

REPUBLIEK
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SUID-AFRIKA



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OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 351

PRETORIA, 2 SEPTEMBER 1994

No. 15940

*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, J29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	15,10

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand

(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

Geregtelike verkope

Openbare veilings, verkope en tenders:

Tot 75 woorde

76 tot 250 woorde.....

251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)

LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS

MAATSKAPPYKENNISGEWINGS:

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende.....

Verklaring van dividende met profytstate, notas ingesluit

Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....

ORDERS VAN DIE HOF:

Voorlopige en finale likwidasies of sekwestrasies

Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking

Geregtelike besture, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*

Verlenging van keurdatum

Tersydestelling en afwysings van aansoeke (J 158)

**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 <i>Government Gazette</i> , 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
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	

ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations	75,20
Reductions or changes in capital, mergers, offer of compromise	200,30
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	200,30
Extension of return date	25,20
Supersessions and discharge of petitions (J 158)	25,20

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

Sales in execution	115,20
Public auctions, sales and tenders:	
Up to 75 words	35,10
76 to 250 words	90,20
251 to 350 words (more than 350 words—calculate in accordance with word count table)	145,30

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

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

**Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001**

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

**Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001**

before publication.

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

The following stamps are not acceptable:

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

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

12. Overpayments resulting from miscalculation on the part of the advertiser of the cost of publication of 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:

- ▶ **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:

- ▶ **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 15619/94
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 **Sekgobela, Elvis**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 23 September 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 4228, situated in the Township of Vosloorus, Registration Division IR, Transvaal, being 4228 Mkekwanne Road, Vosloorus, Boksburg, measuring 261 (two hundred and sixty-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 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 15th day of August 1994.

B. W. Webber, for Ramsay, Webber and Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.571.)

Case 18433/94
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 **Mzila, Phindile Ethel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 23 September 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 7008, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7008, Vosloorus Extension 9, Boksburg, measuring 516 (five hundred and sixteen) square metres.

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

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

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

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

Dated at Johannesburg on this the 16th day of August 1994.

B. W. Webber, for Ramsay, Webber and Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M889.)

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Oupa Julius Mdluli**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 142 Struben Street, Pretoria, on Wednesday, 21 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Holding 8, Diepsloot Agricultural Holdings, Registration Division, Transvaal, also known as Plot 8, Diepsloot Agricultural Holdings, Pretoria, in extent 2,0255 (two comma zero two five five) hectares held under Deed of Transfer T54535/91, subject to the conditions therein contained and especially to the reservation of mineral rights.

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

Dwelling consisting of entrance hall, lounge/dining-room, study, kitchen, three bedrooms, two bathrooms, carport, three servant's rooms with bathroom and swimming-pool.

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

Dated at Pretoria on this the 15th day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1087/92.)

Saak 16752/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Utuanda John Marule**, Eerste Verweerder, en **Onomakhepi Maria Marule**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 5 Augustus 1993, sal die ondervermelde eiendom op Vrydag, 16 September 1994 om 09:00, te Balju vir die Landdroshof, Colonial Mutual-gebou, Andersonstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1000, Khuma-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 384 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

'n Enkelverdiepingwoning bestaande uit drie slaapkamers, badkamer, sitkamer, eetkamer en kombuis. Buitegeboue: Geen.

4. Voorwaardes van verkoop:

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Colonial Mutual-gebou, Andersonstraat, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 12de dag van Augustus 1994.

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

Case 9513/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Frans Maruphing Moalafi**, First Defendant, and **Albinah Ntahthane Moalafi**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 6 September 1993, and warrant of execution dated 15 September 1993, the following property will be sold in execution on 21 September 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 30276, Daveyton Township, Registration Division IR, Transvaal.

Improvements: Single storey, brick under tile, lounge, kitchen, three bedrooms, bathroom, w.c. and wire fence.

Known as 30276 Komane Street, Daveyton, Benoni.

Terms and conditions:

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

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

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

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Ref. Mrs Bluett/N1009.)

Case 2372/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Kholofelo Johnson Elnas Mokoena**, Defendant

Kindly take notice that pursuant to a judgment granted on 13 May 1994, and warrant of execution dated 26 May 1994, the following property will be sold in execution on 21 September 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 30268, Daveyton Township, Registration Division IR, Transvaal.

Improvements: Single storey, brick under tile, lounge, kitchen, two bedrooms, bathroom, w.c. and wire fence.

Known as Erf 30268, Daveyton, Benoni.

Terms and conditions:

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

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

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

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Ref. Mrs Bluett/N1229.)

Case 69120/91
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 **Stewart Cockburn**, 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 21 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 642, in the Township of Mondeor, Registration Division IR, Transvaal, in extent 1 201 (one thousand two hundred and one) square metres), situated at 198 Boswell Avenue, Mondeor, 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 and under pitched tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, entrance hall, kitchen, three bedrooms, bathroom, shower and w.c. *Outbuildings:* Garage, servants' quarters, w.c. and laundry.

Improvements: Boundary brick and concrete walls, swimming-pool 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 18th 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/MN6028.)

Case 4852/90

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

In the matter between **EP Building Society**, Plaintiff, and **McDonald, Charles Henry**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 28 August 1991 and a warrant of execution, the undermentioned property will be sold on 16 September 1994 at 09:00, at the Magistrate's Court, Dolomiet Street, Delmas, to the highest bidder:

Certain Plot 70, Union Forests Plantation Agricultural Holdings, Leeuwpoot, Delmas District, Registration Division IR, Transvaal, known as Plot 70, Leeuwpoot, Delmas, measuring 2,3112 (two comma three one one two) hectares, held under Deed of Transfer three one one two) hectares, held under Deed of Transfer T28112/81.

Improvements: Brick building under corrugated iron roof consisting of kitchen, dining-room, lounge, three bedrooms, bathroom with toilet, built-in cupboards, fencing, carpört, sheds, borehole with pumps and tank.

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 the sale.

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

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

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

Dated at Springs this 1st day of August 1994.

