshe,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 10101, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief T995/92, grootte 264 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

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 ter insae.

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 41014/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Michael Mquqo,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 725, NU 3, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1398/89, grootte 222 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 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 ter insae.

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Deport Cillier & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9969/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mpumwi Brian Ndube & Nokuzola Lillian Ndube,** Verweerders

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 14:15 voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word;

Erf 1351, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2053/90, grootte 299 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 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 ter insae.

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9995/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Themba Ngesimani,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 814, NU 9, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2490/90, grootte 200 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

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 ter insae.

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.].

Saak 7312/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Thamsanqa Sandy Nomjila** en **Phindiwe Cynthia Nomjila,** 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 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 652, NU 6 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL3549/88, grootte 200 (tweehonderd) 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 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 ter insae.

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. (Tel. (041) 56-1160.)

Saak 10004/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Mongezi Philton Ntantiso,** 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 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 834, NU 9 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3291/90, grootte 200 (tweehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 9de dag van Augustus 1994.

Bezuidenhout & Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 22564/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **N. W. R. Ntsooa** and **L. S. Ntsooa,** 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 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1645, NU 4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL518/90, grootte 280 (tweehonderd en tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39725/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Monde Leslie Phillip** en **Nomhle Catherine Phillip,** 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 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 719, NU 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL1118/89, grootte 276 (tweehonderd sewe-en-sestig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9939/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Tamsanqa Jeffrey Punu** en **Mamokgethi B. Punu,** Verweerders

Ooreenkomstig 'n vonnis van die Landdros vir die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 16 September 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 674, NU 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL780/89, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37492/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Bonile Wellington Sandi,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 915, NU 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL766/89, grootte 287 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 6817/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Zole Welcome Sakata** en **Vuyelwa Ethel Sakata,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 2, NU 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2790/89, grootte 280 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 34345/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Korotswana Wilson Speelman** en **Nomazwi Speelman,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 359, NU 5 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2397/88, grootte 281 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 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 41010/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Hamilton Sithembile Swaartbooi,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1447, NU 7 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3010/90, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9982/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Sipho Gladstone Sisusa** en **Shumikazi Nancy Sisusa,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1462, NU 7 Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2954/90, grootte 241 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9968/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Pindile Anderson Vena** en **Xoliswa C Vena,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 2037, NU 7 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1996/90, grootte 222 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39667/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Sebenzile William Welcome,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 667, NU 6 Phase 1 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1512, 90, grootte 195 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 41013/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Bolanti Justnow Xhali,** 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 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1474, NU 4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL621/90, grootte 286 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder 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 Randburg hierdie 9de dag van Augustus 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Case 20155/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Dennis Ernest du Plessis,** First Judgment Debtor, and **Yvonne Rachel du Plessis,** Second Judgment Debtor

In pursuance of a judgment granted on 22 November 1993 in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 21 September 1994 at 10:00, at Wynberg Court-house:

Description: Erf 40890, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent three hundred and twenty (320) square metres.

Postal address: 24 Tanya Close Morgenster.

Improvements: Dwelling, three bedrooms, kitchen, lounge, bathroom/toilet, held by Deed of Transfer 59008/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this 29th 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. [Tel. (021) 92-6017.] (Ref. Z52348/HVN/Mrs Wolmarans.)

Case 28490/93

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

In the matter between **ABSA Bank Limited,** Judgment Creditor, and **Peter Brown,** First Judgment Debtor, and **Charmaine Brown,** Second Judgment Debtor

In pursuance of a judgment granted on 20 July 1993, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 14 September 1994 at 10:00, at Wynberg Court-house:

Description: Section 11, Zeenia Court, Grassy Park, in the Municipality of Cape Town, Cape Division, in extent seventy-eight (78) square metres.

Postal address: 11 Zeenia Court, Victoria Road, Grassy Park.

Improvements: Dwelling, two bedrooms, kitchen, lounge, bathroom and toilet, held by Deed of Transfer 13810/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 2nd day of August 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. [Tel. (021) 92-6017.] (Ref. W50180/HVN/Mrs Wolmarans.)

Case 19354/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Andre Sebastian Le Breton,** and **Venetia Frances Le Breton,** Defendant

In execution of the judgment of the Magistrate's Court for the District of Mitchells Plain, in the above matter, a sale will be held in front of the Wynberg Magistrate's Court-house, Church Street, Wynberg, on 14 September 1994 at 10:00; of the following property:

Erf 1718, Weltevreden Valley, in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent three hundred and fifty (350) square metres, held under Deed of Transfer T58929/1991.

The property consists of single dwelling of brick walls under tiled roof comprising two bedrooms, lounge, kitchen and toilet/bathroom.

1. The sale is subject to the provisions of the Magistrates' Courts, Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event the purchaser will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

SALE IN EXECUTION

Nedcor Bank Limited *vs* **Abdullah Regal**

Wynberg Case No. 14399/93

The property: Erf 114300, Cape Town at Mowbray in the City of Cape Town, Cape Division (1 Herbrandt Street, Hazendal) in extent 591 square metres.

Improvements (not guaranteed): Single dwelling/corrugated iron roof/lounge/kitchen/3 bedrooms/B/room & w/c.

Date of sale: 13 September 1994 at 10:00 a.m.

Place of sale: 1 Herbrandt Street, Hazendal.

Material conditions: The sale will be by Public Auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Streer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 1248/91

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **Overberg Gassentrum,** Eiser, en **mnr. C. A. King,** Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Caledon, op 20 September 1991, en 'n heruitgereikte lasbrief vir eksekusie teen goedere gedateer 26 April 1994, sal die eiendom hieronder gelys, in eksekusie verkoop word aan die hoogste bieder by die Caledon Hofgebou, Caledon, 7230, op Woensdag, 21 September 1994 om 11:00:

Erf 905, Sterlingstraat, Bergsig, Caledon.

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

S. D. Theron, vir Guthrie & Theron, Eiser se Prokureurs, Hawstraat 8, Caledon, 7230. [Tel. (0281) 2-1060.]

Saak 194/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **Caledon Munisipaliteit,** Eiser, en **mnr. C. A. King,** Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Caledon, op 25 Maart 1994, en 'n heruitgereikte lasbrief vir eksekusie gedateer 26 April 1993, sal die eiendom hieronder gelys, in eksekusie verkoop word aan die hoogste bieder by die Caledon Hofgebou, Caledon, 7230, op Woensdag, 21 September 1994 om 11:00:

Erf 905, Sterlingstraat, Bergsig, Caledon.

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

S. D. Theron, vir Guthrie & Theron, Eiser se Prokureurs, Hawstraat 8, Caledon, 7230. [Tel. (0281) 2-1060.]

Case 51651/93

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, *versus* **Owen Keith Kannemeyer**

The following property will be sold in execution by public auction held at 22 Meadow Mews, Ottery, Plumstead, to the highest bidder on 14 September 1994 at 12:00:

Unit comprising Section 22 and its undivided share in the common property in the sectional title scheme known as Meadow Mews, in extent 58 (fifty-eight) square metres, held by Deed of Transfer ST2150/1993, situated at 22 Meadow Mews, Ottery, Plumstead.

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 unit comprising two bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

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 18th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 57207/92

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

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus* **Erf 42190 Crawford CC**

The following property will be sold in execution by public auction held at 4 Crawford Road, Rondebosch East, to the highest bidder on 14 September 1994 at 10:00:

Erf 42190, Cape Town at Crawford in the Municipality of Cape Town, Cape Division, in extent 391 (three hundred and ninety-one) square metres, held by Deed of Transfer T2169/90, situated at 4 Crawford Road, Rondebosch East.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, separate toilet and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 18th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 21542/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus* **Lloyd Rodney Matolla** and **Rosemary Frances Matolla**

The following property will be sold in execution by public auction held at Wynberg Court-house, to the highest bidder on 14 September 1994 at 10:00:

Erf 39778, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 256 (two hundred and fifty-six) square metres, held by Deed of Transfer T39952/87, situated at 7 Bortzoi Crescent, Strandfontein, 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, sunroom, three bedrooms, bathroom, separate toilet and carport.

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 18th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 665/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CALEDON AND GRABOUW HELD AT CALEDON AND GRABOUW

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Alexander Deleur Barnard,** Judgment Debtor

In pursuance of a judgment granted on 14 June 1994, in the Caledon and Grabouw Magistrate's Court, the following property will be sold to the highest bidder on 23 September 1994 at 11:00, at 20 Meul Street, Caledon:

Description: Remainder of Erf 624, Caledon, in the Municipality and Division of Caledon, in extent one thousand two hundred and eighty-eight (1 288) square metres.

Postal address: 20 Meul Street, Caledon.

Improvements: Dwelling: Lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms/toilet/shower and garage, held by Deed of Transfer 51625/87.

1. The full and complete conditions of sale will be read immediately before the sale and wil lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 15th 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. [Tel. (021) 92-6017.]

Case 6511/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cheryl Laetitia Bester,** First Defendant, and **Roy Rex Taylor,** Second Defendant, and **Alida Johanna Taylor,** Third Defendant

In the above matter a sale will be held on Friday, 9 September 1994 at 11:45, at the site of 11 Florence Street, Oakdale, Bellville, being:

Erf 5260, Bellville, in the Municipality of Bellville, Cape Division, measuring 495 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stand and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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 dwelling comprising three bedrooms, lounge, dining-room, two bathrooms, kitchen and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at 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 4951/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Plaintiff, and **Lorna Irene Cyster,** Defendant

Be pleased to take notice that pursuance to a judgment in the above Honourable Court, granted on 15 June 1994, the undermentioned property will be sold in execution at the premises on Tuesday, 13 September 1994 at 09:30:

Erf 3883, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 308 (three hundred and eight) square metres, held by Deed of Transfer T23199/90, comprising lounge, three bedrooms, bathroom, toilet and kitchen, and known as 26 Schooner Street, The Vines, 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 therrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 27th day of July 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 17111/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Miss Juliette Estella Roberts**

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, 7 Punmta Los Angelos Meersig Road, Heathfield 7945, on Tuesday, 13 September 1994 at 12:00:

Section 7, Punta, Los Angelos, in the Municipality of Cape Town, in extent 103 (one hundred and three) square metres, held by Deed of Transfer ST15/76(7) Unit and situated at 7 Punta Los Angelos, Meersig Road, Heathfield, 7945.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: Entrance hall, lounge, kitchen, three bedrooms and bath/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 22 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/Z18904.)

Case 10768/94

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

In the matter between **Investec Bank Limited,** Plaintiff, and **Charlene Isobel October,** Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Bellville dated 27 June 1994 and writ of execution dated 27 June 1994, the following will be sold in execution on 13 September 1994 at 12:00, at the site, being:

Ref 33014, portion of Erf 33009, Bellville, in the Local Area of Belhar, Cape Division, in extent 308 square metres, also known as 96 Edison Drive, Belhar.

The following improvements are reported to the property, but not guaranteed: A dwelling consisting of two bedrooms, kitchen, lounge, dining-room and bathroom.

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 Messengers 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 Messengers of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court of the auctioneer's office.

Dated at Cape Town this 25th day of July 1994.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case 5527/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Pieter Ignatius Maass** and **Lydia Maass**

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, 24 Mark Street, Kraaifontein, 7570, on Thursday, 15 September 1994 at 09:30:

Erf 4189, Kraaifontein, in the Municipality of Kraaifontein, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T47317/92 and situated at 24 Mark Street, Kraaifontein, 7570.

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, dining-room, kitchen, TV-room, three bedrooms, one and a half bathrooms, shower/w.c. and double carport.

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 27 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 Z26151.)

Case 1678/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Norman William McDilline** and **Joan Johanna McDilline**

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, 29 Waterboom Street, Stellenbosch, 7600, on Tuesday, 13 September 1994 at 09:00:

Erf 11914, Stellenbosch, in the Municipality of Stellenbosch, in extent 202 (two hundred and two) square metres, held by Deed of Transfer T65017/93 and situated at 29 Waterboom Street, 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 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 27 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 Z25403.)

Case 2500/94

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 **Christiaan Frederik Gideon Geldenhuys,** Defendant

In the above matter a sale will be held on Wednesday, 14 September 1994 at 12:00, at the site of 2A Botterblom Road, Marinda Park, Kuils River, being:

Erf 10292, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 334 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stand and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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 is this respect is guaranteed): A dwelling comprising three bedrooms, lounge, dining-room, bathroom, kitchen and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at 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 4758/94

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 SA Permanent Building Society), Execution Creditor, and **Z. C. Mgabaza** (formerly Gela), Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 15 July 1994 and in pursuance of an attachment in execution dated 25 July 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 8 September 1994 at 11:00, of the following immovable property situated at 34 Ndongana Street, kwaNobuhle.

Zoned: Residential.

Being: Erf 3528 (now Erf 1886), kwaNobuhle Extension 4, situated in the area of the City Council of kwaNobuhle, Division of Uitenhage, in extent 275 square metres, held by Zingiwe Cynthia Gela, under Certificate of Registered Grant of Leasehold 3528/1, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single storey detached dwelling under concrete tiles with three bedrooms, kitchen, lounge, bathroom and dining-room.

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 8th day of August 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 3822/94

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

In the matter between **Saambou Bank Limited** (formerly Saambou National Building Society), Execution Creditor, and **A. J. T. Müller,** First Execution Debtor, and **M. Müller,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 4 July 1994 and in pursuance of an attachment in execution dated 21 July 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 8 September 1994 at 11:00, of the following immovable property situated at 84A Dagbreek Street, Manor Heights, Despatch.

Zoned: Residential.

Being: Erf 6502, Despatch, in the Municipality of Despatch, Division of Uitenhage, in extent 722 square metres, held by Arthur John Thomas Müller and Maria Müller, under Deed of Transfer T57970/93, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single storey detached brick dwelling under tile roof with lounge, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, 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 9th day of August 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 1099/94

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

In the matter between **South African Mortgage Securities No. 4 (Pty) Ltd,** Plaintiff, and **M. J. Phillips,** Defendant

The undermentioned property will be sold in execution at the premises at 12 Richelieu Street, Berg en Dal, Wellington, on Wednesday, 14 September 1994 at 10:00:

Erf 4172, Wellington, in the Municipality of Wellington, in extent 928 (nine hundred and twenty-eight) square metres.

Comprising open plan kitchen, dining-room/lounge, three bedrooms, bathroom, single garage and sink roof/brick walls.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Wellington, and will be read out by the auctioneer, prior to the sale.

K. G. Kemp, for Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. [Tel. (021) 9453646.] (Ref. K. G. Kemp/lvs/16120.)

Case 029/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus* **Andrew George Jacobs,** and **Regina Jacobs**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 16 September 1994 at 09:00:

Erf 1483, Kleinvlei, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 500 (five hundred) square metres, held by Deed of Transfer T48434/92, situated at 48 Mahonie Street, Kleinvlei, 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 8th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 6424/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **E. J.** en **E. L. Michaels,** Verweerders

Eiendom geleë te: Lisboa 5, Dennemere, Blackheath.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 11 Julie 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Lisboa 5, Dennemere, Blackheath, per publieke veiling te koop aangebied op 22 September 1994 om 10:00:

Erf 1726, Gaylee, ook bekend as Lisboa 5, Dennemere, Blackheath, afdeling Stellenbosch, groot 226 vierkante meter, gehou kragtens Transportakte T29458/87.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die 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: 8 Augustus 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN397.)

Case 15903/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank *versus* **Louisia Teresa Goliath**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 16 September 1994 at 09:00:

Erf 2944, Eerste River in the Local Area of Blue Downs, Division of Stellenbosch, in extent 345 (three hundred and forty-five) square metres, held by Deed of Transfer T50714/93, situated at 5 Geysler 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, 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 8th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 270/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank *versus* **Kenneth Figland** and **Marcia Christina Figland**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 16 September 1994 at 09:00:

Erf 2119, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 247 (two hundred and forty-seven) square metres, held by Deed of Transfer T62545/93, situated at 38 Circle Crescent, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 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 8th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3588/94

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* **Nodazibone Marry Martinus**

The following property will be sold in execution by public auction held at Kuils River, Magistrate's Court, to the highest bidder on 16 September 1994 at 09:00:

Erf 223, Mfuleni, in the area of the Town Council of Mfuleni, Administrative District of Stellenbosch, in extent 285 (two hundred and eighty-five) square metres, held by Deed of Transfer T20508/91, situated at 10 Zibeleni Crescent, Mfuleni, Blackheath.

1. The following improvements on the property are reported, but nothing guaranteed, namely a brick dwelling under tiled roof consisting lounge, two bedrooms, kitchen, bathroom and toilet.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Supreme Court, or at the auctioneer's office.

Dated at Cape Town on this the 8th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1543/94

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, *versus* **Francois Lionel Leukes** and **Fredaline Elizabeth Leukes**

The following property will be sold in execution by public auction held at Malmesbury Court, to the highest bidder on 15 September 1994 at 10:00:

Erf 8288, Wesfleur, in the Local Residential Area of Atlantis, Division of Cape, in extent 146 (one hundred and forty-six) square metres, held by Deed of Transfer T42559/93, situated at 27 Eve Avenue, Avondale, 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 lounge, kitchen, two bedrooms, bathroom and toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25 % (fifteen comma two five per cent) per annum, calculated on the judgment creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 8th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 5768/93

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. Ltd,** trading as Wesbank, Plaintiff, and **Reggie Neville Bopape,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Palin, on 29 April 1983, and a warrant of execution the following will be sold in execution on 29 September 1994 at 10:00, at the Wynberg Magistrate's Court, Church Road, Wynberg, thereby attached being Erf 6588, Mitchells Plain, at 65 Kweker Road, Portlands, Mitchells Plain, to the highest bidder, the property being more fully described as:

Erf 6588, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 174 (one hundred and seventy-four) square metres, situated at 65 Kweker Road, Portlands, Mitchells Plain, described as a brick dwelling consisting three bedrooms, bathroom, kitchen and lounge, under a tiled roof.