P. Theron, 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. Mrs Botes/C06181.)

Case 46019/94

PH 46

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Vera Patricia Herholdt**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 5 July 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder on 21 September 1994 at 10:00:

Certain Erf 838, Alberton, situated in the Township of Alberton, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held under by Deed of Transfer T46895/93.

Known as 28 Ninth Avenue, Alberton North, Alberton.

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed:

A single storey residence, constructed of brick and plaster with an iron roof.

The floor coverings consist of carpets and wood, consisting of entrance hall, lounge, kitchen, three bedrooms, separate bathrooms and w.c., plus single garage.

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 centum) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

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

Dated at Johannesburg on this the 11th 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. C. A. Perlow/TK/N243.)

Case 13450/94

PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Peirce: Aubrey Graham**, First Defendant, and **Peirce: Cindy-Lou**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 20 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, Johannesburg, prior to the sale:

Erf 1910, in the Township of Albertsdal Extension 7, Registration Division IR, Transvaal, in extent 900 (nine hundred) square metres.

Situated at 7 Baines Circle, Albertsdal Extension 7.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof, floors: fitted carpets and Novilon tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and two w.c.'s.

Outbuildings: Carport and boundary concrete walls.

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

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 11th 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/MN6606.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.**, 86/04794/06, handeldrywende as Allied Bank, voorheen handeldrywende as Allied Bouvereniging Bpk., Eiser, en **M. C. Welthagen**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 30 Junie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju Landdroshof, Vanderbijlpark, aan die hoogste bieder op 23 September 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Hoewe 48, geleë in Stefano Park-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,2185 hektaar.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2.2 Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Balju, Landdroshof, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark op hierdie 11de dag van Augustus 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. A.218/R. Ellis.)

Saak 8903/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.**, 86/047940/06, handeldrywende as Trust Bank, voorheen handeldrywende as Santam Bank Ltd, Eiser, en **J. W. Horn**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 19 Januarie 1994 om 10:00, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Landdroshof, Vanderbijlpark, aan die hoogste bieder op 24 September 1994 om 10:00, by die eiendom te wete Plot 305, Rosashof, Vanderbijlpark:

Beskrywings: Hoewe 305, Rosashof-landbouhoewes-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 2,1413 hektaar.

Verbeterings: Steenmure, sinkdak, drie slaapkamers, sitkamer, eetkamer, TV-kamer, kombuis, badkamer en aparte toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2.2 Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Balju, Landdroshof, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark op hierdie 11de dag van Augustus 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. B.443/R. Ellis.)

Case 12168/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sentso Elijah Tsotetsi**, First Defendant, and
Matsidiso Emily Tsotetsi, Second Defendant

A sale in execution of the undermentioned property is to be held at Main entrance, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 October 1994 at 10:00:

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

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

Property: All right, title and interest in the leasehold in respect of Erf 357, Sebokeng Unit 10 Extension 2 Township, Registration Division IQ, Transvaal.

Improvements: Singe storey, three bedrooms, kitchen, lounge and two bathrooms.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1722.)

Case 13185/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Bresler, Louis**, First Execution Debtor, and
Bresler, Judith, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 3064, situated in the Township of Witpoortjie Extension 19, Registration Division IQ, Transvaal, being 12 Goedehoop Street, Witpoortjie Extension 19, Roodepoort, measuring 710 (seven hundred and ten) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of carport.

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

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

Dated at Johannesburg this 8th day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.316.)

Saak 36822/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bepers**, Eiser, en **Desmund Jacobs**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 6 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 bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Warburtonstraat 1, The Reeds, Pretoria, en word omskryf as Erf 472, The Reeds-uitbreiding 15, groot 1 062 vierkante meter, gehou kragtens Akte van Transport T73703/92.

Die eiendom bestaan na bewering, maar sonder waarborg uit: Famiekamer, kombuis, drie slaapkamers, badkamer, bad, toilet en stort, studeerkamer, matte en vloerteëls, steenmure, teëldak en twee garages.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of 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, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria hierdie 17de dag van Augustus 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T1199.)

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Clifford Leon Filander**, Eerste Verweerder, en **Suzan Evelyn Filander**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogenoemde saak op 2 Maart 1993, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju: Pretoria-Noord-Oos, op 20 September 1994 om 14:00, te Baljukantore te Verkoopslokaal te Sinodalesentrum, NG-Kerk, Visagiestraat 238, Pretoria, verkoop:

Erf 948, geleë in die dorp Eersterust-uitbreiding 2, groot 595 (vyf nege vyf) vierkante meter, gehou kragtens Akte van Transport T19288/92, onderhewig aan al sodanige voorwaardes wat in gemelde akte vermeld staan of na verwys word en spesiaal onderhewig aan die voorbehoud van minerale regte, bekend as Ivan Beckettstraat 240, Eersterust, Pretoria.

Hersonering: as Woongebied.

Die eiendom is verbeter en bestaan uit: Een verdieping, sitkamer, eetkamer, vier slaapkamers, badkamer/w.k. en kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Noord-Oos, te Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria op hierdie 17de dag van Augustus 1994.

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

Saak 10929/94

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

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

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 12 Julie 1994, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Middelburg, op 23 September 1994 om 10:00, voor die Landdroeskantoor, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieder verkoop:

1. Erf 2247, geleë in die dorpsgebied Middelburg-uitbreiding 8, Registrasieafdeling JS, Transvaal, gehou kragtens Akte van Transport T73901/93, groot 1 984 vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Woning met ingangsportaal, sit-/eetkamer, twee studeerkamers, naaldwerkkamer, ses slaapkamers, speelkamer, familiekamer, kombuis met spens, badkamer met toilet en stort, twee toilette met storte, twee aparte toilette, twee aantrekkamers, stoorkamer, waskamer, twee bedienkamers met storte, twee toesluit garages, steenplaveisel, omhein met sementmure en 'n swembad.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal te word by wyse van 'n bank- of bouvereniging waarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouvereniging waarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof Middelburg, Auxiliumgebou, Eksteenstraat 4A, Middelburg, Transvaal.

Geteken te Pretoria op hierdie 4de dag van Augustus 1994.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Hurter NG 108774.)

Case 16807/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Derek Raymond Jelley**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 18 January 1993, the following property will be sold in execution on Friday, 23 September 1994 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

(a) Section 28, as shown and more fully described on Sectional Plan SS122/1988, in the building or buildings known as Shingwedzi, of which the floor area, according to the sectional plan is 91 (ninety-one) square metres in extent, and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held by Certificate of Registered Sectional Title ST122/1988, known as Flat 1, Shingwedzi, Swan Street, Florida, District of Roodepoort, said to contain three bedrooms, kitchen and bathroom, in regard to which, however, nothing is guaranteed.

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

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

Dated the 15th day of August 1994.

Louw & Heyl, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/921194/20683.)

Saal 14080/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Tekana: Jacobs Paulus Molelekoa**, Eerste Verweerder, en **Tekana: Alina**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Adjunk-balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 20 September 1994 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Standplaas 2370, Spruitview-dorpsgebied, Katlehong, Registrasieafdeling IR, Transvaal, en gehou onder Akte van Transport T22487/90, bekend as Standplaas 2370, Spruitview-dorpsgebied, Katlehong, groot 426 vierkante meter.

Sonering: Residensiël.

Spesiale gebruiksvoorwaardes en vergunnings: Geen.

Verbeteringe: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, ingangsportaal, drie slaapkamers en twee badkamers. Buitegeboue: Geen.

Terme: 10% (tien persent) van die koopprijs 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 die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000. Minimum heffing R100.

Gedateer te Alberton op hede die 10de dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton. (Verw. N2496/EU/PP.)

Case 7781/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elias Mandla Mdluli**, First Defendant, and **Nthabiseng Martha Mdluli**, Second Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 308, Vosloorus Extension 7, Registration Division IR, Transvaal, situated at 308 Vosloorus Extension 7, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 12th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01575.)

Case 7189/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Siphiwe Michael Mchunu**, First Defendant, and **Jacqueline Mchunu**, Second Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 304, Vosloorus Extension 7, Registration Division IR, Transvaal, situated at 304 Vosloorus Extension 7, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 12th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01562.)

Saak 315/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

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

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Julie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusie skuldenaar op 21 September 1994 om 11:00, by die Landdroskantoor, Kriel, aan die hoogste bieder geregteelik 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 179, geleë in die dorp Thubelihle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 345 (drie vier vyf) vierkante meter.

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

A. J. G. Viljoen, vir Vos, Viljoen & Becker, p.a. Lou van der Merwe, Mega Plaza, Kriel, 2271. [Tel. (013638) 4877.]

Saak 2499/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

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

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 29 Julie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusie skuldenaar op 21 September 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregteelik 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 373-uitbreiding 5, geleë in die dorp Lebohang, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis, sitkamer en toilet, groot 300 (drie nul nul) vierkante meters.

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

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

Saak 2543/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **M. D. Methula**, Eerste Verweerder, en **D. M. Methula**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Augustus 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 21 September 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregteelik 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 9426-uitbreiding 12, eMbalenhle, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis en sitkamer, groot 242 (twee vier twee) vierkante meters.

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

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

Case 6543/94
PH 482IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Miles, Henry James**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Alberton, on 20 September 1994 at 10:00, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff.

The property is Erf 3062, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, measuring 1 064 (one thousand and sixty-four) square metres, and held under Deed of Transfer T54866/1991, situated at 4 Kowie Street, Brackendowns, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single-storey dwelling with tile roof comprising of three bedrooms, kitchen, lounge, dining-room, bathroom and w.c./shower.

Outbuildings: —.

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

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

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

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. Dx 257, Johannesburg. (Fax No. 336-0274.) (Tel. 333-0046.) (Ref. P. Sapire/Garth Hulley/F238.)

Case 12273/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nsukuzakhe Gabriel Zwane**, First Defendant, and **Rejoice Thobile Zwane**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff of the Supreme Court, First Floor, Lastinda Building, Lisbon Street, Evander, on 5 October 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, First Floor, Lastinda Building, Lisbon Street, Evander.

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

Property: Erf 4642, eMbalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 781 (seven hundred and eighty-one) square metres, held by virtue of Deed of Transfer TL48420/91.

Improvements: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/HA2255.)

Saak 11352/94

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

In die saak tussen **Eerste Nasionale Bank van S A Beperk**, Eiser, en **Adriaan Johannes Willems**, Eerste Verweerder, en **Johanna Catharina Aletta Willems**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 6 Julie 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 16 September 1994 om 11:00:

Erf 3005, geleë in die dorpsgebied Doornpoort-uitbreiding 29, Registrasieafdeling JR, Transvaal, groot 537 (vyfhonderd sewe-en-dertig) vierkante meter, gehou kragtens Akte van Transport T6848/1994. Die eiendom is ook beter bekend as Rooihoutrylaan 70, Doornpoort.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom te Gedeelte 83, De Onderste-poort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak, bestaande uit gepleisterde mure en klinkerstene, gesinskamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort en toilet en twee motorafdakke.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 8ste dag van Augustus 1994.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/LVDW/F8464/B1.)

Case 6706/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Adrian Joseph Scott-Parkin**, 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 23 September 1994 at 10:00, in front of the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg:

Portion 1 of Erf 466, in the Town Proteapark Extension 1, Registration Division JQ, Transvaal, measuring 2 955 (two thousand nine hundred and fifty-five) square metres, held by the Defendant under Deed of Transfer T77637/90, situated at 272 Klopper Street, Protea Park, Rustenburg.

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

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T401259/as.)

Saak 19449/92

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Cornelius Abraham Pretorius**, Verweerder

Eksekusieverkoping gehou te word te die kantore van die Balju, Strubenstraat 142, Pretoria, op 21 September 1994 om 10:00, van Gedeelte 2 van Hoewe 17, Raslouw-landbouhoewes, Registrasieafdeling JR, Transvaal, grootte 8 565 m² (agtduisend vyfhonderd vyf-en-sestig) vierkante meter.

Die eiendom is geleë en staan bekend as Hoewe 17, hoek van Hunter- en Gouwsstraat, Raslouw-landbouhoewes, Pretoria.