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 10% (ten per cent) 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, Simonstown.

Dated at Cape Town on this the 5th day of August 1994.

Schneider Galloonreef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. DSR/nb BB 2222.)

Case 5642/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Constance John Anthony,** First Judgment Debtor, and **Carmen Jennifer Anthony,** Second Judgment Debtor

In pursuance of a judgment granted on 15 June 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 20 September 1994 at 09:00, at Kuils River Court-house:

Description: Erf 236, Blue Downs, situated in the local area of Blue Downs, Stellenbosch Division, in extent 369 (three hundred and sixty-nine) square metres, postal address 19 Vixen Road, Tuscany Glen, Eerste River.

Improvements: Dwelling: Three bedrooms, en-suite, bathroom, toilet, lounge, kitchen and garage.

Held by Deed of Transfer No. 97541/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 5th day of August 1994.

Van Niekerk H. C., for Van Niekerk, Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 15502/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Judgment Creditor, and **Mogamat Kassiem Benjamin,** Judgment Debtor

In pursuance of a judgment granted on 27 October 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder, on 14 September 1994 at 10:00, at Wynberg Court-house:

Description: Erf 16177, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 220 (two hundred and twenty) square metres, held by Deed of Transfer 26531/87.

Postal address: 17 Monte Video Close, Portlands.

Improvements: Dwelling: Two bedrooms, lounge, kitchen, 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 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 5th day of August 1994.

H. C. van Niekerk, for Van Niekerk Groenewald & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 957/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Alfred Fumanekile Popo,** Defendant

In pursuance of a judgment of the above Honourable Court dated 25 May 1994, and the warrant of execution dated 1 June 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 16 September 1994 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 569, Motherwell, NU 7, in the Administrative District of Uitenhage, measuring 248 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL1760/90, situated at 100 Mtendwe Street, Motherwell, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

Block under tiles dwelling, lounge, kitchen, two bedrooms and bath/water closet.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 4th day of August 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray.)

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **ABSA Bank Beperk,** handeldrywend as Allied Bank, Eiser, en **Jerome Gavin Breda,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 10 Junie 1994, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 15 September 1994 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 16223, Uitenhage, in die munisipaliteit en distrik Uitenhage, groot 607 vierkante meters, gehou kragtens Transportakte T99688/93, geleë te Mannerinstraat 43, Mountainview, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (Afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage.

Case 11934/92

IN THE MAGISTRATRE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **Freddy Whitebooi,** married in community of property to **Bettie Whitebooi**

The property: Erf 29494, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, in extent 162 square metres, situated at 10 Buick Crescent, Beacon Valley, Mitchells Plain.

Improvements (not guaranteed): Semi-detached dwelling built with bricks under an asbestos roof consisting of approximately three bedrooms, bathroom/toilet, kitchen and lounge.

Date of sale: 12 September 1994 at 12:00.

Place of sale: 10 Buick Crescent, Beacon Valley, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South.

Dated at Claremont the 4th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 4422/93

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,** Judgment Creditor, and **Mr Edward Rodney Golding,** Judgment Debtor

In pursuance of a jugment granted in the Magistrate's Court and a warrant of execution dated 7 April 1994 issued by the Court at Simon's Town, the following property will be sold in execution by the Sheriff of the Court, at 26 Tercentenary Way, Glenridge, Glencairn Heights, Simon's Town, Cape Town, to the highest bidder on 21 September 1994 at 12:00:

Certain Erf 3224, Simon's Town, situated in the Municipality of Simon's Town Township, measuring 529 square metres, held under by Deed of Transfer T33100/1990 (known as 26 Tercentenary Way, Glenridge, Glencairn Heights, Simon's Town, Cape Town).

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 double-storey residence, consisting of entrance hall, lounge, dining-room, family room and kitchen with eye-level oven and hob, three bedrooms all with BIC, two bathrooms, plus an additional separate w.c. In addition a four seasons glass enclosure with a jaccuzi located in the upper level. The outbuildings consist of a detached double garage. The construction is of brick and plaster with a tiled roof in respect of both in the main building and outbuilding. The property is paved and walled.

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

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

Dated at Johannesburg on this the 2nd day of August 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. Mr C. A. Perlow/TK/N193.)

Case 13263/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Percy John Titus** and **Desire Petunia Titus**

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 Monday, 12 September 1994 at 09:00.

Erf 6571, Kuils River, in the Municipality of Kuils River, in extent 363 (three hundred and sixty-three) square metres, held by Deed of Transfer T12507/90 and situated at 4 Aster Street, Sarepta, Kuils River, 7580.

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, dining-room, 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 17,25% (seventeen 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 3 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/SPW 15714.)

Case 16872/94

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Felix Telfum Faden,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of The Cape dated 5 July 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 15 September 1994 at 14:00:

Erf 12481, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 635 (six hundred and thirty-five) square metres.

Street address: 40 Champagne Road, Table View.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deed.

2. The following information is furnished but not guaranteed:

Entrance hall, lounge/dining-room, kitchen, three bedrooms, bathroom/w.c. 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, Mandatum Building, 44 Barrack Street, Cape Town.

4. Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14,25% (fourteen comma two five percent) from the date of sale to date of registration 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 4 August 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 12051/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Errol Ehrenreich,** First Defendant, and **Marlene Gail Ehrenreich,** 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 at 25 Bernard Avenue, Southfield, on Wednesday, 14 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, 110 Maynard House, Maynard Road, Wynberg:

Erf 77345, Cape Town, at Southfield, in the City of Cape Town, Cape Division, measuring 794 (seven hundred and ninety-four) square metres, held by Deed of Transfer T65247/90, also known as 25 Bernard Avenue, Southfield (hereinafter referred to as the property).

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

Entrance hall, lounge, kitchen, three bedrooms, bath/shower, water closet, garage and swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

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

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Cape Town this 3rd day of August 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/38462.)

Case 3410/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

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

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 21 April 1994, the property listed hereunder, and comonly known as 18 Falcon Avenue, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 14 September 1994 at 09:00, to the highest bidder:

Erf 6322, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 441 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 29th 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.1688.)

Case 4699/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

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

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 30 May 1994, the property listed hereunder, and commonly known as 3 Corntail Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 14 September 1994 at 09:00, to the highest bidder:

Erf 7990, Blue Downs, situated in the Blue Downs Local Area, Division of Stellenbosch, in extent 318 square metres.

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

Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 29th day of July 1994.

I. Broodryk, for Syfret Goldonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1714.)

Case 3734/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Levita Marianne Maddocks,** Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 11 March 1993, the property listed hereunder and commonly known as 801 Gardens Centre, Mill Street, Cape Town, will be sold in execution at the premises on Tuesday, 13 September 1994 at 10:30, to the highest bidder:

A unit consisting of:

1. (a) Section 84 as shown and more fully described on sectional plan SS73/85, in the building known as Gardens Centre, situated at Gardens, in the Municipality of Cape Town of which section the floor area, according to the sectional plan is 40 (forty) square metres in extent; and

(b) an undivided share in the common property in the land and building as shown on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan.

Which unit is held by Certificate of Registered Sectional Title ST9109/91 (84) (unit), dated 11 November 1991.

The following improvements are reported to be on the property, but nothing is guaranteed: Flat built of brick, 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, Cape Town, Mandatum Building, Barrack Street, Cape Town.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of August 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.1269.)

Case 24081/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Shakul Hameen Kader,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 16 November 1994 and a writ of execution dated 23 November 1994, the property listed hereunder will be sold in execution on 9 September 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1036, Malabar, in the Municipal and Administrative District of Port Elizabeth, measuring 542 (five hundred and forty-two) square metres.

Situated at 1 Babinia Street, Malabar, Port Elizabeth, 6020.

Improvements: Although not guaranteed, it consists of single-storey, concrete block under tile, private dwelling with lounge, dining-room, kitchen, four bedrooms, one and a half bathrooms, two w.c.'s and carport.

Material conditions of sale:

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

2. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty per cent) interest thereon per annum, shall be secured within 14 (fourteen) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 1st day of August 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Saak 1917/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Boland Bank Beperk,** Eiser, en **Faey Beatrice Knibbs,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 8 Maart 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 20 September 1994 om 09:30, op die perseel te Portswood Mews 19, Thornhillsweg 1–5, Groenpunt, 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:

1. (a) Deel 18 soos aangetoon en vollediger beskryf of Deelplan 93/86 in die skema bekend as Portswood Mews, ten opsigte van die grond en gebou of geboue geleë te Groenpunt, Kaapstad, in die Munisipaliteit van Kaapstad, van welke deel die vloeroppervlakte volgens voormelde Deelplan 55 (vyf-en-vyftig) vierkante meter is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde Deelplan aangeteken; en

2. (a) Deel 39 soos aangetoon en vollediger beskryf op Deelplan 93/86 in die skema bekend as Portswood Mews, ten opsigte van die grond en gebou of geboue geleë te Groenpunt, Kaapstad, in die Munisipaliteit van Kaapstad, van welke deel die vloeroppervlakte volgens voormelde Deelplan 17 (sewentien) vierkante meter is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde Deelplan aangeteken;

Beide eiendomme gehou kragtens Transportakte ST2980/86.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n eenmanswoonstel met sitkamer, badkamer, kombuis, toegeboude balkon en 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. Hurter, Mandatumgebou, Barrackstraat, Kaapstad (Tel. 45-7560).

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers en/of Balju-kommissie betaal word.

Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) 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. Hurter, Mandatumgebou, Barrackstraat, Kaapstad (Tel. 45-7560).

Gedateer die 3de dag van Augustus 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3040.)

Case 12654/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Cheryl Rose Crowie,** Defendant

Pursuant to a judgment of the above-mentioned Honourable Court in the above matter dated 24 November 1993, the following property shall be sold in execution by public auction on 14 September 1994 at the site at 10:00:

Certain Erf 28230, Mitchell's Plain in the Colorado Local Area, Cape Division, measuring 716 (seven hundred and sixteen) square metres, comprising a double storey house with a tile roof, four bedrooms, two reception rooms, two kitchens, two bathrooms and a double garage, held under Deed of Transfer T7427/1993, situated at 8 Utah Place, Colorado Park, Mitchell's Plain.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Supreme Court, Mitchell's Plain.

Date: 10 August 1994.

Bisset Boehmke & McBlain, Attorneys for Plaintiff, 13th Floor, Cartwrights's Corner House, 19 Adderley Street, Cape Town. (Ref. S. V. Shapiro/M65288/ros.)

Case 7075/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as Trust Bank Ltd, *versus* **Bernard Dudley Bullock**

The following properties will be sold in execution to the highest bidder at a public auction to be held at the site of the properties, 4 and 8 Bullock Street, Northpine, Brackenfell, 7560, on Wednesday, 14 September 1994 at 10:00:

Erf 9129 and 9126 Brackenfell, in the Municipality of Brackenfell, in extent 512 (five hundred and twelve) and 597 (five hundred and ninety-seven) square metres respectively, held by Deed of Transfer T18543/85 and T17403/91 and situated at 4 and 8 Bullock Street, Northpine, Brackenfell, 7560.

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: Vacant erven.

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 29% (twenty-nine 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 the 3rd day of August 1994.

G. Visser, for Malan Laås & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP ZT5208.)

Case 1517/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus* **Dirk Cornelius Coetzee**

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, 218 Horak Street, Kraaifontein, 7570, on Thursday, 15 September 1994 at 10:15:

Erf 623, Kraaifontein, in the Municipality of Kraaifontein, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T38967/93 and situated at 218 Horak Street, Kraaifontein, 7570.

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, w.c. and double garage.

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 22,25% (twenty-two 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 the 2nd 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 Z23546.)

Case 13147/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, *versus* **Mr Francoia Thomas** and **Roseline Teresa Thomas**

The following properties will be sold in execution to the higest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00:

Erf 3596, Eerste River, in the Local Area of Blue Downs, in extent 325 (three hundred and twenty-five) square metres, held by Deed of Transfer T54434/92 and situated at 12 Bauhinia Close, Beverly 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:* 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 the 2nd 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 Z22464.)

Case 2678/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Frans Adams,** First Defendant, and **Alice Adams,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 24 June 1994 and the warrant of execution dated 1 July 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 16 September 1994 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 4774, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 219 square metres, held by the Defendants under Deed of Transfer T18932/92, situated at 126 Anita Drive, Gelvandale, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom/water closet, grano floors, block walls, plaster ceiling and tiled roof.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this the 4th day of August 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray.)

Case 4099/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Syfrets Mortgage Nominees Limited,** Plaintiff, and **Assfan CC,** Defendant

In execution of a judgment in the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 26 Kasselsvlei Road, Bellville, Cape, on Wednesday, 14 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Supreme Court, Seventh Floor, 1 Boston Street, Bellville, Cape:

Erf 12023, Bellville, situated in the Municipality of Bellville, Cape Division, measuring 666 (six hundred and sixty-six) square metres, held by Deed of Transfer T38750/87, also known as 26 Kasselsvlei Road, Bellville, Cape (hereinafter referred to as the property).

The following information is furnished concerning the improvements to the property, though in this respect nothing is guaranteed:

1. Post Office consisting of lobby and eight offices, and shop consisting of store-room and toilet.

2. *Terms:* Ten per centum (10%) of the purchase price of the property, together with the Sheriff's commission must be paid in cash immediately after the sale. The balance payable against registration of transfer is to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days after the date of sale.

3. Auctioneer's charges payable on the date of sale, to be calculated as follows: Five per centum (5%) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter three per centum (3%) up to a maximum of R6 000 (six thousand rand). Minimum charge R100 (one hundred rand).

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

C. K. Friedlander Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shotmarket Street, Cape Town. (Tel. 23-6120.) (Ref. J. R. Volks/MCS/06-0463.)

Case 8726/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Harry Matthews Krige** and **Isabel Valerie Anne Krige**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 19 September 1994 at 09:00, to the highest bidder:

Erf 136, Kleinvlei, in extent 570 square metres, held by T3319/1987, situated at 7 Stanley Street, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bath-room/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2185/104560/gl.)

Case 8418/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Yusuf Hanewell** and **Rughshana Hanewell**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 19 September 1994 at 09:00, to the highest bidder:

Erf 8344, Kuils River, in extent 400 square metres, held by T44941/1988, situated at 36 Groenvlei Street, Highbury, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU2356/100281/gl.)

Case 8741/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Thomas Henry Daniels** and **Dawn Patience Daniels**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 19 September 1994 at 09:00, to the highest bidder:

Erf 1938, Gaylee, in extent 274 square metres, held by T4898/1988, situated at 34 Breton Crescent, Dennemere, Gaylee, 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 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. D2U1062/103143/gl.)

Case 9903/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Ian George Neethling** and **Melissa Urania Neethling**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 19 September 1994 at 09:00, to the highest bidder:

Erf 3765, Blue Downs, in extent 326 square metres, held by T73905/1988, situated at 20 Goldstein Street, Hillcrest Heights, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/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 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. DOU2515/100306/gl.)

Case 15749/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Johannes Frederick Southey** and **Naomi Elizabeth Southey**

The following property will be sold in execution at the site of the property, 5 Wen Close, Kraaifontein, Western Cape, on Friday, 16 September 1994 at 12:15, to the highest bidder:

Erf 13251, portion of Erf 11753, Kraaifontein, in extent 169 square metres, held by T26871/1993, situated at 5 Wen Close, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0703/104175/gl.)

Case 6198/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Alexander Luiz Noland** and **Patricia Elizabeth Noland**

The following property will be sold in execution at the site of the property, 43 Jonkershoek Street, Richwood, Western Cape, on Thursday, 15 September 1994 at 11:00, to the highest bidder:

Erf 1188, Richmond Park, in extent 465 square metres, held by T25221/1988, situated at 43 Jonkershoek Street, Richmond, 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 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. D1U0560/105962/gl.)

Case 5814/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Ernest Sydney Snyman,** and **Zita Snyman**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Western Cape, on Monday, 19 September 1994 at 14:00, to the highest bidder:

Erf 18962, Parow, in extent 363 square metres, held by T29473/1991, situated at 62A Second Avenue, Ravensmead, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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-gurantee 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. D2U0329/102707/gl.)

Case 12199/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Willem Theunissen,** and **Alice Jane Theunissen**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 19 September 1994 at 09:00, to the highest bidder:

Erf 5679, Blue Downs, in extent 166 square metres, held by T35959/1989, situated at 45 Pepper Tree Circle, Hindle Park, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per cent (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. DOU2218/109561/gl.)

Case 1239/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Derick Bentley Swartland,** and **Gertrude Elaine Swartland**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 19 September 1994 at 09:00, to the highest bidder:

Erf 2774, Portion of Erf 1, Kleinvlei, in extent 510 square metres, held by T31111/1987, situated at 5 Amundsen Road, Forest Glade, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions* The full conditions of sale will be read out immediately prior to the sale and may be inpsected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U0441/100056/gl.)

Case 1834/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Jacobus Charles Snyman** and **Veronica Kathleen Snyman**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 19 September 1994 at 09:00, to the highest bidder:

Erf 4397, Eerste River, in extent 244 (two hundred and fourty-four) square metres, held by T68483/1993, situated at 46 Mountain Way, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by 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. D4U0063/104687/gl.)

Case 12442/92

THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr E. M. Abrahams,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 13 September 1994 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 43590, Mitchells Plain, 297 (two hundred and ninety-seven) square metres, held by Deed of Transfer T42379/1991, situated at 21 Burgee Bend, Strandfontein 7785.

Three bedrooms, bathroom/toilet, dining-room, lounge, kitchen and garage.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by Deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 62501/91

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 **John William Lock,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Court Steps, Mitchells Plain North, on 12 September 1994 at 10:00:

Erf 24866, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 148 (one hundred and forty eight) square metres, also known as 61 Azalia Road, Lentegeur.