Verbeterings bestaan uit: Drie slaapkamers, sitkamer, eetkamer, TV/gesinskamer, badkamer, kombuis en voorportaal, mat in slaapkamer en sitkamer, eetkamer, kombuis en gesinskamer bedek met teëls, dubbelmotorhuis, bediendekamer en stoorkamer.

'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, Pretoria-Suid.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, 259 Pretoriusstraat, Pretoria, Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/qk/SB297.)

Case 31838/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Manganya, Bethuel**, First Execution Debtor, and **Manganya, Norah Martha**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 362, situated in the Township of Teanong, Registration Division IR, Transvaal, being 362 Teanong, Tembisa, Kempton Park, measuring 254 (two hundred and fifty-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, 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, 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 the 5th 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/fp/M734).

Case 32430/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Zaibonisa Isaacs**, 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 Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 1408, situate in the Township of Robertsham Extension 1, Registration Division IR, Transvaal; being 13 Noordehoek Street, Robertsham Extension 1, Johannesburg, measuring 902 (nine hundred and two) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, laundry, four bedrooms, two and a half bathrooms with outbuildings with similar construction comprising of two garages, two carports, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 & 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/l.5.)

Case 13071/94
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 **Bradley, Richard Leslie**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, 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 De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Portion 16 of Erf 20, situate in the Township of Meyerton Farms, Registration Division IR, Transvaal; being 1 Rooibok Street, Meyerton Farms, measuring 999 (nine hundred and ninety-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, dressing-room, separate toilet and shower, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, 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 or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 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/B.319.)

Case 10510/87

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **A. J. Skinner**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 28 December 1987 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 September 1994 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property: Erf 549, Dersley, Springs, Registration Division IR, Transvaal, measuring 902 square metres.

Postal address: 24 Epidote Street, Dersley, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, three bedrooms, two bathrooms, kitchen, dining-room, lounge, garage, carport, swimming-pool, servant's room and toilet.

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

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

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, Springs. (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj.)

Case 10062/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Joaquim Fernando Borges de Carvalho**, First Defendant, and **Rosa Lopes de Carvalho**, 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 Pretoria East, on Wednesday, 21 September 1994 at 10:00, at 142 Struben Street, Pretoria East, 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 768, situate in the Township Moreleta Park Extension 1, Registration Division JR, Transvaal, in extent 2 060 square metres, held by Deed of Transfer T48732/85, known as 838 Jacques Street, Moreleta Park.

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

A dwelling consisting of entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms and two toilets. Outbuildings consisting of four garages, servants' quarters, toilet and two store-rooms.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 142 Struben Street, Pretoria.

Dated at Pretoria this 15th day of August 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/59348.)

Case 8650/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The African Bank Limited**, Plaintiff, and **Mafele Samuel Mamogobo**, First Defendant, and **Gladys Mankgadi Mamogobo**, 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 Pretoria North West, on 22 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 4732, Atteridgeville, Registration Division JR, Transvaal, held by Certificate of Registered Grant of Leasehold TL84791/88, measuring 395 square metres and also known as 44 Modiba Street, Atteridgeville.

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

A house consisting of two bedrooms, lounge, kitchen and one outside toilet. The house is fenced in.

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 this 9th day of August 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.
(Ref. Mrs Beach/zf/571010.)

Case 15788/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Pieter John Roos**, 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 South, 21 September 1994 at 10:00, 142 Struben Street, Pretoria, of the under-mentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Holding 129, Mnandi Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 2,0239 hectares held by Deed of Transfer T37915/1980, known as 129 Link Street, Mnandi Extension 1.

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

A double story dwelling under tiled roof, consisting of entrance hall, lounge, study, kitchen, dining-room, laundry, four bedrooms, two bathrooms with toilet, bathroom with shower and workroom. Outbuildings consist of three garages, cottage, brick paving and wire fencing.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Edenpark, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad.

Dated at Pretoria this 15th day of August 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.
(Ref. Mrs Beach/jm/58189.)

Saak 65988/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **K. I. Master**, Eerste Verweerder, en **V. Master**,
Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en lasbrief vir eksekusie gedateer 18 Maart 1994, sal die volgende eiendom in eksekusie verkoop word te die Balju se kantore, Beaconsfieldlaan 41A, Vereeniging, op 23 September 1994 om 10:00, aan die hoogste bieder, naamlik:

Erf 812, Zakariyya Park-uitbreiding 4, Registrasieafdeling IQ, Transvaal, groot 739 (sewehonderd nege-en-dertig) vierkante meter, gehou kragtens Transportakte T58350/90, ook bekend as Pennyroyal Crescent 812, Zakariyya Park.

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

Hoofgebou: Sitkamer, twee slaapkamers, badkamer en toilet en kombuis.

Buitegeboue: Geen.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te Kantore van die Balju vir Vereeniging ondersoek word.

Gedateer te Johannesburg op 9 Augustus 1994.

Brian Alberts & Vennote, Eerste verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 44/93B.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Shiburi, Yingwani Willem**, First Execution Debtor, and **Shiburi, Kedibone Annah**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Portion 3 of Erf 2751, situated in the Township of Kempton Park, Registration Division IR, Transvaal, being 5 Willow Street, Kempton Park, 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 metal roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising garage, two toilets and two offices.

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 5th day of August 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.572.)

Case 10738/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Arthur William Barrat**, 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 22 September 1994 at 10:00, at Sixth Floor, Olivetti House, corner of Pretorius and Schubart Streets, Pretoria:

Erf 51, situated in the Township Suiderberg, Registration Division JR, Transvaal, measuring 828 square metres, held by the Defendant under Deed of Transfer T14402/94, situated at 751 Suurfontein Street, Suiderberg, Pretoria.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house, consisting of three bedrooms, bathroom and toilet, two toilets, lounge, dining-room, kitchen. Outbuildings consisting of two carports. Brick paving, brick and precast walls.

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., Plaintiff's Attorneys, 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T.408425/as.)