Conditions:

1. *The following information is furnished, but not guaranteed:* Single dwelling, brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, toilet and 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 delivered witin 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 on this the 2nd day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Case 11893/93
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 **Pierre Jacques de Villiers,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 23 Sarena, Upper Portswood Road, Green Point, on Tuesday, 20 September 1994 at 10:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

(a) Section 23, as shown and more fully described on Sectional Plan SS85/1989, in the scheme known as Sarena in respect of the land and building or buildings situated at Green Point, in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 40 (forty) 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, and situated at 23 Sarena, Upper Portswood Road, Green Point.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 40 square metre main dwelling consisting of a living-room, bedroom, bathroom with water closet and kitchen.

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 on this the 12th 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/S872/2349.)

Case 8619/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Petrus Johannes Rens and Kim Terese Marais**

The following property will be sold in execution at the site of the property, Eldorado, Joostenberg Vlakte, Western Cape, on Friday, 16 September 1994 at 10:45, to the highest bidder:

Portion 97, portion of Portion 78, of the farm Joostenberg Vlakte 728, in extent 8 179 square metres, held by T41144/1991, situated at Eldorado, Joostenberg Vlakte, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, TV-room, study, kitchen, laundry, four bedrooms, bathroom/shower, toilet, bathroom/toilet, double garage, workshop/store-room, swimming-pool and chicken coop.

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. D2U0699/102874/gl.)

Case 3371/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Limited,** Judgment Creditor, and **Michael Mbuyiselo Peter,** First Judgment Debtor, and **Grissel Thandeka Peter,** Second Judgment Debtor

In pursuance of judgment granted on 21 April 1994, in the East London 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 09:00, at Main Foyer, Magistrate's Court, Buffalo Street, East London, to the highest bidder:

Description: Erf 2653, Buffalo Flats being 38 Aderley Crescent, Buffalo Flats, East London, in extent 357 (three hundred and fifty-seven) square metres, held by the Defendants in his name under Deed of Transfer T187/1993.

Postal address: 38 Aderley Crescent, Buffalo Flats.

Improvements: Brick under tiles dwelling, lounge, dining-room, kitchen, three bedrooms and bath/water closet.

Zoning: In terms of the East London Municipal Zoning Scheme, the property is zoned for Residential purposes.

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 purchased 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, 4 Oxford Street, East London.

Dated at East London on this the 9th day of August 1994.

G. S. Bell, for Cooper Conroy Bell & Richards Inc., Plaintiff's Attorneys, Second Floor, Allied Building, Buxton Street, East London; P.O. Box 136, East London, 5201. (Ref. Collections/sb/CAP 568.)

Case 4319/94

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

In the matter between **South African Mutual Life Assurance Society,** Plaintiff, and **Ronnie Beyleveld,** Defendant

Pursuant to a judgment of the above Court and writ of execution dated 13 June 1994, the undermentioned immovable property will be sold by public auction on Wednesday, 14 September 1994 at 14:00, at the premises being 8 Lynwood Road, Newlands, Cape, to the highest bidder:

Erf 50964, Cape Town at Claremont, Cape Division, measuring 679 square metres, held by virtue of Deed of Transfer T54437/88 known as 8 Lynwood Road, Newlands, Cape.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single storey dwelling built of bricks walls under a tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, toilet, bathroom, incomplete garage and outbuilding.

Conditions of sale: 10% (ten per centum) and Sheriff of the Magistrate's Court charges in cash or by means of bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by a bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 7-9 Electric Road, Wynberg.

Signed at Cape Town.

D. J. Lloyd, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 15th Floor, Pleinpark, Plein Street, Cape Town. (Ref. DJL/ND.)

Case 3719/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N Maratos & Co. (Pty) Ltd,** Execution Creditor, and **A. N. de Oliveira,** Execution Debtor

In execution of a judgment of the Magistrate's Court of Kuils River in the above matter, a sale will be held on Friday, 23 September 1994 at 10:45, on the spot, of the premises of the Defendant known as 28 Mountain Crescent, Bonnie Brei, Kraaifontein, Magistrate's Court-house:

Erf 10896, Kraaifontein, Municipality of Kraaifontein, situated at 28 Mountain Crescent, Bonnie Brei, Kraaifontein, consisting of tiled roof, dining-room, lounge, kitchen, three bedrooms and one and a half bathroom, measuring seven hundred and seventeen (717) square metres, held by Title Deed T6632/1989.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, CapeTown, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z29894.)

Case 37265/93

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

In the matter between **Executor estate late Desmond McNulty,** Plaintiff, and **Catherina Johanna Helena McNulty,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town on 28 February 1994 and a warrant of execution, the following will be sold in execution on 1 September 1994 at 15:00, at the property thereby attached being a brick dwelling, three garages, two balconies, three bedrooms with built-in cupboards, study, two full bathrooms, kitchen with built-in cupboards, large lounge/dining and television room, at 22 Clam Road, Bloubergrandt, to the highest bidder, the property being more fully described as:

Erf 4662, Milnerton, in the Municipality of Milnerton, Cape Division.

Measuring: 952 (nine hundred and fifty-two) square metres, situated at 22 Clam Road, Bloubergrandt.

Described as a brick dwelling, three garages, two balconies, three bedrooms with built-in cupboards, study, two full bathrooms, kitchen with built-in cupboards, large lounge/dining and television room.

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 10% (ten per cent) 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 14 (fourteen) 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, Cape Town.

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

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. ANR/MP M00015.)

Case 56924/92

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

In the matter between **Cape of Good Hope Bank Limited,** Judgment Creditor, and **Abduraghmaan Achmat,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Thursday, 15 September 1994 at 14:00, and at the property of the following immovable property:

Erf 62666, Cape Town at Lansdowne, situated in the City of Cape Town, Division of the Cape.

In extent: 702 (seven hundred and two) square metres.

Held by: Judgment Debtor under Deed of Transfer T22278/67 dated 25 September 1967.

Situated at: Beit Salaam, 10 Tolpen Road, Lansdowne.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth $\frac{1}{10}$ of the purchase price shall be paid in cash or by means of a bank marked cheque and immediately after the property is declared to be sold and the balance of the puchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A detached house consisting of entrance hall, lounge, lounge/dining-room, three kitchens, five bedrooms, bathroom, two en-suite bathrooms, toilet, garage, two carports, under-roof stoep and the servants' quarters were recently turned into a flatlet (final finishes still need to be done).

Subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at 9 Electric Road, Wynberg and at the offices of the undermentioned auctioneers:

Permanent Trust. (Ref. Uytenbogaardt.)

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

Sonnenberg Hoffmann & Galombik Inc., Attorneys for Judgment Creditor, Liberty Life Centre, 22 Long Street, Cape Town. (Ref. K. Pretorius/sdr/M135106.)

Saak 767/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Rose Victoria de Koker,** Verweerderes

In navolging van 'n vonnis gedateer 25 Julie 1994 en 'n lasbrief tot eksekusie teen onroerende goed, gedateer 28 Julie 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju, Kimberley, op 8 September 1994 om 10:00, voor die Landdroskantore, Kimberley, naamlik:

Sekere Erf 343, Ipeleng, geleë in die dorp Ipeleng in die munisipaliteit Galeshewe, groot 300 (driehonderd) vierkante meter.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Kimberley.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Saak 767/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Rose Victoria de Koker,** Verweerderes

In navolging van 'n vonnis gedateer 25 Julie 1994 en 'n lasbrief tot eksekusie teen onroerende goed, gedateer 28 Julie 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju, Kimberley, op 8 September 1994 om 10:00, voor die Landdroskantore, Kimberley, naamlik:

Sekere Erf 16747, geleë in Kimberley-uitbreiding 46, en die munisipaliteit en administratiewe distrik Kimberley, groot 311 (driehonderd en elf) vierkante meter.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Kimberley.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Case 4406/94

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

In the matter between **The Body Corporate Jutter Court Building No. SS24/1988,** Plaintiff, and **Kevin Ashley Fritz,** First Defendant, and **Yola Elizabeth Fritz,** Second Defendant

In execution of a judgment of the Magistrate's Court in the above-mentioned suit, a sale without reserve will be held at 16 Jutter Court, McKinley Road, Kenilworth, on Thursday, 13 October 1994 at 12:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, 9 Electric Road, Wynberg:

1. (a) Section 15, as shown and more fully described on Sectional Plan SS24/1988 in the scheme known as Jutter Court in respect of the land and building or buildings situated at Kenilworth in the Municipality of Cape Town of which section the floor area according to the said sectional plan is 71 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. An exclusive use area, described as Garden Area G13, measuring 55 square metres, being as such part of the common property comprising the land and the scheme known as Jutter Court in respect of the land and building or buildings situated at Kenilworth in the Municipality of Cape Town.

3. An exclusive use area, described as Parking Bay P7, measuring 14 square metres, being as such part of the common property comprising the land and the scheme known as Jutter Court in respect of the land and building or buildings situated at Kenilworth in the Municipality of Cape Town, and situated at 16 Jutter Court, McKinley Road, Kenilworth.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 71 square metre apartment.

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 rands) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rands). Minimum charges of R200 (two hundred rands) on the proceeds of the sale.

Dated at Cape Town on this 10th day of August 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens; P.O. Box 67, Cape Town. (Tel. 52-5138.) (Docex 88.) (Ref. W. D. Inglis/cs/S1652/4218.)

Saak 193/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Daniël Edgar Brown,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwining, sal die ondergenoemde eiendom op die perseel van die eiendom self op 21 Oktober 1994 om 11:00, aan die hoogste bieder verkoop word:

Erf 10049, Worcester, geleë te Hoosainsingel 38, Worcester, in die Munisipaliteit en Afdeling Worcester, groot 585 (vyfhonderd vyf-en-tagtig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20 persent van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

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

Gedateer te Worcester op die 15de dag van Augustus 1994.

Conradie & Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester. (Verw. INV/HK/CB 0260.)

Case 51420/93

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. 124/93, Plaintiff, and **Moegamad Rashied Thompson,** Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises commonly known as 32 Lakeside Mews, Lake Road, Grassy Park, on Monday, 19 September 1994 at 14:00, namely:

Section 32, 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 apportiond 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 ST12543/1993.

Commonly known as 32 Lakeside Mews, Lake Road, Grassy Park, which property is said, without warranty as to the correctness thereof, to comprise a flat on the first floor consisting of bedroom, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. *The following improvements are on the property:* Flat on the first floor consisting of a bedroom, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court and at the offices of the undersigned.

Dated at Cape Town on this the 12th day of August 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 21946.)

Case 4119/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **William Stephanos Markgraaff** and **Magdelena Johanna Markgraaff**

The following properties will be sold in execution to the higest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 12 September 1994 at 09:00:

Erf 1623, Gaylee, in the Melton rose Local Area, in extent 300 (three hundred) square metres, held by Deed of Transfer T47604/86 and situated at 30 Drakenstein Street, Melton rose, Gaylee, 7580.

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/dining-room, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 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 2nd 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 Z25363.)

Saak 66/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **E P Bouvereniging** (nou Fidelity Bank), Eiser, en **Jerico Jantjies,** Eerste Verweerder, en **Isabel Lilian Jantjies,** Tweede Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 11 Februarie 1994, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 1 September 1994 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 15823, Kimberley, geleë in die stad en distrik Kimberley, groot 656 (seshonderd ses-en-vyftig) vierkante meter.

Geregistreer in naam van die Verweerders en verbind onder Verbandakte B1628/1985 (ook bekend as Chopinstraat 17, Pescodia, Kimberley).

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprys in kontant op datum van die veiling en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% (vyf persent) van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Geteken te Kimberley op hierdie 9de dag van Augustus 1994.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbank-gebou, Chapelstraat, Posbus 609, Kimberley, 8300. (Tel. 2-8134.) (Verw. B. Benade/zlr/EP182.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at 20 Culemborg Crescent, Die Heuwel, on Friday, 9 September 1994 at 09:00.

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

The full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court at 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

1. **Case 11843/94** (File Ref. Mr Du Plooy/GT1703).

Execution Debtor: **Clusters La Bellamè (Pty) Ltd.**

Property: Erf 117, Die Heuwel Township, Registration Division JS, Transvaal, measuring 2 085 (two thousand and eighty-five) square metres.

Held by virtue of Deed of Transfer T2068/94.

Known as 18 Culemborg Crescent, Die Heuwel.

Improvements: Unimproved vacant land.

2. **Case 11842/94** (File Ref. Mr Du Plooy/GT1704).

Execution Debtor: **Clusters La Bellamè (Pty) Ltd.**

Property: Erf 118, Die Heuwel Township, Registration Division JS, Transvaal, measuring 1 792 (one thousand seven-hundred and ninety-two) square metres.

Held by virtue of Deed of Transfer T2069/94.

Known as 20 Culemborg Crescent, Die Heuwel.

Improvements: Unimproved vacant land.

3. **Case 11841/94** (File Ref. Mr Du Plooy/GT1705).

Execution Debtor: **Clusters La Bellamè (Pty) Ltd.**

Property: Erf 119, Die Heuwel Township, Registration Division JS, Transvaal, measuring 1 792 (one thousand seven-hundred and ninety-two) square metres.

Held by virtue of Deed of Transfer T2070/94.

Known as 22 Culemborg Crescent, Die Heuwel.

Improvements: Unimproved vacant land.

4. **Case 11856/94** (File Ref. Mr Du Plooy/GT1706).

Execution Debtor: **Clusters La Bellamè (Pty) Ltd.**

Property: Erf 120, Die Heuwel Township, Registration Division JS, Transvaal, measuring 2 096 (two thousand and ninety-six) square metres.

Held by virtue of Deed of Transfer T2071/94.

Known as 24 Culemborg Crescent, Die Heuwel.

Improvements: Unimproved vacant land.

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

Case 1059/94

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

ABSA Bank Limited, trading as Allied Bank *versus* **Elma Vermeulen**

The following property will be sold in execution at the site of the property, 1 La Rochelle Street, Berg-En-Dal, Wellington, Western Cape, on Tuesday, 20 September 1994 at 10:00, to the highest bidder:

Erf 4161, Wellington, in extent 863 (eight hundred and sixty-three) square metres, held by T51538/92, situated at 1 La Rochelle Street, Berg-En-Dal, Wellington, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 4A109371/gl.)

Case 2477/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mordal Property Developments (Pty) Limited,** Defendant

The following property will be sold in execution by public auction held at Berg-en-Dal Development, Main Road, Hout Bay, to the highest bidder on Tuesday, 30 August 1994 at 11:00:

Erven 5800 to 5803; 5805; 5809; 5810; 5812 to 5815; 5820; 5821; 5824; 5826; 5827; 5829; 5830; 5832; 5833; 5835 to 5840; 5842 to 5844; 5846; 5852; 5854 and 6228 all in the Township of Hout Bay, Division Cape.

Held by Deed of Partition Transfer T18812/92.

Situated at Berg-en-Dal Development, Main Road, Hout Bay, Cape.

1. The property consists of 31 (thirty-one) vacant serviced residential plots, a public open space and a sub-station site.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Supreme Court, Wynberg.

Dated at Cape Town on this the 13th day of July 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

NATAL

Case 11752/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Ramsamy J. Naidoo,** Plaintiff, and **Elliah J. Naidoo,** Defendant

In pursuance of a judgment granted on 28 December 1993, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 September 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Undivided share to remainder of Lot 26, Tongaat, situated in the Township of Tongaat, Administrative District of Natal, in extent (1 987) one thousand nine hundred and eighty-seven square metres.

Street address: 71a Place Street, Tongaat, 4400.

Improvements: Brick under tile, water and lights, two bedrooms, lounge, bathroom, toilet and kitchen (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 centum) of the purchase price in cash on the day of the sale and the balance against transfer which shal be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and any arrears 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 Magistate's Court, Inanda Area (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Verulam on this the 5th day of August 1994.

M/s Logan Pillay & Associates, Plaintiff's Attorneys, Suite 2, First Floor, Temple Chambers, 52/54 Moss Street, Verulam, 4340. (Ref. LMP/as/N38.)

Case 30995/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARTIZBURG

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Execution Creditor, and **Thakor Kalan Karshan,** Execution Debtor

In pursuance of a judgment granted on 13 January 1994, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 September 1994 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 5 of Lot 106, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and twelve (512) square metres.

Postal address: 24 Gogas Road, Raisethorpe, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling-house built of brick under tile roof comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and toilet and patio. Outbuildings include a garage, a store-room and a toilet.

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 furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen comma two five per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distrubtion from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the plaintiff and the purchasr shall pay all the tranfers due, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 10th day of August 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 5890/85

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedbank Limited,** Plaintiff, and **Cornelius Borcherds,** Fourth Defendant

In pursuance of a judgment dated 11 November 1992, the above Honourable Court and a warrant of execution, the following property will be sold in execution on 9 September 1994 at 10:00, in front of the Magistrate's Court, Scottburgh, Scott Street, Scottburgh, to the highest bidder, viz:

Certain: Lot 150, Mtwalumi, situated in the Mtwalumi Development Area and in the Natal Joint Services Area, measuring 4 047 (four thousand and forty-seven) square metres, held by Deed of Transfer T2798/1975.

Improvements: No guarantees.

Brcik and cement under asbestos dwelling consisting of kitchen, lounge/dining-room combined, two bathrooms, two bedrooms, with B.I.C., verandah, outbuildings and corrugated servants' quarters.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of the sale. The balance of the purchase price and interest on the full purchase price to date of registration of transfer to be secured by an approved bank or building society guarantee to be furnished to the Sheriff of the Supreme Court of South Africa, within 14 (fourteen) days after the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff of the Supreme Court, Scottburgh, 1 Savell Place, Scottburgh South.

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

B. E. Saunders, c/o Helen Ellis, Attorney, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-7097.) (Ref. Mr Saunders/LK/N221.)

Case 15845/94

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 **Muzochithwayo Bernard Gcabashe,** First Judgment Debtor, and **Janet Busisiwe Gcabashe,** Second Judgment Debtor

In pursuance of a judgment in the above Court, and writ of execution dated 26 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 September 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Lot 1224, Edendale (Ashdown), situated in the Township of Edendale, Administrative District of Natal, in extent 374 square metres, situated at Lot 1224, Edendale A, Pietermaritzburg, held by the Judgment Debtors under Deed of Grant No. 00012683.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single storey dwelling constructed of block under tile, comprising lounge, kitchen, two 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 on this the 29th day of July 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 13174/94

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 **Benjamin Henry Niekerk,** First Judgment Debtor, and **Louisa Bertha Julia Niekerk,** Second Judgment Debtor

In pursuance of a judgment in the above Court, and writ of execution dated 14 June 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 September 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 2 of Lot 1762, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 502 square metres, situated at 4 Wallace Road, Manor, Pietermaritzburg, held by the Judgment Debtors under Deed of Transfer No. 23535/91.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single storey dwelling constructed of brick under tile, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, verandah and swimming-pool, with concrete driveway.

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 on this the 1st day of August 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 15649/94

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 **Andrew George Appleton,** Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 21 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 September 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

1. A unit consisting of:

(a) Section 23, as shown and more fully described on Sectional Plan SS87/1990 in the scheme known as Golden Pond in respect of the land and building or buildings situated at Local Authority Hilton Town Board Area, of which section the floor area, according to the said sectional plan is 121 (one hundred and twenty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

2. A unit consisting of:

(a) Section 24, as shown and more fully described on Sectional Plan SS87/1990 in the scheme known as Golden Pond in respect of the land and building or buildings situated at Local Authority Hilton Town Board Area, of which section the floor area, according to the said sectional plan is 70 (seventy) 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.

Situated at Sections 23 and 24, Golden Pond, 8 Somerset Road, Hilton, held by judgment debtor under Deed of Transfer 4959/93.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A double unit comprising:

Downstairs: Lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

Upstairs: Bedroom and bathroom/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 28th day of July 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 245/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Nhliziya Xulu,** Defendant

In pursuance of a judgment granted on 4 May 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 September 1994 at 09:00, to be held in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J2570, situated in the Township of Esikhawini, District of Ongoye, in extent 563 (five hundred and sixty-three) square metres.

(b) Street address: Ownership Unit J2570, Esikhawini Township.

(c) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exceptions:* no special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of August 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. ([Ref. Mr de Ridder/05/K600/708 (708/94).]

Case 816/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Polinah Belina Jacobs,** Defendant

In execution of a judgment at the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 9 September 1994 at 09:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 910 (of 563), of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 230 (two hundred and thirty) square metres held under Deed of Transfer No. T28295/90.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 14 Tarentaal Road, Eastwood, Pietermaritzburg.

2. The property has been improved by the construction thereon of a dwelling with two bedrooms, bathroom, lounge and kitchen.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 28th day of July 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dwes/vmh/S 239.)

Case 13051/94

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 **Mafakathini Gideon Dlamini,** Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 22 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 September 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Lot 1442, Edendale (Edendale A), situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 300 square metres, situated at Lot 1442, Edendale A, Pietermaritzburg, held by Judgment Debtor under Deed of Grant 00013950.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special residential.

Improvements: A single storey dwelling constructed of block under tile, comprising of lounge, kitchen, two bedrooms, bathroom, shower 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 29th day of July 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 1690/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Hamilton Tom Khuzwayo,** 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 9 September 1994 at 09:30, at the Sheriff's Office 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 1570 Imbali III, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent of 1 951 (one thousand nine hundred and fifty-one) square metres, represented and described on Deed of Grant 07481.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1570 Imbali III, in the Township of Edendale, District of Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal during normal office hours.

Dated at Pietermaritzburg this 1st day of August 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley Houe, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0208/B4.)

Case 15095/94

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

In the matter between **NBS Bank Limited (Reg. 87/01384A/06),** Judgment Creditor, and **Veryll-Ann Dove,** Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 22 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 September 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 390 (of 378) of Lot 1531, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 2 109 square metres, situated at 80 Craigie Drive, Montrose, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T19529/87.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special residential.

Improvements: A single storey dwelling constructed of brick under tile, comprising of lounge, dining-room, kitchen, pantry, scullery, four bedrooms, two bathrooms, three toilets, front and side verandah, TV-room and entrance hall.

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 29th day of July 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 1587/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Natal Building Society Limited** (Ref. 87/01384/06), Plaintiff, and **P. T. Gumede,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 5 May 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D1606, Ezakheni, situated in the Administrative District of KwaZulu, in extent three hundred (300) square metres, held under Certificate of Right of Leasehold G5741/89.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Concrete block under asbestos roof, comprising two bedrooms, living-room and dining-room combined, bathroom, toilet and washbasin.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 13 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 (one hundred rand) in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith this 12th day of August 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0279.)

Case 36/94

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 **L. J. Maduna,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 4 May 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00 in front of the Magistrate's Court, Ezakheni:

Unit B2426, Ezakheni, in extent 493 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G3059/88.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings.

Extent: 493 (four nine three) 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 13 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 (one hundred rand) in value above the proceeding 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 11th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF515.)

Case 39/94

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 **N. K. Landingwe,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 8 June 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00 in front of the Magistrate's Court, Ezakheni:

Unit C3956, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G0720/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room, kitchen, w.c. and bathroom combined.

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 13 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The property is within a black area and is accordingly reserved for ownership of the Black Group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 11th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF511.)

Case 3871/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **M. L. Ncala,** First Defendant, and **T. R. Ncala,** Second Defendant

In pursuance of a judgment granted in the above Honourable Court on 25 October 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00 in front of the Magistrate's Court, Ezakheni:

Lot 1172, Steadville, in extent 300 square metres, situated in the Administrative District of Natal, held under Certificate of Registered Grant of Leasehold T1369/92.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Brick house with iron roof, lounge, kitchen, two bedrooms and toilet.

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 13 September 1994 at 10:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The property is within a black area and is accordingly reserved for ownership of the Black Group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 11th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF465.)

Case 48/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **M. K. Zondi,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 8 June 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00 in front of the Magistrate's Court, Ezakheni:

Unit D2022, Ezakheni, in extent 200 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G005353/91.

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.

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 13 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The property is within a black area and is accordingly reserved for ownership of the Black Group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 12th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF527.)

Case 84/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **B. S. Hadebe,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 February 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit D2018, eZakheni, in extent 353 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G005349/91.

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, in extent 353 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 13 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 12th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF488.)

Case 90/93

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 **K. V. Makathini,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 February 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit C2168, eZakheni, in extent 1 012 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G005685/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising of two bedrooms, living-room, kitchen, w.c. and bath-room combined, in extent 1 012 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 13 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 of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 12th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF480.)

Case 72/93

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 **F. A. Khumalo,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 11 November 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit D2016, eZakheni, in extent 250 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G5347/91.

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, in extent 250 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 13 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 12th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF446.)

Case 1650/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Natal Building Society Limited** (Ref. No. 87/01384/06), Plaintiff, and **M. P. Hlomuka,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 3 May 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 13 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit A935, Ezakheni, situated in the Administrative District of KwaZulu, in extent 300 (three hundred) square metres, held under Deed of Grant 4521/85.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Brick under tile dwelling, comprising three bedrooms, living-room, dining-room, kitchen, bathroom and w.c., garage and carport and a verandah.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 13 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 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold.

The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith this 12th day of August 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0271.)

Case 2359/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Edwin Nhlanhla Nkosi,** First Defendant, and **Duduzile Rosemary Nkosi,** Second Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcaslte dated 28 June 1994, the following immovable property will be sold in execution on 7 September 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Lot 5936, Newcastle Extension 34, situated in the Borough of Newcastle, Administrative District of Natal, measuring 975 (nine hundred and seventy-five) square metres.

Street address: 34 Mbizane Street, Ncandu Park, Newcastle.

Improvements: Single storey brickhouse under iron roof consisting of three bedrooms, kitchen, lounge, dining-room, one and a half bathrooms, study and garage.

None of the above improvements nor vacant possession is guaranteed.

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, Newcastle, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Newcastle this 26th day of July 1994.

S. W. Saville, for Stuart Saville & Co. Inc., Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 53021.]

Case 16663/94

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 **Dhasrath Ramharak Singh,** First Judgment Debtor, and **Lakpathi Singh,** Second Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 1 August 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 September 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 7 of Lot 138, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 428 (four hundred and twenty-eight) square metres.

Situated at 6 Jarier Road, Raisethorpe, Pietermaritzburg.

Held by Judgment Debtors under Deed of Transfer T29672/81.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special residential.

Improvements: A single-storey dwelling constructed of brick under tile, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower and two w.c.'s and front and side verandahs and TV lounge.

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 4th day of August 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 172/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bonginkosi Albert Simelane,** Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcastle, dated 15 February 1993, the following immovable property will be sold in execution on 7 September 1994 at 10:00, at the front entrance of the Magistrate's Court, to the highest bidder:

Subdivision 39 (of 32) of Lot 786, Newcastle, situated in the Borough of Newcastle, Administrative District of Natal, measuring one thousand and twenty (1 020) square metres.

Street address: 21 Griesel Place, Pioneer Park, Newcastle.

Improvements: Single storey brickhouse under concrete tiled roof consisting of three bedrooms, kitchen, lounge, dining-room, study, one and a half bathroom, carport and garage.

None of the above improvements nor vacant possession is guaranteed.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court Newcastle, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Newcastle this 26th day of July 1994.

S. W. Saville, for Stuart Saville & Company Inc. (Reg. No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 5-3021.]

Case 356/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Isaia Sithuli Mpanza,** Defendant

In pursuance of a judgment granted on 24 May 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 September 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1399, situated in the Township of Sundumbili, District of Inkanyezi, in extent 385 (three hundred and eighty-five) square metres.

1. (b) *Street address:* Ownership Unit B1399, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling comprising of lounge, three bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/05/K603/747 (747/94).]

Case 301/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Linette Sipindile Mthembu,** Defendant

In pursuance of a jugment granted on 9 May 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 September 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit NB1960, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

1. (b) *Street address:* Ownership Unit B1960, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, kitchen, two bedrooms, bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osburn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 1st day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/05/K603/731 (731/94).]

Case 300/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Thembinkosi Babo Mzimela,** Defendant

In pursuance of a judgment granted on 9 May 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 14 September 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B2241, situated in the Township of Sundumbili, District of Inkanyezi, in extent 510 (five hundred and ten) square metres.

(b) *Street address:* Ownership Unit B2241, Sundumbili Township.

(c) *Property description* (not warranted to be correct): Single storey block under concrete tiled roof dwelling comprising a lounge, two bedrooms, kitchen and shower. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 1st day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr De Ridder/05/K603/737.)

Case 206/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Washamfana Jeffrey Mcambi,** Defendant

In pursuance of a judgment granted on 19 April 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 20 September 1994 at 09:00, to be held in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J2490, situated in the Township of eSikhawini, District of Ongoye, in extent 400 (four hundred) square metres.

(b) *Street address:* Ownership Unit J2490, eSikhawini Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising a lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/05/K600/714 (714/994).]

Case 165/94

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

In the matter between **First National Bank Limited,** Plaintiff, and **Hamilton Nkosinathi Ncanana,** Defendant

In pursuance of a judgment granted on 4 May 1994, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 20 September 1994 at 09:00, at the Magistrate's Court Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J2137, in extent 338 (three hundred and thirty-eight) square metres, situated in the Township of eSikhawini, District of Zululand and held by Deed of Grant G5319/86.

(b) *Street address:* J2137 eSikhawini.

(c) *Property description* (not warranted to be correct): Private dwelling-house.

(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, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 21st day of July 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/F0009/94.)

Case 7860/93

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 **Maurice Keith Sookool,** First Defendant, and **Joyce Magdalene Sookool,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 9 September 1994 at 10:00:

Description: Lot 3, Austerville, situated City of Durban, Administrative District of Natal, in extent 175 (one hundred and seventy-five) square metres, held under Deed of Transfer T10754/93.

Physical address: 13 Silvertree Road, Austerville, Wentworth, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising two bedrooms (en suite with shower and toilet), bathroom (with basin/basin and toilet, tiled floor), lounge (tiled floor), kitchen (with tiled floor and fitted cupboards).

There are not outbuildings.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 21st day of July 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7003/mvr.)

Case 3278/94

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 **Lance Malcolm Poole,** First Defendant, and **Debra Lesley Poole,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 9 September 1994 at 10:00:

Description: Subdivision 171 of Lot 9505, situated in the City of Durban, Administrative District of Natal, in extent eight hundred and six (806) square metres, held under Deed of Transfer T241/91.

Physical address: 489 Oliver Lea Drive, Umbilo, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/shower and toilet.

The outbuildings comprise garage, servant's room, toilet/shower, laundry and store-room.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 25th day of July 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7481/mvr.)

Case 210/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **S. Z. Ncwane,** Defendant

In pursuance of a judgment in the Magistrate's Court, Ladysmith, and a warrant of execution issued on 16 May 1994, the following property will be sold in execution on 20 September 1994 at 15:00, at the Magistrate's Court, Ezakheni, to the highest bidder:

Unit E807, situated in the Township of Ezakheni, County of Klip River, in extent 432 (four hundred and thirty-two) square metres.

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

Improved as follows: Two bedroomed house with lounge and dining-room, bathroom/toilet and kitchen under iron roof.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale and the balance to be secured within fourteen (14) days thereafter by a bank or building society guarantee.

3. 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 Court, Ladysmith.

Dated at Ladysmith this 26th day of July 1994.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith.

Case 1700/94

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 **Barbara Jacomina Haskins,** First Defendant, and **Peter Haskins,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 9 September 1994 at 10:00:

Description: Subdivision 20 of Lot 270, Merepark, situated in the City of Durban, Administrative District of Natal, in extent 960 (nine hundred and sixty) square metres, held under Deed of Transfer T2686/93.

Physical address: 33 Highnett Road, Bluff, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey-house, brick under tiled roof.

Main house: Three bedrooms, toilet tiled floor, bathroom with bath/basin lino floor, lounge carpeted, dining-room carpeted, kitchen wooden floor and fitted cupboards.

Servants' quarters: Attached to house, toilet/shower, there is also a swimming-pool, the property is fully fenced with a wooden fence.

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 Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 26th 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.607/J. C. Jones.)

Case 2176/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Zibuse Christian Bekwa,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 9 May 1994, the property listed hereunder will be sold in execution on 16 September 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit A6111, kwaNdengezi, situated in the Township of kwaNdengazi, District of Mpumalanga, in extent one thousand (1 000) square metres.

Postal address: Unit A6111, kwaNdengezi Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and corrugated asbestos dwelling consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 1st day of August 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/262.)

Case 9560/94

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 **Wayne Robert Mulder,** First Execution Debtor, and **Bronwyn Erica Mulder,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Durban and writ of execution dated 6 June 1994, the property listed hereunder will be sold in execution on 22 September 1994 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Lot 1090, Sea View, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and thirty-three (733) square metres.

Postal address: 9 Sea Glen Dirve, Sea View, 4094.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A singel storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., patio, carport 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 Central. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 1st day of August 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/254.)

Case 28765/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Garry Shaun Smith,** Execution Debtor

In pursuance of a judgment granted on 1 June 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 6 September 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain immovable sectional title unit being:

(a) Section 2, as shown and more fully described on Sectional Plan 20/1983, in the scheme known as Jeandale, in respect of the land and building or buildings situated at Durban Local Authority, Durban, of which section the floor area according to the said sectional plan is 53 (fifty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 2 Jeandale, 14 McKenzie Road, Durban.

Improvements: Sectional title unit consisting of entrance hall, lounge, kitchen, two bedrooms, bathroom and toilet.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 25th day of July 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/033669/Mrs Chelin.)

Case 5657/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Bhekekhaya Philnet Madlala,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 13 June 1994, the property listed hereunder will be sold in execution on 16 September 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K206, in the Township of KwaDabeka, in the District of Clermont, in extent three hundred and twenty-five (325) square metres, represented on General Plan 350/1987.

Postal address: Unit K206, KwaDabeka Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., paving slabs and screenwall.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 2nd day of August 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/100.)

Case 18431/94

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

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Kenneth Gary van Aardt,** First Execution Debtor, and **Pamela Jill Alice van Aardt,** Second Execution Debtor

In pursuance of a judgment granted on 1 June 1994 in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 13 September 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Street address: 9 Hanbury, 36 Candella Road, Sherwood, Durban.

Title deed description: A unit consisting of section 9 as shown and more fully described on Sectional Plan SS294/91, in the scheme known as Hanbury in respect of the land and building or buildings situated at the City of Durban of which the floor area, according to the said sectional plan is 108 (one hundred and eight) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Certificate of Registered Sectional Title ST294/91.

Improvements: Being a duplex house consisting of:

Ground floor: Entrance hall, lounge with tiled floor, toilet with wash basin, dining-room, kitchen with built-in units (floor and walls tiled).

Upstairs: Three bedrooms with built-in cupboards and carpets, toilet/bathroom with wash basin and shower cubicle.

Outside: Small private garden with splash swimming-pool, garage with roll-up door and wash area.

Zoning: Residential, but 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 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 approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the date of the sale.

3. Interest is payable on the purchase price from date of sale to date of registration of transfer of the property both dates inclusive, at a rate equivalent to the rate payable under and in terms of the mortgage bond registered on the property in favour of the Execution Creditor. The method of calculating the interest will be as per the said mortgage bond.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

5. The property and the improvements thereon are sold voetstoots and without any warranties.

6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 10th day of August 1994.