Case 6226/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **William Wilson Mnguni**, 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 23 September 1994 at 10:00, in front of the Magistrate's Court, Kruger Street, Bronkhorstspuit:

Erf 3186, situated in the Township of Ekangala D, in the District of Mkobola, measuring 272 square metres, held by the Defendant under Deed of Grant 499/90, situated at 3186, Ekangala D, KwaNdebele.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of two bedrooms, bathroom and toilet, lounge 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.

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., Plaintiff's Attorneys, 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T.401249/as.)

Case 3814/92

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

In the matter between **United Bank**, Plaintiff/Execution Creditor, and **Suzanne Burr-Dixon**, First Defendant/Execution Debtor, and **Frederick Robert Burr-Dixon**, Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 25 February 1993, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 23 September 1994 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 830, Selection Park Township, measuring 817 (eight hundred and seventeen) square metres, Erf 831, Selection Park Township, measuring 829 (eight hundred and twenty-nine) square metres. Erf 832, Selection Park Township, measuring 1 034 (one thousand and thirty-four) square metres, Registration Division IR, Transvaal, held by the Defendant under Deed of Transfer T1006/85.

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

Main building: Brick building under tile roof consisting of partly double storey creche. Erf 830, Ground floor: Two offices, two toilets, lounge, two classrooms, store-room, kitchen, scullery, two pantries, playroom, bathroom, two toilets, bathroom, three toilets. First floor, Stoep, lounge/bar, two bedrooms, toilet and kitchen.

Outbuildings: Servant's room/toilet and four carports. Erf 831: Carport and swimming-pool. Erf 832: Vacant stand.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:* The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, Springs, 66 Fourth Street, Springs.

Dated at Springs this 25th day of July 1994.

A. F. Jansen, for Bennett, McNaughton and Jansen, Plaintiff's Attorneys, P.O. Box 592, Springs.

Case 12636/94
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 **Mika, Molefe David**, First Execution Debtor, and **Mika, Christina Pulane**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 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 30, situated in the Township of Mngadi, Registration Division IR, Transvaal, being 30 Mngadi Section, Katlehong, Germiston, measuring 279 (two hundred and seventy-nine) square metres.

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

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

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 this 20th day of July 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M838.)

Saak 1650/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOUD TE SPRINGS

In die saak tussen **NBS Bank Bepers**, Eiser, en **Richard Moses Pillay**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 9 Junie 1994, die onderstaande eiendom te wete:

Erf 734, Bakerton-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Savannaweg 20, Bakerton-uitbreiding 4, Springs.

In eksekusie verkoop sal word op 16 September 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 26ste dag van Julie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/P 831.)

Saak 9269/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Emanuel Rothman Jordaan**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 12 Januarie 1994, die onderstaande eiendom te wete:

Erf 163, Casseldale-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Empirestraat 6, Casseldale, Springs.

In eksekusie verkoop sal word op 16 September 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Motorhuis, bediendekamer en toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 26ste dag van Julie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/J 429.)

Saak 7709/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Jayaseelan Pillay**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 15 Oktober 1992, die onderstaande eiendom te wete:

Gedeelte 10 van Erf 882, Bakerton-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Francolinrylaan 38a, Bakerton-uitbreiding 4, Springs.

In eksekusie verkoop sal word op 16 September 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

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

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

Buitegeboue: Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 26ste dag van Julie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/P 680.)

Saak 3297/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Bepark**, Eiser, en **Jasper Fourie**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 10 Junie 1994, die onderstaande eiendom te wete:

Erf 187, Pollak Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Matruhstraat 7, Pollak Park-uitbreiding 3, Springs.

In eksekusie verkoop sal word op 16 September 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Motorhuis, swembad, buitekamer en toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle geles word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 26ste dag van Julie 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/F 393.)

Case 18438/94
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 **Dumane, Reuben Jabulani**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 23 September 1994 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 1835, situated in the Township of Vosloorus Extension 2, Registration Division IR, Transvaal, being 1835 Shimusi Street, Vosloorus Extension 2, Boksburg, measuring 300 (three hundred) 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, two bedrooms and bathroom.

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

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

Dated at Johannesburg this 18th day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.340.)

Case 14607/94
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 **September, Thozamile Eric**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 23 September 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 1534, situated in the Township of Dawn Park Extension 24, Registration Division IR, Transvaal, being 28 Stanton Street, Dawn Park Extension 24, Boksburg, measuring 828 (eight hundred and twenty-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, bar, separate toilet and shower, four bedrooms, bathroom with outbuildings with similar construction comprising of toilet.

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

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

Dated at Johannesburg this 18th day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/S.568.)

Saak 1180/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **M. P. Ramaele** (Estate Late), Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 13 April 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op 28 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 8997, Uitbreiding 12, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer, sitkamer, groot 280 (twee agt nul) vierkante meters.

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

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

Case 3794/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marthinus Louis Bensch**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Pretoria South, 142 Struben Street, Pretoria, on Wednesday, 21 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff Pretoria South, Edenpark, Plot 83, corner of Gerhard and West Avenues, Lyttelton Agricultural Holdings, Verwoerdburgstad and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extend and/or improvements of the property: Erf 1473, situated in the Town Lyttelton Manor, Extension 1, Registration Division JR, Transvaal, measuring 1 510 square metres, also known as 111 Hans Strijdom Street, Lyttelton.

Improvements: Single storey, four bedrooms, two and a half bathrooms, separate toilet, kitchen, lounge, study, garage and laundry.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X298.)

Saak 93/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mosehle Japie Lebone**, 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 698, Blok BB, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag T27826/92.

Grootte: 450 (vierhonderd-en-vyftig) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, badkamer, aparte toilet, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (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 17de dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, 264 Emily Hobhouse Avenue, Pretoria-Noord. (Mnr. van Wyk/M917/EJ.)

Saak 1004/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Sefako Thomas Maswangany**, Eerste Verweerder, en **Dorothy Refilwe Maswangany**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 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 2141, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1326/90.

Grootte: 449 (vierhonderd nege-en-veertig) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, kombuis en 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 10de dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Mnr. van Wyk/B49/138/EJ.)