Mooney Ford & Partners, Plaintiff's Attorneys, Seventh Floor, SA Perm Building, 343 Smith Street, Durban. (Ref. GLMD/LE/F292.)

Case 11319/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Gordan C. Ratanjee,** First Defendant, and **Mary-Ann Elizabeth Ratanjee,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 8 June 1994, the following property will be sold in execution on Friday, 16 September 1994 at 11:00, in the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Lot 258, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and ninety (490) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 15 Milkwood Road, Panorama Gardens, Pietermaritzburg, the main dwelling comprises a single detached house consisting of three bedrooms, one and a half bathroom, shower, kitchen, dining-room and lounge.

Important terms and conditions:

(a) The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 8th day of August 1994.

Ganie & Co., Plaintiff's Attorneys, 493 Longmarket Street, Pietermaritzburg. (Ref. YC:SD:N099.)

Case 16287/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Eugene Bonginkosi Sibisiso Zuma,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 August 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:

Site 1317 (Unit BB) situated in the Township of Edendale East, Administrative District of Pietermaritzburg, in extent five hundred and fifty-nine (559) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Subdivision 1317 (BB) Edendale East, Pietermaritzburg, and the property consists of land improved by a single storey dwelling-house comprising three bedrooms, bathroom, two w.c.'s, lounge, dining-room and kitchen. Outbuilding consists of garage.

Material condition 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 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 9th day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 2665/93

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

In the matter between **Mrs C. Wildey,** Plaintiff, and **Mr M. Potgieter,** First Defendant, and **Mrs B. Potgieter,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11 June 1993, 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 76 (of 1) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and twenty-one (221) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 21 Adelaar Road, Eastwood, Pietermaritzburg and consists of a double storey dwelling-house under concrete block and asbestos roof comprising four bedrooms, one and a half bathroom, kitchen, lounge, dining-room, family room and study. Outbuildings comprise a garage and/or servants' quarters.

Material condition 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 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 9th day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 15660/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Mahomed Sadack Abdul Khaliq,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 August 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 5 of Lot 28, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 510 (five hundred and ten) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 19 Baijoo Road, Northdale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under corrugated iron and brick comprising three bedrooms, two w.c.'s, lounge, dining-room, kitchen and front and side verandahs. Outbuilding consists of garage, servants and w.c.

Material condition 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 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 10th day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 73/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENSO

In the matter between **Adsons,** trading as **Shelving Master,** Plaintiff, and **M. Naidoo,** Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 26 August 1992, and a warrant of execution, the undermentioned property will be sold in execution on 19 September 1994 at 10:00, in front of the Magistrate's Court, Colenso:

Lot 5, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent 5 059 (five thousand and fifty-nine) square metres, held by Deed of Transfer T13157/91.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

A shopping complex of which shop is complete and is leased to a tenant thereof, four shops of which window panes and roofing is to be completed, and two shops in the course of commencement (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within 14 (fourteen) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, Estcourt.

Dated at Ladysmith on this the 8th day of August 1994.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04A125001/IWG/rg.)

Saak 2913/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen KwaZulu Finance & Investment Corporation Ltd, Eksekusieskuldeiser, en **Fanungekho Petros Ngcongolwana,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en lasbrief vir eksekusie teen onroerende goed gedateer 28 Julie 1994, sal die ondervermelde eiendom op 14 September 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik sekere Eenheid C1582, Osizweni.

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 9de dag van Augustus 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

Case 1487/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **ABSA Bank Limited,** trading as United Bank, Execution Creditor, and **Marthinus Francois Stiglingh,** Execution Debtor

In pursuance of a judgment of the Magistrate's Court of the District of Lower Tugela, held at Stanger, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 October 1994 at 10:00, at the front of the Magistrate's Court Building, Couper Street, Stanger:

Description: Lot 439, Salt Rock Extension 1, situated in the Umhlali Town Board Area and in the Port Natal—Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 239 (one thousand two hundred and thirty-nine) square metres.

Physical address: 5 Lagoon Drive, Salt Rock.

Improvements: Vacant land.

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% 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 day of 1993.

Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RJ/A318/Colls.)

Case 816/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd.,** Execution Creditor, and **Nini Bernard Mahlobo,** First Execution Debtor, and **Nomsa Canary Mahlobo,** Second Execution Debtor

Pursuant to a warrant of execution dated 10 June 1994, the following properties will be sold in execution, jointly and/or separately by the Sheriff of the Court, Estcourt, Natal, on Monday, 12 September 1994 at 10:00, in front of the Magistrate's Court, Estcourt:

Subdivision 7 (of 2) of the farm Solferino 2127, situated in the Administrative District of Natal, in extent 2 164 (two thousand one hundred and sixty-four) square metres, and held under Deed of Transfer T20296/92.

Improvements: Brick building under tile roof comprising of eating house, store-room, living-room and kitchen and block building under corrugated iron roof comprising of two toilets and block building under corrugated iron roof comprising of nine dwelling rooms and garage with blocks under corrugated iron roof; and

Subdivision 8 (of 2) of the farm Solferino 2127, situated in the Administrative District of Natal, in extent 1,8070 (one comma eight nought seven nought) hectares and held under Deed of Transfer T20296/92.

Improvements: Large block building under corrugated iron roof comprising of large supermarket and butchery and cold room and two steel sheds, large water tank, brick room under corrugated iron roof, two block building sheds under corrugated iron roof and three toilets corrugated iron roof.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 9 August 1994.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 2897/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Vusi Alfred Nkosi,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and writ of execution dated 26 July 1994, the undermentioned property will be sold in execution on 14 September 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site F2204, Madadeni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this the 12th 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 1577/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Clayton Hammond,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, dated 13 June 1994, the following immovable property will be sold in execution on 16 September 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 39, Port Edward, situated in the Port Edward Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 4 047 (four thousand and forty-seven) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at 6 Newport Road, Port Edward.

Upon the property is vacant stand.

Material conditions of sale: The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, 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, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Executuion Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate on this the 11th day of August 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate and/or 50 Bisset Street, Port Shepstone.

Case 2367/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Kito Anthony Mantengu,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, dated 2 May 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban, on 9 September 1994 at 10:00, on the steps of the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

Property description: Site 142, situated in the Township of kwaDabeka B, District of Pinetown, in extent 859 (eight hundred and fifty-nine) square metres, held under Deed of Grant G001558, subject to the conditions contained therein and especially subject to a reservation of mineral rights in favour of trust.

Physical address of property: Stand 142, Clermont Extension, Pinetown.

Zoning of property: Residential.

Improvements of property (but nothing is guaranteed in respect thereof):

Double storey main building consisting of lounge, four bedrooms, bathroom, w.c., two meses and store-room. Detached outbuilding consisting of bathroom, w.c. and three bedrooms.

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 in cash together with auctioneer's commission, in cash immediately after the sale, the balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Pinetown, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court.

Dated at Durban this 2nd day of August 1994.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Fild Street, Durban. (Tel. 304-4706.) (Ref. RN/gdp/43F6173.A3.)

Case 3703/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Allied Bank** (a division of ABSA Bank Limited, No. 86/04794/06), Execution Creditor, and the trustees for the time being of the **Maree Familie Trust,** No. 1516/91, Execution Debtor/s

In pursuance of a judgment granted on 8 February 1994, in the Court of the Magistrate, Port Shepstone, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 16 September 1994 at 11:00, in front of the Magistrate's Court, on the front steps, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Lot 1079, Port Shepstone (Extension 1), situated in the Borough of Port Shepstone, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand nine hundred and ninety (1 990) square metres.

Postal address: 29 Alamein Drive, Port Shepstone.

Improvements: Dwelling under brick and tile, consisting of double garage, lounge, dining-room, toilet and basin, bath, shower and basin, main on suite (bath, shower, basin and toilet), four bedrooms, kitchen, servant's room with toilet and shower and verandah.

Town-planning: Zoning: Residential.

Special privileged: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) fourteen days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Perry Road, Durban, 4001. (Ref. L. Holmes/L. Holmes/019658.)

Case 83033/93

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

In the matter between **Allied Bank** (a division of ABSA Bank Limited, No. 86/04794/06), Execution Creditor, and **Pharmandan Arumugam Naidoo,** Execution Debtor/s

In pursuance of a judgment granted on 18 January 1994, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 15 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 section 43, as shown and more fully described on Sectional Plan SS52/91, in the scheme known as Redbro Centre, in respect of the land and building or buildings situated at Isipingo, of which section the floor area, according to the sectional plan is twenty-nine (29) square metres in extent; and an undivided share in the common property apportioned to the said section in accordance with the participation quota of the said section.

Postal address: Shop 315,4 Alexander Avenue, Isipingo Rail, Isipingo.

Improvements: Vacant business premises consisting of room with tiled floor and a basin, glass front.

Town-planning: Zoning: Commercial.

Special privileged: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) fourteen days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Perry Road, Durban, 4001. (Ref. L. Holmes/L. Holmes/020264.)

Case 3057/94

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

In the matter between **Khayalethu Home Loans (Proprietary) Limited,** Plaintiff, and **Cynthia Thembile Sidlayi,** Defendant

In pursuance of judgment granted on 9 May 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 September 1994 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit D165, in extent 319 square metres, situated in the Township of KwaDabeka, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 12411, physical address Ownership Unit D165, KwaDabeka.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (34m^2) comprising kitchen, lounge, bedroom, bathroom and wcs. Municipal water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 11% (eleven per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

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

Strauss Daly Inc., 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z24258/cb.)

Case 1251/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Collector of Rates for the Munster Town Board,** Plaintiff, and **Rawchem (Pty) Limited,** Defendant

In pursuance of a judgment granted by the above Honourable Court on 27 July 1993, and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, on 9 September 1994 at 11:00, namely:

Lot 411, Glenmore, situated in the Munster Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 532 square metres and situated at 35 Milton Road, Glenmore:

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the trust account of the Sheriff of the Magistrates Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by plaintiff conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

The stand is vacant.

Douglas Kent & Co., Attorneys for the Plaintiff, 1–6 Standard Bank Building, Marine Drive, P.O. Box 205, Margate, 4275.

Case 330/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Collector of Rates for the Borough of Margate,** Plaintiff, and **A. D. Robertse,** Defendant

In pursuance of a judgment granted by the above Honourable Court on 9 March 1994, and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, on 9 September 1994 at 11:00, namely:

Lot 102, Margate, situated in the Borough of Margate Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 055 square metres and situated at 18 Collingwood Road, Margate:

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the trust account of the Sheriff of the Magistrates Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by plaintiff conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

The stand is vacant.

Douglas Kent & Co., Attorneys for the Plaintiff, 1–6 Standard Bank Building, Marine Drive, P.O. Box 205, Margate, 4275.

Case 1561/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Zwelabo Singiphile Myeza,** Defendant

In pursuance of a judgment granted 17 January 1994 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 August 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1490, situated in the Township of Sundumbili, District Inkanyezi, in extent 339 (three hundred and thirty-nine) square metres.

1. (b) *Street address:* Ownership Unit B1490, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising bedroom, lounge, kitchen and shower.

The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of August 1994.

Truter James de Ridder, Lincoln'n Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/557 (557/93.]

Case 175/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Bonga Fredrick Sithole,** Defendant

In pursuance of a judgment granted 11 April 1994 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 September 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1582, situated in the Township of Sundumbili, District Inkanyezi, in extent 300 (three hundred) square metres.

1. (b) *Street address:* Ownership Unit B1582, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising bedroom, lounge, kitchen and shower.

The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of August 1994.

Truter James de Ridder, Lincoln'n Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/701 (701/94.]

Case 291/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Reginald Vusumuzi Phiri,** Defendant

In pursuance of a judgment granted 20 April 1994 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 September 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1957, situated in the Township of Sundumbili, District Inkanyezi, in extent 327 (three hundred and twenty-seven) square metres.

1. (b) *Street address:* Ownership Unit B1957, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising lounge, kitchen, two bedrooms and shower.

The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of August 1994.

Truter James de Ridder, Lincoln'n Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. 05/K603/711 (711/93.]

Case 73360/93

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

In the matter between **First National Bank of SA Limited,** Plaintiff, and **Ingrid Gretel Hilzinger,** Defendant

In pursuance of a judgment granted on 30 December 1993, in the Court of the Magistrate, Durban, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction to the highest bidder for cash by the Sheriff of the Magistrate's Court, Durban Central, in front of the Magistrate's Court, Somtseu Road, Durban, on 29 September 1994 at 14:00, or so soon thereafter as possible:

Situation: 15 Cato Manor Road, Durban.

Description: Remainder of Subdivision 30 of Lot 951, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent 935 square metres and the remainder of Subdivision 31 of Lot 951, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent 1 003 square metres held under Deed of Transfer T1341/1979.

Improvements: One brick and tile house built on a double property comprising of one lounge/TV lounge, dining-room, kitchen with built in units, toilet/basin, study, five bedrooms one with en suite and all with built in wardrobes, bathroom/basin, shower, laundry, double garage, separate carport, servant's room with toilet/shower and swimming-pool.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff on the day of sale and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff for the Magistrate's Court within twenty-one (21) days after the date of sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 17,75% (seventeen comma seven five per cent) per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.

5. The property is to be sold as it stands, that is voetstoots and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 3rd day of August 1994.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MN/F128.)

Case 3394/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Andre Venter,** Plaintiff, and **Anton Venter,** Defendant

In pursuance of a judgment granted by the above Honourable Court on 15 December 1993, and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, on 9 September 1994 at 11:00, namely:

Lot 321, Uvongo, situated in the Borough of Uvongo Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 012 square metres and situated at 177 Marine Drive, Uvongo.

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

The stand is developed.

Douglas Kent & Co., Attorneys for Plaintiff, 1–6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

Case 2766/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Fidelity Bank Limited,** Plaintiff, and **Jasmine Theresa Johnston,** First Defendant, and **Jasmine Theresa Johnston N.O.,** Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 23 February 1994, the undermentioned immovable property will be sold by the Sheriff, Durban, by public auction on 16 September 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, Natal:

The immovable property is Subdivision 17 of Lot 3061, Durban, situated in the City of Durban, Administrative District of Natal, in extent four hundred and twenty-four (424) square metres.

Postal address: 19 Catterick Road, Berea, Durban, Natal.

Improvements: Brick under tile, lounge, kitchen, three bedrooms, dining-room, entrance hall, bathroom, pantry, shower/toilet, toilet and terrace.

Outbuildings: Carport, laundry, shower and store-room.

Zoning: Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 15 Milne Street, Durban, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 16,15% (sixteen comma fifteen per cent) per annum from 1 August 1993, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 8th day of August 1994.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0134/93.)

Case 2510/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Sanjiv Kumar Sewmungal,** First Defendant, and **Shoana Sewmungal,** Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 9 September 1994 at 10:00, at the front entrance to the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 2643, Reservoir Hills Extension 7, situated in the City of Durban, Administrative District of Natal, held by Defendants under Deed of Transfer T6730/93 and having street address at 178 Varsity Drive, Reservoir Hills.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned Special Resic'ential 650.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots) single storey brick under asbestos roof dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom and w.c., and attached carport with detached servants' quarters plus shower/toilet.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 9th day of August 1994.

J. M. Koch, for John Koch & Co., Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Fields Streets, Durban. (Ref. JMK/CDW/F.1348/D11.)

Case 4533/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Xheku Francis Mbambo,** Defendant

In pursuance of judgment granted on 18 June 1992 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 16 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 416, in extent 330 square metres, situated in the Township of Ohlange, represented and described on General Plan SG2271/1987, held by virtue of Deed of Grant 00011359.

Physical address: Ownership Unit 416, Ohlange.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (47 m^2) comprising kitchen, lounge, two bedrooms and outside shower, municipal electricity, water supply, local authority, sanitation pitlatrine.

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% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 8th day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z02104/35.)

Case 418/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Bhekumuzi Samson Gumede,** Defendant

In pursuance of judgment granted on 26 May 1994 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, 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 V1002, in extent 445 square metres, situated in the Township of Umlazi, represented and described on General Plan BA133/1973, held by virtue of Deed of Grant 3304/82.

Physical address: Ownership Unit V1002, Umlazi.

The property has been improved by the erection of a double storey thereon, consisting of a double storey brick/plaster and slate dwelling (ground floor) (55 m^2) and (first floor) (92 m^2) comprising of kitchen, dining-room, lounge, three bedrooms, two bathroom, w.c. and attached garage, municipal electricity, water supply and sanitation, local authority.

Improvements: 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 29,25% (twenty nine comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 4th day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23446/35.)

Case 1649/94

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 **Robert Alan Harmer,** Defendant

In pursuance of a judgment granted on 10 February 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 September 1994 at 14:00, at the front entrance of the Magistrate's Court Building, Somtseu Road, Durban.

Description: Remainder of Lot 175, of Rose Hill 10663, situated in the City of Durban, Administrative District of Natal, in extent 1 267 (one thousand two hundred and sixty-seven) square metres, held under Deed of Transfer T25891/87.

Street address: 88 Acutt Avenue, Rose Hill, Durban.

Improvements: A brick and tile dwelling comprising of four bedrooms, lounge, kitchen, bathroom, toilet/shower, toilet.

Outside: Swimming-pool, servant's room, toilet/shower and garage (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 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 5th day of August 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref Z22387/JR.)

Case 630/94

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Bongani Alphons Mthanta,** Execution Debtor

Pursuant to a warrant of execution dated 29 June 1994, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Monday, 12 September 1994 at 10:00, in front of the Magistrate's Court, Estcourt:

Ownership Unit 2306, situated in the Township of Wembezi, situated in the District of Estcourt, in extent nine hundred and sixty-six (966) square metres and held under Deed of Grant 4222/112.

Improvements: Large brick building under corrugated iron roof comprising of two large rooms, two toilets and two bathrooms.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 2 August 1994.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 526/94

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Funomunye Amos Ngema,** Execution Debtor

Pursuant to a warrant of execution dated 3 June 1994, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Monday, 12 September 1994, at 10:00 in front of the Magistrate's Court, Estcourt:

Ownership Unit A1059, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area of Estcourt, in extent four hundred and sixty-four comma five (464,5) square metres, as shown on General Plan BA 8/1969 and held under Deed of Grant 1351/19.

Improvements: Brick building under asbestos roof, comprising of two bedrooms, kitchen, lounge and outside toilet; and brick building under corrugated iron roof, comprising of bedroom and dining-room/lounge combined.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 2 August 1994.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 23133.]

Case 2642/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Saambou Bank Limited,** Plaintiff, and **Mrs H. M. Trent,** Defendant

In pursuance of a judgment granted on 24 June 1994, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 September 1994 at 11:00, in the front of the Magistrate's Office, Empangeni:

1. (a) *Deeds office description:* Lot 1720, Empangeni (Extension 21), situated in the Borough of Empangeni, Administrative District of Natal, in extent one thousand seven hundred and eighteen (1 718) square metres, held under Deed of Transfer T3282/91 and subject to all the conditions contained therein, especially the reservation of mineral rights in favour of the State.

(b) *Street address:* 49 Paul Street, Empangeni.

(c) *Property description* (not guaranteed to be correct): Brick under tile single storey dwelling comprising lounge, dining-room, four bedrooms, two full bathrooms, kitchen and scullery.

Granny flat comprised of kitchen, two bedrooms, lounge and full bathroom.

Servants' quarters: Room/toilet/shower, double garage, property fenced on four sides.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemptions: Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction, without reserve, to the highest bidder:

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

Botha & Van der Bank, Plaintiff's Attorneys, 12 Davidson's Chambers, Union Street, Empangeni.

Case 249/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Saambou Bank Limited,** Plaintiff, and **Mr D. E. Trent,** Defendant

In pursuance of a judgment granted on 16 March 1993, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 September 1994 at 11:00, in front of the Magistrate's Office, Empangeni:

1. (a) *Deed offices description:* Subdivision 17, Lot 173, Umhlatuzi 10001, situated in the Borough of Empangeni, Administrative District of Natal, in extent two thousand nine hundred and seventy-two (2 972) square metres, held under Deed of Transfer T29263/91 and subject to all the conditions contained therein, especially the reservation of mineral rights in favour of the State.

(b) *Street address:* 23 Louis Botha Street, Empangeni.

(c) *Property description* (not warranted to be correct): Single storey dwelling: Brick under corrugated iron comprising two halls, two cloakrooms and a kitchen.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemptions: Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction, without reserve, to the highest bidder.

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

Botha and Van der Bank, Plaintiff's Attorneys, 12 Davidson's Chambers, Union Street, Empangeni.

Case 6369/94

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Gary Lance McArthur,** First Judgment Debtor, and **Wendy Ann McArthur,** Second Judgment Debtor

In pursuance of a judgment granted on 20 June 1994, in the Pietermaritzburg Magistrate's Court and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 9 September 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Subdivision 205 (of 204) of the farm Ockerts Kraal 1336, situatision 205 (of 204) of the farm Ockerts Kraal 1336, situated in the City of Pietermaritzburg, Administrative District of Natal.

In extent: One thousand four hundred and ninety-eight (1 498) square metres.

Postal address: 25 Holly Road, Cleland, Pietermaritzburg, Natal.

Improvements: Brick under tile dwelling, consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, single garage, servant's toilet and shower. Pool.

Held by the Judgment Debtors in their names under Deed of Transfer T15901/91 dated 3 July 1991:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchase shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys. The purchaser shall in addition be liable for payment of any Value-Added Tax should same be payable.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, P.O. Box 1407, Pietermaritzburg, 3200.

Dated at Pietermaritzburg this 1st day of August 1994.

C. J. G. Rosettenstein, for Lister and Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201; P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5450.)

Case 00737/94

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Zibuse Perfect Zondi,** First Judgment Debtor, and **Jubilee Meldred Lindiwe Zondi,** Second Judgment Debtor

In pursuance of a judgment granted 3 June 1994, in the Pietermaritzburg Magistrate's Court and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 9 September 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Subdivision 172 of Lot 1683 Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal.

In extent: Five hundred (500) square metres.

Postal address: 23 Oosthuysen Drive, Westgate, Pietermaritzburg, Natal.

Improvements: Single storey precast under tile dwelling, consisting of lounge, kitchen, three bedrooms, bathroom, two w.c.'s and store-room.

Held by the Judgment Debtors in their names under Deed of Transfer T27204/92 dated 23 July 1992:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys. The purchaser shall in addition be liable for payment of any Value-Added Tax should same be payable.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, P.O. Box 1407, Pietermaritzburg, 3200.

Dated at Pietermaritzburg this 1st day of August 1994.

C. J. G. Rosettenstein, for Lister and Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201; P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5505.)

Case 12552/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Koabraj Maharaj,** First Execution Debtor, and **Mrs Naricksha Devi Maharaj,** Second Execution Debtor

In pursuance of judgment granted on 26 April 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 9 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 immovable land being: Lot 4784, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent six hundred and seventy-nine (679) square metres.

Postal address: 9 Nathson Close, Reservoir Hills, 4091.

Improvements: Vacant Land.

Town planning: Zoning: Special residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchase 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, 62 Caversham Road, Pinetown, or at our offices.

Dated at Durban this 25th day of July 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/030722/Mrs Chelin.)

Case 11359/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **Ntombizodwa Irene Gwacela,** Defendant

In pursuance of a judgment granted on 25 November 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 23 September 1994 at 10:00, 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 94, in extent 310 square metres, situated in the Township of Ohlange, represented and described on General Plan SG 2271/1987, held by virtue of Deed of Grant 00012201, physical address Ownership Unit 94, Ohlange.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single-storey block/plaster and asbestos dwelling (40 m^2), comprising of kitchen, lounge, two bedrooms and w.c. Municipal electricity and sanitation-pitlatrine.

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% (seventeen 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 11th day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z19501/35.)

Case 1123/86

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

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **Siphiwe Simon Kwela,** Defendant

In pursuance of a judgment granted 26 February 1987 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 14 September 1994 at 10:00, 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 AA909, in extent 526 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Grant 2887/73, physical address: Ownership Unit AA909, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey maxi brick/plaster and tile dwelling (76,5 m^2) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority. *Improvements:* Verandah (9,4 m^2) and an asbestos carport attached (23,04 m^2).

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 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, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 12th day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00895/35.)

Case 440/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **J. S. Mbonambi,** Defendant

In pursuance of a judgment granted on 8 June 1994 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 14 September 1994 at 10:00, at the Sheriff of the Magistrates' Court's Office, 2 Adam Building, Osborn Road, Eshowe.

1. (a) *Deeds office description:* Ownership Unit B339, Sundumbili, situated in the Sundumbili Township, District of Inkanyezi, County of Zululand, in extent three hundred and twenty-two (322) square metres.

1. (b) *Street address:* Site B339, Sundumbili Township.

1. (c) *Improvements (not warranted to be correct):* Single-storey dwelling consisting of three bedrooms, two bathrooms, kitchen and lounge/dining-room.

1. (d) *Zoning/special privileges or exemptions:* Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of August 1994.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/mh/09/N2622/94.)

Case 57199/93

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

In the matter between **The Body Corporate of Cressington,** Execution Creditor, and **J. Henning,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 9 November 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 September 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: (a) Section 42, as shown and more fully described on Sectional Plan SS69/1988, in the building or buildings known as Cressington, situated at Durban, of which the floor area according to the sectional plan is 74 (seventy-four) square metres in extent; and

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

Postal address: 74 Cressington, 37 Russell Street, Durban.

Improvements: Flat with brick walls comprising: Bedroom - carpeted, bath, basin and shower, toilet - separate, lounge with a closed up balcony, dining-room - carpeted, concrete walls, no air-conditioning, kitchen with tiles, lino and fitted cupboards no 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' Court Act, No. 32 of 1944 (as amended), and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per cent) per annumto 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), current and arrear levies due to the Body Corporate (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, Durban Central, Second Floor, 21 Stafmeyer House, Beach Grove, Durban.

Dated at Durban this 10th day of August 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/LJG/SALE:M30121.)

Case 11216/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Nundlall Gungah,** First Defendant, and **Beenawathy Harcharan Gungah,** Second Defendant

In pursuance of a judgment granted on 21 April 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 September 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 548, Northcroft, situated in the City of Durban, Administrative District of Natal, in extent 264 square metres.

Address: 54A Triplen Circle, Northcroft, Phoenix.

Improvements: Block under asbestos semi-detached dwelling, comprising of three bedrooms, lounge, kitchen, toilet and bathroom, together water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011530.)

Case 33585/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Tolani Ignatia Gumede,** Defendant

In pursuance of a judgment granted on 15 June 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 September 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Ownership Unit K1474, in the Township of kwaMashu, District of Ntuzuma, measuring 365 square metres.

Address: K1474, kwaMashu.

Improvements: Brick under asbestos dwelling, consisting of two bedrooms, lounge, kitchen, toilet with bathroom, water and no light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011554.)

Case 33590/94

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

In the matter between **NBS Bank Limited,** (Reg. No. 87/01384/06), Plaintiff, and **Dhawraj Mohunlal,** First Defendant, and **Gracie Mohunal,** Second Defendant

In pursuance of a judgment granted on 16 June 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 September 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 84, Rainham, situated in the City of Durban, Administrative District of Natal, in extent 319 (three hundred and nineteen) square metres.

Address: 21 Rainturn Road, Rainham, Phoenix.

Improvements: Block under asbestos semi-detached dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom and water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Maigstrate's Court, Verulam (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011557.)

Case 8746/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Christine Dorward Findlay,** Plaintiff, and **David McBeth Findlay,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 11 May 1994 and writ of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban North, on 16 September 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, subject to a reserve price.

Property description: Sectional title unit 1, Ritsro, consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan 2286/89 in the building or buildings known as Ritsro situated at Durban of which the floor area, according to the said sectional plan, is 67 square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

In terms of the rules of Ritsro, the owner of Unit 1, has the right to the exclusive use of the garden area demarcated Garden Area 1, which includes a swimming-pool.

Physical address of property: 50 Ritson Road, Berea, Durban.

Zoning: The property is zoned General Residential 2.

Improvements to property (but nothing is guaranteed in respect thereof): Three bedrooms, bathroom, toilet, large open plan lounge, dining-room and bar area, kitchen, separate entrance and back door and lock up garage.

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 in cash together with auctioneer's commission, immediately after the sale. The balance of the purchase price is payable on transfer and is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and furnished to the Sheriff of the Supreme Court, Durban North, within fourteen (14) days after the date of sale.

3. Payment of any Value-Added Tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor/bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, Durban North, 15 Milne Street, Durban.

Dated at Durban this 12th day of August 1994.

Henwood, Britter & Caney, Plainiff's Attorneys, Ninth Floor, Fedlife House, 320 Smith Street, Durban. (Tel. 304-3621.) (Ref. C. Glendining/F.13.)

Case 1950/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** formerly trading as Nedperm Bank Ltd, Plaintiff, and **Narrainsamy Munsamy,** First Defendant, and **Kanchanamala Munsamy,** Second Defendant

In pursuance of a judgment granted in the Magistrat's Court, Verulam, on 18 April 1994, and a writ of execution dated 19 April 1994, the immovable property listed hereunder will be sold in execution on 7 October 1994 at 10:00, at the front entrance of the Magistrate's Court Building, at Couper Street, Stanger:

Description of property: Lot 86, Tinley Manor Beach, situated in the Tinley Manor Beach Health Committee Area, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres.

Postal address: 86 Oceanview Drive, Tinley Manor, Stanger.

Improvements: None, vacant land.

Zoning: 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 15,25% (fifteen comma two five per cent) per annum from date of sale to date of registration of transfer on the amount to be awarded to the Plainiff 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 with 14 days after the date of sale furnish to the Sheriff an unconditional and acceptable guarantee for the balance of the purchase price and interest.

4. Transfer shall be affected 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 the office of the Sheriff of the Magistrate's Court, Stanger.

6. No warranty, undertaking or guarantee is given in regard to any of the matters stated herein.

Dated at Durban on this 10th day of August 1994.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban; P.O. Box 1905, Durban. (Ref. RDP/RBL/sg/781.)

Case 3652/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Fanyana Livingstone Qwane,** Defendant

In terms of a judgment of the above Honourable Court dated 17 June 1994, a sale in execution will be held on 14 September 1994 at 10:00, at Office 2, Adams Building, Osborn Road, Eshowe, to the highest bidder without reserve:

Ownership Unit 315, in the Township of Sundumbili-B, District County of Zululand, in extent of 322 square metres, represented and described on General Plan BA162/1974, held under Deed of Grant G2550/86, signed at Pretoria on 30 August 1985.

Subject to the conditions of title.

Physical address: B315 Sundumbili.

The following information is furnished but not guaranteed: Two bedrooms, bathroom and toilet, kitchen and lounge.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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 16th day of August 1994.

Strauss Daly Inc., Attorneys for Plaintiff, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty-/Z25908/OE.)

Case 20059/94

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

In the matter between **Boland Bank Limited,** Plaintiff, and **D. J. Heathcote,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Durban, dated 22 April 1994, and writ of execution dated 14 April 1994, the immovable property listed hereunder will be sold in execution on Friday, 16 September 1994 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Lot 8501, Pinetown Extension 67, situated in the Borough of Pinetown, Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 560 square metres and held under Deed of Transfer T19658/87.

Physical address: 44 Central Drive, Mariannridge, Pinetown.

Conditions:

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, lounge, kitchen, three bedrooms, full bathroom and separate toilet.

3. The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per centum) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Messenger of Court, Pinetown, immediately prior to the sale may be inspected at his office at 62 Caversham Road, Pinetown, Natal.

Dated at Pinetown this 17th day of August 1994.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/B130.)

Case 1407/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Amarsingh Harriram Singh,** First Defendant, and **Manitha Singh,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Friday, 10 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Ladysmith in front of the Magistrate's Court, Keate Street, Ladysmith, Natal, Thursday, on 15 September 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office at 5 Poort Road, Ladysmith, Natal, namely:

Lot 1264, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 1 301 (one thousand three hundred and one) square metres, which property is physically situated at 50 Delhi Road, Ladysmith, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T23731/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom and toilet. There is an outbuilding consisting of a kitchen, two rooms, bathroom and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 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 centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 16th day of August 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 7224/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Natal Building Society Limited,** Execution Creditor, and **Selby Thulani Ndlovu,** Execution Debtor

In pursuance of a judgement in the Supreme Court of South Africa (Durban and Coast Local Division) and writ of execution dated 6 January 1993, the immovable property listed hereunder will be sold in execution on 16 September 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit B1114, situated in the Township of kwaMashu, District of Ntuzuma, in extent 307 (three hundred and seven) square metres, held under Deed of Grant G8375/87, the immovable property is situated at B1114, kwaMashu.

Zoning: Special Residential.

Improvements: A brick under tile dwelling comprising lounge and dining-room combined, kitchen, three bedrooms, bathroom and toilet.

Nothing is guaranteed.

Municipal Electricity and Water Supply: Local Authority.

Possession: Vacant possession is not guaranteed; premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed 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 Supreme Court, 1 Inanda Area, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037] (Ref. T Rajkumar).

Dated at Durban on this the 12th day of August 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, Tenth Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N1607/92.)

Case 45/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Trust Bank** (a division of ABSA Bank Limited, No. 86/04794/06), Execution Creditor, and **Mr W. Glew,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, dated 1 February 1994, the following immovable property will be sold in execution on 9 September 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 1591, and in the Ramsgate Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 451 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 1591, Ramsgate, and is a vacant land.

Material conditions of sale:

The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Rivierview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate on this the 12th day of August 1994.

Louis Hansmeyer, Execution Creditor's Attorney, Margate Sands Building, Marine Drive, P.O. Box 1965, Margate, 4275. (Ref. LAHmw/H4/94.)

Case 304/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALFRED HELD AT HARDING

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Harry Percival Allan Ullbricht,** First Execution Debtor, and **Crystel Genevieve Ullbricht,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Harding, dated 20 October 1992, the following immovable property will be sold in execution on 16 September 1994 at 10:00, at the Magistrate's Court, Harding, to the highest bidder:

Remainder of Lot 242, Harding, situated in the Township of Harding, Administrative District of Natal, in extent 2 024 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at 29 Paterson Street, Harding.

Upon the property is a dwelling constructed of cement blocks under corrugated iron consisting three bedrooms, two bathrooms, kitchen, dining-room, study, lounge and garage.

Material conditions of sale:

The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Harding, within fourteen (14) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Murchison Street, Harding, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate on this the 15th day of August 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 10 Hawkins Street, Harding.

Case 302/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Sunboy Reuben Magcaba,** Defendant

In pursuance of a judgment granted on 9 May 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 September 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1375, situated in the Township of Sundumbili, District of Inkanyezi, in extent 440 (four hundred and forty) square metres.

(b) *Street address:* Ownership Unit B1375, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, kichen, three bedrooms and shower. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 1st day of August 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/05/K603/736 (736/94).]

Case 1261/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Helmut Rudi Karl Klaiber,** First Execution Debtor, and **Helmut Heinrich Karl Klaiber,** Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 3 June 1991, the following immovable property will be sold in execution on 16 September 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 122, Marina Beach, situated in the Marina Beach Health Committee Area and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 1 509 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at 24 Marina Drive, Marina Beach.

Upon the property is a dwelling house of brick under tile roof consisting of kitchen, lounge, two bedrooms (main en suite), bar, toilet, bathroom, children's room with shower and toilet and study. There is a swimming-pool on the property.

Material conditions of sale:

The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Rivierview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 12th day of August 1994.