Saak 32315/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

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

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Leeupoortweg 182, Boksburg, op 30 September 1994 om 11:15, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 620, Vosloorus-uitbreiding 7-dorpsgebied, Boksburg, Registrasieafdeling IR, Transvaal, groot 275 (twee sewe vyf) vierkante meter.

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

Woonhuis bestaande uit: Sitkamer, twee slaapkamers, kombuis en badkamer met aparte toilet.

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 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (ses duisend rand) en 'n minimum heffing van R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie die 9de dag van Augustus 1994.

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

Case 11254/93

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

In the matter between **Germiston City Council**, Plaintiff, and **P. D. Jermyn**, First Defendant, and **C. G. Jermyn**, Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 14 April 1994, the property listed herein will be sold in execution on Monday, 19 September 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 78/196, Kal Township, Registration Division IR, Transvaal, situated at 10 Kwikkie Place, Klippoortjie, measuring 1 468 square metres.

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

Improvements: Vacant stand.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Germiston.

Dated on this the 16th day of August 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston.

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Frank Daniels**, Eerste Verweerder, en **Denise Margaret Daniels**, Tweede Verweerder

'n Verkoop word gehou deur die Balju, Pretoria-Noord-oos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 September 1994 om 14:00, van:

Erf 3581, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 960 vierkante meter, gehou kragtens Akte van Transport T60133/87, beter bekend as Trafalger 66, Eersterus.

Besonderhede word nie gewaarborg nie.

'n Woonhuis met baksteenmure, teëldak, teëlvloere en volvloermatter, bestaande uit 'n ingangsportaal, sitkamer, kombuis, spens, vier slaapkamers en twee badkamers.

Buitegeboue: Enkel motorhuis en toilet.

Besigtig voorwaardes by die Balju, Pretoria-Noord-oos, Pretoriusstraat 12210, Hatfield.

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

Saak 6729/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jan Breytenbach**, Eerste Verweerder, en **Aletta Susanna Visser**, Tweede Verweerder

'n Verkoop word gehou deur die Balju, Lichtenburg, voor die Landdroskantoor, Ottosdal, op 23 September 1994 om 10:00, van:

Gedeelte 32 ('n gedeelte van Gedeelte 26) van die plaas Kareekuil 356, Registrasieafdeling IQ, Transvaal, groot 134,9637 hektaar, gehou kragtens Akte van Transport T36538/1972, geleë in die Lichtenburg distrik.

Daar is geen reserweprys nie. Besonderhede word nie gewaarborg nie.

Die eiendom is omhein en verdeel in vier kampe. Dit is verbeter met boorgat met elektriese motor en kragkop en 'n dam. Op die eiendom is 'n vyf slaapkamer woonhuis, 'n woonstel, vier vertrek buitegebou en sinkstoor.

Besigtig voorwaardes by Balju, Langstraat 54A, Lichtenburg.

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. De Vos/mvz.)

Case 2806/93

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

In the matter between **Khayaletu Home Loans (Pty) Limited**, Plaintiff, and **Rebecca Khesane Masele**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and warrant of execution issued on 30 May 1994, the property listed hereunder will be sold in execution on Friday, 7 October 1994 at 11:00, at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 30220, Tsakane Extension 11 Township, Registration Division IR, Transvaal, measuring 266 (two hundred and sixty-six) square metres, known as 30220 Tsakane Extension 11, Brakpan.

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

Main building: Detached single storey brick residence under asbestos roof comprising lounge, bathroom, kitchen and two bedrooms.

Fencing: Wire.

The material conditions of the sale are:

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

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

(c) A deposit of 10% (ten per centum) of the price, plus costs as in (b) above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 (ten thousand rand) or less 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 (fourteen) days from date of sale.

(d) The purchaser will pay interest at 18,5% (eighteen comma five per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.

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

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

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

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

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, First Floor, Permanent Buildings, 511 Voortrekker Road, P.O. Box 878, Brakpan. (Tel. 740-1517.)

Case 2815/93

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

In the matter between **Khayaletu Home Loans (Pty) Limited**, Plaintiff, and **Malese Phillip Mohlala**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and warrant of execution issued on 30 May 1994, the property listed hereunder will be sold in execution on Friday, 7 October 1994 at 11:00, at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 29442, Tsakane Extension 11 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, known as 29442 Tsakane Extension 11, Brakpan.

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

Main building: Detached single storey brick residence under asbestos roof comprising lounge, bathroom, kitchen and two bedrooms.

Fencing: Bricks.

The material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The purchaser shall pay all costs, of and incidental to obtain transfer of the property, into his name including but not limited to municipal rates, transfer duty, Value-added Tax (where applicable), and the Sheriff commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
- (c) A deposit of 10% (ten per centum) of the price, plus costs as in (b) above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 (ten thousand rand) or less 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 (fourteen) days from date of sale.
- (d) The purchaser will pay interest at 18,5% (eighteen comma five per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.
- (e) Failing compliance with the provisions of the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
- (f) The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.

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

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

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, First Floor, Permanent Buildings, 511 Voortrekker Road, P.O. Box 878, Brakpan. (Tel. 740-1517.)

Saak 5004/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOUD TE PIETERSBURG

In die saak tussen **Sola Fide Eiendomsagente**, Eksekusieskuldeiser, en **mev. Rita de Beer**, Eksekusieskuldenaar

Na die toekennings van vonnis in die Hof van die Landdros te Pietersburg, gedateer 10 Maart 1994, en 'n lasbrief vir eksekusie gedateer 18 Maart 1994, sal die volgende geregte verkoop word op 23 September 1994 om 10:00, by die Landdros-kantoor, Landdros Marestraat, Pietersburg, aan die hoogste bieder, te wete:

Erf 1774, geleë in die dorp Pietersburg-uitbreiding 7, Registrasieafdeling LS, Transvaal, groot 1725 vierkante meter, soos geregistreer in die naam van Rita de Beer kragtens Akte van Transport T90453/93.