John Crickmay & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 50 Bisset Street, Port Shepstone.

Case 210/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **A Blaikie & Co (Pty) Ltd,** trading as F T Building Supplies, Execution Creditor, and **Peter Barend Swart,** First Execution Debtor, and **Anne-Marie Swart,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated 14 March 1994, the following immovable property will be sold in execution on 30 September 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Subdivision 12 of Lot 473, Umtentweni, situated in the Umtwentweni Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent three thousand six hundred and ninety-two (3 692) square metres.

The following information is furnished regarding the property, but is not guaranteed:

Improved by dwelling under brick and tile, consisting of lounge, kitchen, dining-room, main en suite, two bedrooms, bathroom, shower and toilet, verandah and courtyard.

Outbuildings: Under brick and tile consisting of double garage laundry, servant's room and toilet and swimming-pool.

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 a building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of the sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Port Shepstone, 17 Riverview Road, Sunwich Port, Natal.

Dated at Port Shepstone this 16th day of August 1994.

Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P.O. Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/dso 03/B004/005.)

Case 15002/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Execution Creditor, and **Sifiso Petros Myeza,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 July 1994, the following immovable property will be sold in execution on 9 September 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 1603, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 913 (nine hundred and thirteen) square metres, represented and described on Deed of Grant 11103, situated at 1603 Unit S, Edendale East, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 15th day of August 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

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: Lot 539, Eshowe (Stuart Crescent, 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 accuracy 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.)

Case 5555/90

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Cecil Anboo John,** First Execution Debtor, and **Somaganthie John,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Pinetown, held at Pinetown, dated 2 July 1990, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 September 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Subdivision 9 of Lot 6406, Pinetown, situated in the Borough of Pinetown, and in Port Natal Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 951 (nine hundred and fifty-one) square metres.

Postal address: 79 Nagina Drive, Mariannhill, Pinetown.

Improvements: Brick under tile dwelling comprising of three bedrooms, two toilets and bathrooms, lounge, dining-room, kitchen and double 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 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 12th day of August 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/J56.)

Case 11703/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **B. W. Mbuthuma,** in her capacity as Executrix in the estate late T. R. Mbuthuma, Defendant

In pursuance of a judgment granted on 3 March 1994, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 September 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit A5339, in the Township of kwaNdengezi, District of Mpumalanga, in extent of 465 square metres, represented and described on General Plan BA130/1969.

Physical address: Unit A5339, kwaNdengezi.

Improvements: Single storey, brick under tile dwelling, three bedrooms, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the 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 centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 17th day of August 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 6423/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **C. L. Leach,** Defendant

In pursuance of a judgment granted on 4 July 1994, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 September 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Subdivision 10 of Lot 6810, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 200 square metres, held by Deed of Transfer T20324/93.

Physical address: 21 Fyfe Road, Highland Hills, Pinetown.

Improvements: Single storey brick under tile dwelling, three bedrooms, bathroom, shower and toilet en suite, entrance hall, lounge, dining-room, TV-nook, kitchen, laundry, single garage, swimming-pool, servants' quarters and ablutions (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the 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 centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 16th day of August 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 282/94

IN DIE LANDDROSHOF VIR DIE DISTRIK REITZ GEHOU TE REITZ

In die saak tussen **Vrystaat Koöperasie Beperk,** Eiser, en **A. H. Fivaz,** Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 8 Julie 1994, sal 'n verkoping van die volgende eiendom van die bogenoemde Eksekusieskuldenaar gehou word, met voorbehoud, voor die Landdroskantoor, Kerkstraat, Reitz, op Vrydag, 28 Oktober 1994 om 10:00, op die voorwaardes soos wat uitgelees sal word deur die afslaer op die tyd en datum van die verkoping ten opsigte van die volgende eiendom van die Eksekusieskuldenaar:

Plaas Voorspoed 604, geleë in die distrik Reitz, groot 25,6960 (vyf-en-twintig komma ses nege ses nul) hektaar, gehou kragtens Transportakte 7375/1951.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal en die balans deur 'n bank- of bouverenigingwaarborg binne 21 (een-en-twintig) dae na die verkoping van die eiendom.

Voorwaardes: Die verkoopvoorwaardes sal ter insae lê by prokureurs Albert Hoffmann, Pres. C. R. Swartstraat 39, Reitz, en kan daar nagegaan word gedurende kantoorure.

Gedateer te Reitz op hierdie 27ste dag van Julie 1994.

Albert Hoffmann, Pres. C. R. Swartstraat, Posbus 78, Reitz, 9810.

Saak 5862/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Raad van Trustees Beheerliggaam Villa Louhan,** Eksekusieskuldeiser, en **Elona Soll** (Id. No. 470308 0116 00 2), Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 5 Julie 1994 in die Landdroshof, Welkom, sal die volgende eiendom verkoop word op Vrydag, 23 September 1994 om 11:00, te die Tulbagh-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Deel 8, Villa Louhan, Welkom (8 Villa Louhan, Torontoweg, St Helena, Welkom), groot 112 (eenhonderd en twaalf) vierkante meter, geleë te die stad Welkom, distrik Welkom, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST32/1988 (8) (Unit) en onderhewig aan sekere serwitute.

Verbeterings: Woonstel met gewone buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieër, 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 en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,75% (sestien komma sewe vyf persent) per jaar vanaf 1 Augustus 1994 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 10de dag van Augustus 1994.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, United-gebou, Rykstraat, Posbus 455, Welkom, 9460.

Saak 1796/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **J. G. Coetzee & E. S. M. Coetzee,** in hulle hoedanigheid as trustees van Gee Cee Trust, Eerste Verweerder, **J. G. Coetzee,** Tweede Verweerder, en **E. S. M. Coetzee,** Derde Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word te Generaal Conroystraat 20, Dan Pienaar, Bloemfontein, op Vrydag, 2 September 1994 om 10:00, van die ondervermelde residensiële eiendom van die Eerste Verweerder op voorwaardes wat ten tye van die verkoping, voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 5106, geleë in die stad en distrik Bloemfontein, ook bekend as Generaal Conroystraat 20, Dan Pienaar, Bloemfontein, groot 1 294 (eenduisend tweehonderd vier-en-negentig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T9125/1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, badkamer, toilet/stort, aparte toilet en buitegeboue met 'n enkelmotorhuis, dubbelmotorafdak, bediendekamer en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Claude Reid, vir L. D. Y. Booysen, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein.

VERKOPING

Die verkoping sal gehou word by die Landdroskantoor te Parys op Woensdag 28 September 1994 om 10h00.

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 bouverenigingswaarborg 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: 661/94.

Vonnisskuldenaar: **Dirk Wessels.**

Eiendom: Deel19, Villa Riviera, Parys.

Verwysing: C F Swanepoel/lt/SAP839/N4428.

Beskrywing: 'n Woonhuis met twee slaapkamers, kombuis, sitkamer en badkamer.

Groot: 39 (Nege en dertig) vierkante meter.

C. F. Swanepoel, vir De Villiers & Joynt, Parys. [Tel. (0568) 2-181/2/3.] 1 Augustus 1994.

Eiser se Prokureur, Dolfstraat 63, Posbus 43, Parys, 9585.

Saak 421/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayalethu Home Loans,** Eiser, en **Tsotetsi Jan Letsela,** 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 28 September 1994 om 10:00, voor die Landdroskantoor, Parys, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 3418, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tumahole, gehou kragtens Grondbrief TL887/89.

Groot: 286 (tweehonderd ses-en-tagtig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en 'n slaapkamer(s).

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

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

C. F. Swanepoel, vir Bezuidenhout & Van Zyl Ing., p/a De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63, Posbus 43, Parys. (Verw. CFS/LT/BEZ047/N4369.)

Case 1784/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Michael Moses** (I.D. No. 5402165136014), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue-entrance of the Magistrate's Court, Bloemfontein, on Friday, 9 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

"Erf 3422 (Uitbreiding 6) geleë in die dorp Ashbury, distrik Bloemfontein, groot 542 (vyfhonderd twee-en-veertig) vierkante meter, gehou kragtens Transportakte T10798/1990, onderworpe aan sekere voorwaardes soos uiteengesit in bogemelde Transportakte en verder onderworpe aan 'n terugvalingsreg."

Consisting of two bedrooms, kitchen, tile roof, lounge/dining-room and bathroom/toilet.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 or part thereof, 3% on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 2889/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board of Nominees,** Eiser, en **mnr. R. H. Benbrook,** Verweerder

Teruitvoering van die uitspraak gelewer in bogemelde saak op 30 Julie 1992, en vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 23 September 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein:

Sekere: Onderverdeling 8 van Onderverdeling 4 van die plaas Springfield 261, distrik Bloemfontein, groot 111,3492 (eenhonderd en elf komma drie vier nege twee) hektaar, gehou kragtens Akte van Transport T2702/87.

Verbeterings: Tweeslaapkamerwoonhuis met sitkamer, kombuis, badkamer, enkel motorhuis, stoor en rondawel asook ± 80 hektaar droëland en ± 30 hektaar weiveld.

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 Hooggeregshofwet, No. 59 van 1959, 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 18,108% (agtien komma een nul agt 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, Bloemfontein-Oos, te Barnesstraat, Bloemfontein, en Rossouws, Tweede Verdieping, SA Property House, Elizabethstraat 6, Bloemfontein Tel. (051) 30-5870, ingesien word.

Geteken te Bloemfontein hierdie 25ste dag van Julie 1994.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 438/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Mokoto Bernard Musetsi,** Verweerder

Ten uitvoere van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en kragtens 'n lasbrief tot uitwinning gedateer 11 Mei 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 16 September 1994 om 11:00, te Landdroshof, Botshabelo, verkoop word aan die hoogste bieër naamlik:

Sekere: Erf H923, geleë in die stad Botshabelo, distrik Botshabelo, groot 540 vierkante meter, geleë Blok H 923, Botshabelo.

Ten opsigte van voormelde verbeterings word egter geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Hooggeregshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne een-en-twintig dae (21) na die datum van verkoping aan die Balju van die Hooggeregshof gelewer word. Indien die eiendom deur die Eerse Verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van Rosendorf Reitz Barry, St. Andrewstraat 119, Tweede Verdieping, Presidentgebou, Bloemfontein.

Geteken te Bloemfontein op hierdie 10de dag van Augustus 1994.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, St Andrewstraat 119, Tweede Verdieping, Presidentgebou, Bloemfontein.

Saak 723/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **ABSA Bank Beperk,** h/a Trust Bank, en **Edward Bridges,** Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 13 April 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 September 1994 om 09:00, te die Landdroskantoor, Odendaalsrus:

Erf 2527, geleë te Uitbreiding 7, distrik Odendaalsrus, gesoneer vir woondoeleindes, groot 1 008 vierkante meter, gehou kragtens Transportakte T6968/1984.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, badkamer met toilet, aparte toilet, motorhuis, waskamer, buitekamer met toilet, patio en swembad.

Voorwaardes van verkoping:

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

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

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

Gedateer te Welkom op hierdie 9de dag van Augustus 1994.

F. J. Smith, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak 1878/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Albertus Petrus van Wyngaard,** Eerste Eksekusieskuldenaar, en **Elizabeth Rebecca van Wyngaard,** Tweede Eksekusieskuldeiser

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 27 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 9 September 1994 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere: Erf 1188, geleë in die dorp en distrik Odendaalsrus, ook bekend as Erleigh Boulevard 57, Odendaalsrus, groot 748 vierkante meter, gehou kragtens Akte van Transport T9659/1989.

Verbeterings: 'n Vierslaapkamerwoonhuis met twee sitkamers, eetkamer, twee badkamers, twee kombuise, dubbel motorhuis en bediendekamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hierdie 8ste dag van Augustus 1994.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 749/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Petrus Phillipus Gerber,** Eiser, en **Polygreens Trust,** Verweerder

Ingevolge 'n vonnis van die Hof van die Hooggeregshof van Bloemfontein, en 'n lasbrief vir eksekusie gedateer 8 April 1994, sal ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, op Vrydag, 16 September om 10:00, te wete:

Sekere: Plaas Kwestiefontein 2938, geleë in die distrik Bloemfontein, groot 356,7856 (driehonderd ses-en-vyftig komma sewe agt vyf ses) hektaar.

Sekere: Onderverdeling 2 (van 1), van die plaas Kwestiefontein 679, geleë in die distrik Bloemfontein, groot 25,3708 (vyf-en-twintig komma drie sewe nul agt) hektaar, gehou kragtens Transportakte T24046/1992, en Verbandakte B18460/92.

Die verbeterings op die eiendom, die bestaan waarvan nie gewaarborg is nie, bestaande uit 'n vyfslaapkamer huis, twee badkamers, sitkamer, eetkamer, kombuis, waskamer, vleiskamer, volvloermatte, twee motorhuise, vyf motorafdakke, sewe stoorkamers en ses werkershuise.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju van Bloemfontein-Wes, en sal uitgelees word onmiddellik voor die verkoping.

Geteken te Bloemfontein hierdie 16de dag van Augustus 1994.

H. T. P. Hutchinson, vir Van der Merwe & Sorour, Prokureurs vir Eiser, Sewende Verdieping, Atriumgebou, Elizabethtraat, Bloemfontein.

Saak 4136/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Sekamotho Susan Smith,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 22 April 1994, sal die ondervermelde eiendom op 9 September 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Erf 1360, geleë in die dorp Ashbury, distrik Bloemfontein (ook bekend as Rembrandtsingel 38, Heidedal), groot 1 998 vierkante meter, gehou kragtens Transportakte T9232/1985, en onderworpe aan al die voorwaardes daarin uiteengesit, bestaande uit dubbelverdieping besigheidsperseel met verskeie besighede.

Die koper moet afslaersgelde, BTW, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

McIntyre & Van der Post, Eiser se Prokureurs, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCS093.)

Saak 7792/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Lefu Ben Mokhosi,** Eerste Verweerder, en **Madipelaelo Alina Mokhosi,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 21 Junie 1994, sal die ondervermelde eiendom op 9 September 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Reg van huurpag tot Perseel 17974, Mangaung (Bloemanda 2) distrik Bloemfontein, groot 240 vierkante meter, soos aangedui op Algemene Plan L65/1988, gehou kragtens Transportakte TL9005/1992, onderworpe aan sekere voorwaardes.

Bestaande uit: Enkelverdiepingwoonhuis met twee slaapkamers, kombuis, badkamer en sitkamer.

Die koper moet afslaersgelde, Belasting op Toegevoegde Waarde, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.) (Verw. G. B. A. Gerdener/evdm GCM273.)

Saak 4138/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Sekamotho Susan Smith,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 21 April 1994, sal die ondervermelde eiendom op 9 September 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 3339, geleë in die dorp Ashbury, distrik Bloemfontein, ook bekend as Adinstraat 2, Heidedal, groot 2 036 vierkante meter, gehou kragtens Transportakte T9232/1985, onderworpe aan al die voorwaardes daarin uiteengesit.

Bestaande uit: Enkelverdieping woonhuis met vyf slaapkamers, kombuis, sitkamer, twee badkamers, eetkamer, familiekamer en sewe motorhuise.

Die koper moet afslaersgelde, Belasting op Toegevoegde Waarde, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.) (Verw. G. B. A. Gerdener/EVDW GCS094.)

Saak 4137/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Danny Floyd Duke Smith,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike Verkoping gedateer 13 April 1994, sal die ondervermelde eiendom op 9 September 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Plot 153 (Bloemspruit-landbouhoewes), geleë in die Munisipaliteit Bloemspruit, distrik Bloemfontein, ook bekend as Stasiestraat 153, Bloemspruit, groot 4,2827 hektaar, gehou kragtens Transportakte T16433/1991, onderworpe aan al die voorwaardes daarin uiteengesit.

Bestaande uit: Enkelverdiepingwoonhuis met drie slaapkamers, kombuis, badkamer, eetkamer, sitkamer en motorhuis.

Die koper moet afslaersgelde, Belasting op Toegevoegde Waarde, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCS092.)

Saak 479/94

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

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

Ingevolge 'n vonnis in die Landdroshof, Theunissen, en 'n lasbrief vir eksekusie gedateer 4 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 16 September 1994 om 10:00 voor die Landdroskantoor, Theunissen:

Al die reg, titel en belang in die huurpag ten opsigte van:

Perseel 1379, geleë te en bekend as 1379 Masilo, Theunissen, gesoneer vir woondoeleindes.

Groot: 372 vierkante meter, gehou kragtens Transportakte TL1828/89.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Verkoopvoorwaardes:

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 vyf-en-twintig 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, Theunissen, nagesien word.

Gedateer te Welkom op hierdie 8ste dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak 478/94

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **L. J. Pule,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Theunissen en 'n lasbrief vir eksekusie gedateer 4 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 16 September 1994 om 10:00, voor die Landdroskantoor, Theunissen:

Al die reg, titel en belang in die huurpag ten opsigte van:

Perseel 1455, geleë te en bekend as 1455 Masilo, Theunissen, gesoneer vir woondoeleindes.

Groot: 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Transportakte TL1546/89.

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 vyf-en-twintig 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, Theunissen, nagesien word.

Gedateer te Welkom op hierdie 8ste dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak 470/93

IN DIE LANDDROSHOF VIR DIE DISTRIK REITZ GEHOU TE REITZ

In die saak tussen **R. D. van Niekerk,** Eiser, en **Lemmer Marais,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak, sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Reitz, op Vrydag, 16 September 1994 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder, op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erwe 1065 en 1066, geleë in die dorp en distrik van Reitz, beter bekend as Skoolstraat 2, Reitz.

Groot:

Erf 1065: 4 004 (vierduisend en vier) vierkante meter.

Erf 1066: 4 023 (vierduisend drie-en-twntig) vierkante meter.