Die vernaamste verkoopvoorwaardes is:

- (a) 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling en die balans teen registrasie van transport.
- (b) Koper betaal transportkoste.
- (c) Minimum prys is vasgestel deur die Balju.
- (d) Die volledige verkoopvoorwaardes is ter insae by die kantoor van die Balju te Pietersburg.

Gedateer te Pietersburg op die 17de dag van Augustus 1994.

P. G. Uys, P. G. Uys, Eksekusieskuldeiser se Prokureur, Joubertstraat 33A, Posbus 2559, Pietersburg. [Tel. (0152) 291-3770/1.]

Case 10346/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Goodman Mayeza Mbonjwa**, Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 10906, Vosloorus Extension 14, Registration Division IR, Transvaal, situated at 10906 Vosloorus Extension 14, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 16th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H643.)

Case 6663/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mandla Thomas Mbatha**, First Defendant, and **Shirley Dumazile Mbatha**, Second Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 20047, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20047 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 16th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01508.)

Case 6295/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mavela Jaconia Mathebula**, First Defendant, and **Oni Miya Mathebula**, Second Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 277, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 277 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 16th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01077.)

Saak 14896/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Mkhize: Bongani Moses**, Eerste Verweerder, en **Mkhize: Eunice**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 20 September 1994 om 10:00, van die ondergemelde eiendom van die Verweerders 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, Alberton, voor die verkoping ter insae sal lê:

Sekere: Standplaas 224, Likole Section, Katlehong, Registrasieafdeling IR, Transvaal, gehou deur Bongani Moses Mkhize en Eunice Mkhize onder Akte van Transport TL36632/89, bekend as Standplaas 224, Likole Section, Katlehong, groot 200 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeteringe: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer. **Buitegeboue:** Geen.

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

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

Gedateer te Alberton op hede die 16de dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton. (Verw. N2511/EU/PP.)

Saak 1868/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein**, Eiser, en **Jan Ernst Kruger**, Eerste Verweerder, en **Elisna Kruger**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 22 Julie 1994, sal die ondervermelde eiendom geregtelik verkoop word op 23 September 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 182, Randpoort-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 599 vierkante meter, gehou kragtens Akte van Transport T36213/1993, bekend as Du Toitstraat 63, Randpoort, Randfontein, sonder verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S2041.)

Saak 6625/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Jan Abraham Coetzee**, Eerste Verweerder, en **Hester Jacoba Delport**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 23 September 1994 om 10:00:

Erf 55, Roodepoort-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Buitekantstraat 8, Roodepoort, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder sinkdak met staal vensters, gepleisterde mure en vooraf-vervaardigde omheining, die huis bestaande uit sitkamer, gesinskamer, badkamer, drie slaapkamers, gang, kombuis, opwas-kamer en garage.

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

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

Saak 6850/94**IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT**

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Ockert Cornelius de Lange**, Eerste Verweerder, en **Deborah Jeanetta de Lange**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 23 September 1994 om 10:00:

Erf 532, Roodekrans-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Kasjoestraat 23, Roodekrans-uitbreiding 3, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder sinkdak met staal vensters, gepleisterde mure en twee mure en voorafvervaardigde omheining, die huis bestaande uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis en opwaskamer.

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

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

Saak 6626/94**IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT**

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Hendrik Johannes van den Berg**, Eerste Verweerder, en **Dalene Elise van den Berg**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 23 September 1994 om 10:00:

Erf 238, Roodepoort-Wes-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Hebelweg 5, Roodepoort-Wes-uitbreiding 1, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staal vensters, gepleisterde mure en beton omheining, die huis bestaande uit sitkamer, gesinskamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, buitekamer en motorhuis.

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

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

Saak 5029/94**IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT**

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Stavros Cassapis**, Eerste Verweerder, en **Stavroula Cassapis**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 23 September 1994 om 10:00:

Erf Gedeelte 3 van Erf 1027, Florida-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Hullstraat 40, Florida, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonstelblok met naam Hollborn, bestaande uit 19 woonstelle, woonstelle 18 en 12 het twee slaapkamers, woonstelle 10 en 16 is eenvertrekwoonstelle en die ander woonstelle het almal een slaapkamer. Al die woonstelle het 'n sitkamer, kombuis en badkamer.

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

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

Case 13398/94
PH 482IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Van Niekerk, Johannes Lodewikus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Vereeniging, at the offices of attorneys, De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the Sheriff:

The property is Erf 46, Zakariyya Park Extension 1 Township, Registration Division IQ, Transvaal, in extent 953 (nine hundred and fifty-three) square metres, situated at 46 Clove Drive, Zakariyya Park Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single-storey dwelling with tiled roof and comprising of three bedrooms, kitchen, two bathrooms, dining-room, lounge and two wc's.

Outbuildings: Single garage.

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

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

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

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Ref. Garth Hulley.) (DX 257 JHB.) (Fax 29-0274.)

Saak 4642/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Mhlopheki Peter Hadebe**, Eerste Verweerder, en **Nomalanga Rebecca Hadebe**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 3 Junie 1994, sal die ondervermelde eiendom op Vrydag, 16 September 1994 om 09:00, te Balju vir die Landdroshof, Colonial Mutualgebou, Andersonstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van: Erf 3304 Khuma-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 626 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, 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% 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, twee badkamers, kombuis, eetkamer en sitkamer.

Buitegeboue: Motorhuis.

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

Gedateer te Klerksdorp op hierdie 15de dag van Augustus 1994.

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

Case 27296/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of SA Limited**, Plaintiff, and **Sullivan, John Joseph**, Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, granted on 16 September 1993, a sale without reserve will be held by the Sheriff at the Sheriff's offices, c/o Klopper & Jonker Inc., Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 20 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the premises of the Sheriff prior to the sale, at the offices of the Sheriff:

1. Erf 2086, Mayberry Park Township, Registration Division IR, Transvaal, measuring 1 618 square metres, held by Deed of Transfer T1157/89, situated at 1 Sekelbos Street, Mayberry Park, Alberton.

Improvements: The following improvements are reported to be in the property but nothing is warranted or guaranteed: Such improvements consists of: A single storey, 230 square metres clinker brick dwelling, comprising: Three bedrooms, walk in Bic's, mes with shower, second bathroom, lounge, built in bar, dining-room, fitted kitchen, Elo, Hob, enclosed porch and carpets under brick tile, in good state of repair.