Gehou kragtens Akte van Transport T4840/90.

Onderworpe aan sekere voorwaardes en serwitute.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

Erf 1065: Vier motorhuise.

Erf 1066: Siersteenhuis met tennisbaan.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank, of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Blignaut & Wessels, Uniefeesstraat 33; Posbus 6, Reitz, 9810.

Saak 1950/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank,** Eiser, en **Lukas Eksteen,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 9 September 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder, op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju, voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 718 (Uitbreiding 6), geleë in die dorpsgebied Bronville, distrik Ventersburg, ook bekend as Gardenstraat 4, Bronville, Welkom.

Groot: 483 (vierhonderd drie-en-tagtig) vierkante meter.

Onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T10746/87.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

'n Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, aparte toilet en 'n motorhuis.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju, terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein.

(Verw. LDYB/SMC/W21897.)

Saak 4477/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit,** Eiser, en **Nel, L. J.** en **C.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 27 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 16098, geleë in die stad en distrik Bloemfontein, groot 1213 vierkante meter, gehou kragtens Akte van Transport 6540/1975 geregistreer op 22 Augustus 1975 (perseeladres Korpslaan 21, Fleurdal, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, TV-kamer, badkamer en kombuis.

Buitegeboue: Motorhuis, toilet en swembad.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 3de dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureurs vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Posbus 260, Bloemfontein.

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIE VEILING VAN PUIK TYDDEELEENHEDE, OP 8 SEPTEMBER 1994 OM 10:00 TE ONS PERSEEL, AUCTION CITY, KERKSTRAAT-OOS 463, ARCADIA, PRETORIA

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **W. M. H. van der Westhuizen,** Meestersverwysing T2231/94, verkoop ons ondergenoemde tyddeeleenhede per openbare veiling:

(1) *Garden Route Chalets: Plettenbergbaai: Desember:* Eenheid 53, Erf 2527, Week 51 (15–22 Desember) en Week 52 (22–29 Desember), twee slaapkamers en twee badkamers (ses mense). Heffing = R784,00 per week per jaar.

(2) *Umhlanga Sands: Umhlanga Rocks: Einde Mei:* Eenheid 920, Week 22, een slaapkamer (vier mense). Heffing R841,00 per jaar. See-uitsig, kamerdiens, restaurante, kroeë, kegelbal, kleutersorg en swembad.

(3) *Beacon Island: Plettenbergbaai: Begin November:* Eenheid 27, Week 45, een slaapkamer (vier mense) en badkamer. Heffing = R839,00 per jaar. See-uitsig, two kroeë en restaurant.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjeks met die toeslaan van die bod.

Geen BTW betaalbaar

Vir meer besonderhede skakel die kantoor by (012) 341-1314 gedurende kantoorure.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIE VEILING VAN PUIK TYDDEELEENHEDE, OP 8 SEPTEMBER 1994 OM 10:00 TE ONS PERSEEL, AUCTION CITY, KERKSTRAAT-OOS 463, ARCADIA, PRETORIA

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **L. J. Rieker,** Meestersverwysing T3720/93, verkoop ons ondergenoemde tyddeeleenhede per openbare veiling:

(1) *Thaba Monaté: Hoogseisoen:* Chalet 2 - H6, Week 39 (23–30 September).

(2) *Thaba Monaté: Fleksie week:* Chalet 2 - F.

Bestaande uit: Ses bed, drie slaapkamers, twee badkamers en oopplan kombuis.

Fasiliteite: Muurbal, tennis, put-put, roeibootjies, staproetes, wildritte, restaurant, supermark. Heffing = R545,00 per eenheid per jaar.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjeks met die toeslaan van die bod.

Geen BTW betaalbaar.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 gedurende kantoorure.

CASH CALL AFSLAERS (EDMS.) BPK.

(Reg. No. 63/00271/07)

INSOLVENSIE- EN LIKWIDASIEVEILING VAN KROEGTOERUSTING EN HOUTWERKMASJIENE (SONDER RESERWE), OP 8 SEPTEMBER 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:

Houtwerkmasjiene: Sheppach HF3000 paneelsaag, Sheppach TS 4000, "2 way Spindle" met outomatiese voermeganisme en 3198 "Planer 20".

Kroegtoerusting: Glase, eetgerei, kasregisters, Icematic N80 ysmasjien, vlekvrye staaltafels en wasbakke, D/D Staycold yskas, Aratica 5-deur Kroegyskas, Omini Bain Marie, gasstoof, nege Brander gasbraaier, Chipkin skyfiebraaier, 28 houttafels, 140 stoele, houtpale, kolligte, drank, te veel om te noem.

Terme: Streng kontant of bankgewaarborgde tjeks alleen.

BTW: Uitgesluit op houtwerkmasjiene en ingesluit op kroegtoerusting.

Die Likwidateur van **Western Saloon Bar BK,** in likwidasie, T1848/94.

Die Kurator in die insolvente boedel **R. R. Cliff,** T3674/93.

Besigtiging: By ons perseel gedurende kantoorure.

Reg van onttrekking word voorbehou.

ERPO AFSLAERS BK

RUSTENBURG

INSOLVENTE BOEDELVEILING

Namens die voorlopige kurator in die insolvente boedel **J. H. L. de Klerk,** T1200/94, verkoop ons die onderstaande vaste eiendom per openbare veiling te Foordstraat 82, Rustenburg, Dinsdag, 30 Augustus 1994 om 11:00.

Beskrywing: Erf 484, Resterende Gedeelte 3, Rustenburg.

Groot: 928 vierkante meter.

Verbeterings: Drie slaapkamer woonhuis.

Terme: 15% (vyftien persent) by toeslaan van bod. Bankwaarborg binne 30 (dertig) dae.

Bekragtiging: Binne 7 dae.

Navrae: Erpo Afslaers BK, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van kurator van insolvente boedel **S. St E. Furstenburg,** T5088/93, verkoop Van's Afslaers ondervermelde boedelbates sonder voorbehou onderhewig aan bekragtiging, per openbare veiling op Donderdag, 1 September 1994 om 10:00, Booysenstraat 521, Gezina, Pretoria.

Beskrywing: Goue, silwer, palladium en platinum gedenkpennings.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers. [Tel. (012) 335-2974.]

VERED AUCTIONEERS

INSOLVENT ESTATE: **R. A. BANFIELD,** MASTER'S REFERENCE T23954/94

Instructed by the Trustee in the above matter we will sell by public auction Erf 569, Franklin Roosevelt Park, Johannesburg, being 33 Scully Street, Roosevelt Park, Johannesburg, measuring 1 077 square metres.

Improvements consist of a single-storey dwelling with entrance, lounge, dining-room, study, kitchen with scullery, three bedrooms and two bathrooms. Outbuildings include room, toilet and shower, garage and carport.

Terms: 15% (fifteen per centum) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date of sale: Thursday, 8 September 1994 at 12:00, at the property.

Viewing: Any time during the day, security in attendance.

For further information please contact the auctioneers: Vered. [Tel. (011) 646-5432.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS

INSOLVENT ESTATE **HILDA BETTY PODLAS,** MASTER'S REFERENCE T332/94

Instructed by the Trustee in the above matter we will sell by public auction stand:

(a) Erf 150, Sandown Extension 9, Sandton, being 160 Linden Road, Sandown Extension 9.

Date of sale: Monday, 29 August 1994 at 12:00, at the property.

Viewing: During the day security in attendance.

Terms: 15% (fifteen persent) deposit immediately, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

(b) 1985 Ferrari Mondial, 1988 Mercedes-Benz 420 SE, 1992 Honda Ballade 160i.

Date of sale: Tuesday, 30 August 1994 at 12:00, at Commercial Truck and Trailer Sales, 53 Dekema Road, Wadeville, Germiston.

Viewing: Day before the sale.

(c) Pictures, oriental rugs and jewellery.

Date of sale: Tuesday, 30 August 1994 at 17:00, at Vered House, 39 Tyrone Avenue, Parkview, Johannesburg.

Viewing: Morning of the sale.

Terms for (b) and (c): Cash or bank-certified cheque only.

For further information please contact the auctioneers, Vered. [Tel. (011) 646-5432.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS

INSOLVENT ESTATE **C. J.** AND **A. C. VOSLOO,** MASTER'S REFERENCE T1835/94

Instructed by the Trustee in the above matter we will sell by public auction Erf 476, Kempton Park West, Kempton Park, being 18 Bloekomdraai, Kempton Park West, measuring 612 square metres.

Improvements comprise a single-storey dwelling consisting of entrance, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Terms: 15% (fifteen per centum) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date: Monday, 19 September 1994 at 12:00, at the property.

Viewing: During the day, security in attendance.

For further information please contact the auctioneers: Vered. [Tel. (011) 646-5432.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

INTERNATIONAL AUCTIONEERS

PESTENA LIQUOR GIANT CC, IN LIQUIDATION, TRADING AS LIQUOR GIANT, MASTER'S REF. No. T2027/94

Prime bottle store in centre of Benoni known as Liquor Giant, plus computer equipment and 1990 Husky LDV. Auction at 71 Ampthill Avenue, Benoni, on Friday, 9 September 1994 at 10:00.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **J. J. Cloete,** sal ons die bates verkoop te Maurylaan 9, Potchefstroom, op 7 September 1994 om 11:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **A. Postma,** sal ons die bates verkoop te Kockstraat 79, Potchefstroom, op 7 September 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

CAHI AUCTIONEERS

INSOLVENT ESTATE AUCTION, TWO-BEDROOMED HOME WITH POOL AND ESTABLISHED GARDEN, DOORNPOORT, PRETORIA

Duly instructed by the Trustee in the insolvent estate **J. H. Botha,** Master's Reference No. T2243/94, we will sell Friday, 9 September 1994 at 11:00, on site 13 Delphinium Street, Doornpoort:

Two-bedroomed home, modern open-plan fitted kitchen with extractor vent over stove, lounge, dining-room, covered patio with built-in braai and lovely pool.

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

INSOLVENT ESTATE AUCTION, FIXED PROPERTY, ENGEN PETROL STATION, MOHLAKENG, RANDFONTEIN

Duly instructed by the Trustee in the matter **Ra-Igagela (Pty) Ltd,** in liquidation, Master's Reference No. T3960/92, we will sell on Tuesday, 6 September 1994 at 11:00, on site Ralerate Street, Mohlakeng Stand 2125:

This is a going concern with full statistics available from Engen and a portion of land still to be developed.

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: **R. E.** AND **D. C. T. HUNTER,** MASTER'S REFERENCE No. T1212/94

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 92 Mabel Street, Rosettenville, District of Johannesburg, Transvaal, on Wednesday, 31 August 1994, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **C. J. SWARTS,** MASTER'S REFERENCE No. T1390/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 105 Ford Street, Vanderbijlpark CW6, District of Vanderbijlpark (Vaal Triangle), Transvaal, on Tuesday, 30 August 1994, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

KRANSVIEW VALLEY FARMS CC, IN LIQUIDATION, MASTER'S REFERENCE No. T2393/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Portion 4 (a portion of Portion 2) of the farm Doringkloof 23, District of Carolina, Transvaal, situated on the Jessie Vale Road (close to Badplaas), on Saturday, 3 September 1994, commencing at 10:30, a smallholding.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS

Favoured with instructions by the Trustee in the insolvent matter **Selfhelp Industries for the Blind,** T5168/93, we will sell by public auction:

Dunnottar: Two two-bedroomed semi-detached homes with single lockup garages, to be sold on site 17A and 17B Nigel Road, Dunnottar, on Wednesday, 31 August 1994 at 11:00.

Viewing: By appointment.

Terms: 10% (ten per centum) deposit plus 3,42% (three comma four two per centum) buyer commission on fall of the hammer, balance within 30 days from date of confirmation.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS

Favoured with instructions by the Trustee in the insolvent estate **M. Thorpe,** T5248/93, we will sell by public auction, quality two-bedroomed duplex with lockup garage, to be sold on site, 8 Lorandia, 832 Taljaard Street, Daspoort, Pretoria, on Wednesday, 31 August 1994 at 15:00.

Viewing: By appointment.

Terms: 10% (ten per centum) deposit plus 3,42% (three comma four two per centum) buyer commission on fall of the hammer, balance within 30 days from date of confirmation.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BOSHOF op 16 September 1994 om 12:00 voor die Landdroskantoor te BOSHOF die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas MUTS 425, distrik Boshof

GROOT: 85,6532 hektaar

(2) Restant van die plaas SCHUILPLAATS 532, distrik Boshof

GROOT: 727,2712 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T3019/1985

(3) Die plaas SITRUSPLAAT 1488, distrik Boshof

GROOT: 584,8372 hektaar

Eiendom (3) blykens Akte van Transport T3021/1990

(4) Restant van die plaas ELANDSFONTEIN 295, distrik Boshof

GROOT: 420,8436 hektaar

Eiendom (4) blykens Akte van Transport T10362/1990

in die naam van **WILHELM ERASMUS**

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2): 25 km oosnoordoos van Boshof

Eiendom (3): 30 km wesnoordwes van Dealesville

Eiendom (4): 30 km suidsuidwes van Boshof

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2): Melkstal, motorhuis en 3 arbeidershuise. Veekerend omhein en verdeel in kampe. 5 Boorgate, 4 sinkdamme en 6 suipkrippe.

Eiendom (3): Arbeidershuis. Veekerend omhein en verdeel in kampe. Boorgat, 2 sinkdamme, 2 gronddamme en 4 suipkrippe.

Eiendom (4): Woonhuis, koelkamer, buitekamer, staalstoor, 2 store, ou woonhuis, perdestalle, selfvoerder, 7 arbeidershuise, bees- en skaapdip en krale. Veekerend omhein en verdeel in kampe. 6 Boorgate, 4 sementdamme en sinkdam.

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: BBAC 03959 01G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 18 Augustus 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BOSHOF op 16 September 1994 om 10:00 voor die Landdroskantoor te BOSHOF die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die plaas WES 1283, distrik Boshof

GROOT: 161,9402 hektaar

(2) Restant van die plaas GRASPAN 429, distrik Boshof

GROOT: 172,3285 hektaar

(3) Die plaas BLYDSKAP 1506, distrik Boshof

GROOT: 266,3272 hektaar

(4) Die plaas GELUK 1507, distrik Boshof

GROOT: 266,9611 hektaar

(5) Onderverdeling 1 van die plaas CORNWALL 1332, distrik Boshof

GROOT: 1352,4855 hektaar

Eiendomme (1) tot (5) blykens Akte van Transport T3018/1985

in die naam van **LOURENS MARTHINUS ERASMUS**

Ligging van hierdie eiendomme:— 40 km suid van Boshof

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1)–(4): Ou woonhuis. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sinkdamme, sementdam en 8 suipkrippe.

Eiendom (5): Stoor, rondawel, 3 arbeidershuise en melkstal. Veekerend omhein en verdeel in kampe. 4 Boorgate, sementdam, 4 sinkdamme en 11 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of 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: BBAC 03960 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 18 Augustus 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BOSHOF op 16 September 1994 om 11:00 voor die Landdroskantoor te BOSHOF die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 3 van die plaas DOORNNEK 6, distrik Boshof

GROOT: 47,2646 hektaar

(2) Onderverdeling 1 van die plaas DOORNNEK 6, distrik Boshof

GROOT: 130,6988 hektaar

(3) Onderverdeling 2 van die plaas DOORNNEK 6, distrik Boshof

GROOT: 130,6988 hektaar

(4) Restant van die plaas DOORNNEK 6, distrik Boshof

GROOT: 130,6989 hektaar

(5) Die plaas UITVLUGT NOORD 1174, distrik Boshof

GROOT: 214,1330 hektaar

(6) Die restant van die plaas ALPHEN 935, distrik Boshof

GROOT: 470,7909 hektaar

Eiendomme (1) tot (6) blykens Akte van Transport T3022/1990

in die naam van **BEN ERASMUS**

Ligging van hierdie eiendomme: 26 km wesnoordwes van Dealesville

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (4):

Veekerend omhein en verdeel in kampe. 3 Boorgate, sementdam, sinkdam, gronddam en 4 suipkrippe.

Eiendom (5):

Arbeidershuis. Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, sinkdam en 2 suipkrippe.

Eiendom (6):

Woonhuis, woonstel, melkstal, afdak, 1 stoor, waenhuis, 3 arbeidershuise en laaibank met krale. Veekerend omhein en verdeel in kampe. 7 Boorgate, 2 sementdamme, 2 sinkdamme en 6 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of 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: BBAC 04531 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 18 Augustus 1994.

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

GEREGTELIKE VERKOPE · SALES IN EXECUTION

KAAP · CAPE

Saak 18632/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH, GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Leon Bates,** Verweerder

Ten uitvoering van 'n vonnis van die Landroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 30 Junie 1994, sal die ondergemelde eiendom verkoop word op 16 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 1447, Fairview, in die munisipaliteit en afdeling van Port Elizabeth, groot 617 vierkante meter, ook bekend as Lion Cachetsingel 16, Fairview, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 17de dag van Augustus 1994.

Greyvensteins Ing., per V. D. M. Swart, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z20637.)

Saak 17519/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Werner Andrew Willemse,** 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 16 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 2654, Mount Road, in die munisipaliteit en afdeling van Port Elizabeth, groot 209 vierkante meter, ook bekend as Pringlestraat 16, Kensington, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 17de dag van Augustus 1994.

Greyvensteins Ing., per V. D. M. Swart, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z20730.)

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.***

INHOUDSOPGAWE

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Belangrik

Maak uself deeglik vertroud met die

"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant, *asook met die nuwe tariewe wat daarmee in verband staan*

Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

Important

Please acquaint yourself thoroughly with the

"Conditions for Publication"

of legal notices in the Government Gazette, *as well as the new tariffs in connection therewith*

See List of Fixed Tariff Rates and Conditions on front inner pages

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