Outbuildings: Large double garage, servant's room, toilet, attached under brick tile, also in good state of repair. Property has modern pool with water feature with safety pool wall (clinker brick). Open paved patio/braai, two thatch umbrellas and paved driveway/courtyard.

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 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

C. Greenfield, for Moss-Morris Inc., Plaintiff's Attorneys, 20th Floor, Office Tower, Sandton City, Fifth Street, Sandton; P.O. Box 7066, Johannesburg. (Tel. 884-9367.) (Ref. Mr Greenfield/T. Kwinana/F728.)

Saak 644/94

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

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

'n Eksekusie verkoping word gehou te Balju van die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort, (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 30 September 1994 om 11:00:

Resterende gedeelte van Gedeelte 30 van die plaas Rooiwal 270, Registrasieafdeling JR, Transvaal, groot 245,2662 hektaar, gehou kragtens Akte van Transport T24836/1990.

Die eiendom is verbeter met die oprigting van 'n woonhuis bestaande uit gepleisterde geveerde mure met 'n teël staandak.

Die woning bestaan uit: Vyf slaapkamers, drie aparte toilette, 'n sitkamer, TV-gesinskamer, kombuis, 'n badkamer met toilet, 'n studeerkamer, 'n opwaskamer en spens. Daar is volvloermatte in die sitkamer en slaapkamer met teëls in die studeerkamer, kombuis, badkamers, opwaskamer en eetkamer.

Buitegeboue: Vyf motorhuise en stoorkamer.

Daar is 'n toegeruste boorgat, die eiendom is omhein met draad.

Die inligting hierbo vermeld en besonderhede ten opsigte van verbeterings word nie gewaarborg nie.

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

Tim du Toit & Kie., Ingelyf. (Tel. 320-6753.) (Verw. Beukes/rg.)

Saak 42777/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank-United**, Eiser, en **Petrus Daniel Steynvaart**, Eerste Verweerder, en **Hendrina Wilhelmina Steynvaart**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 15 Julie 1994 ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 22 September 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Charl Cilliersstraat 991, Daspoort en word omskryf as:

Gedeelte 1 van Erf 71, Daspoort Estate-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T67440/93.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, bediendekamer, motorhuis en buitetoilet.

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

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

Geteken te Pretoria hierdie 18de dag van Augustus 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Mev. de Villiers/T2023.)

Saak 26413/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 27 Mei 1994, sal die onderstaande eiendom op 20 September 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noord-Oos, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, geregteik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 4175, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, bekend as Rondeboschlaan 232, Eersterust-uitbreiding 6.

Gesoneer vir 'n woonhuis.

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

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

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 18de dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. Lourens/mev. Genis/VF0339.)

Case 15605/94
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 **Molenkamp, Benjamin**, First Execution Debtor, and **Molenkamp, Johanna Isabella**, 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 office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 1640, situated in the Township of Three Rivers Extension 2, Registration Division IQ, Transvaal, being 63 Palm Street, Three Rivers Extension 2, Vereeniging, measuring 1 028 (one thousand and twenty-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 iron roof, comprising kitchen, family room, bar, dressing-room, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage, two carports, servant's room, toilet and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 this 17th 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/M874.)

Case 9806/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashaba Joel Maringa**, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrates' Courts Offices, Giyani, on Friday, 7 October 1994 at 15:00.

Full conditions of sale can be inspected at the Magistrates' Courts Offices, Giyani.

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

Property: Ownership Unit E1217, in the Township of Giyani, District of Giyani, also known as Unit E 1217, Giyani.

Improvements: Three bedrooms, one and a half bathrooms, kitchen and lounge.

Hack, Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1583.)

Case 9981/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Tshabalala, Morena Isaac**, 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 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2284, situated in the Township of Moroka, Registration Division IQ, Transvaal, being 2284 Kelemotsi Street, Moroka, Soweto, measuring 475 (four hundred and seventy-five) square metres.

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

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

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

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

Dated at Johannesburg on this the 17th 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/cb/T.170.)

Case 10740/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Zondo, Kutu Philemon**, 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 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Site 1354, situated in the Township of Diepkloof Extension, Registration Division IQ, Transvaal, being 1354 Phase 3, Diepkloof Extension, Soweto, measuring 444 (four hundred and forty-four) square metres.

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

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

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

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

Dated at Johannesburg on this the 17th 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/cb/Z.14.)

Case 19539/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Rabotho, Sani Gideon**, First Execution Debtor, and **Rabotho, Nkadimo Andronica**, 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 leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 9344, situated in the Township of Pimville Zone 6, Registration Division IQ, Transvaal, being 9344 Pimville Zone 6, Johannesburg, measuring 318 (three hundred and eighteen) square metres.

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

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (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 17th 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/R.168.)

Case 18940/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Palyvos, Constantinos**, 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 offices, 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 Erf 3007, situated in the Township of Randpark Ridge, Extension 41, Registration Division IQ, Transvaal, being 45 Waboom Street, Randpark Ridge Extension 41, Randburg, measuring 920 (nine hundred and twenty) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 17th 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/P.197.)

Case 13584/94
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 **Zackey, Anthony**, 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 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 1099, situated in the Township of Mayfair, Registration Division IQ, Transvaal, being 35 10th Avenue, Mayfair, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Two attached semi's with iron roof each comprising of entrance hall, lounge, dining-room, kitchen, bedroom, bathroom with outbuildings with similar construction each comprising of servant's room, toilet, store-room.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 17th 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/cb/Z.48.)

Case 16752/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Karamolengos, Pandelou Pitsa**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Erf 235, situated in the Township of Nimrodpark, Registration Division IR, Transvaal, being 52 Lechwe Road, Nimrodpark, Kempton Park, measuring 1 492 (one thousand four hundred and ninety-two) square metres.

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

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

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

Dated at Johannesburg this 16th 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/cb/K.223.)

Case 8965/93

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 **Lehasa Petrus Mokoena**, First Defendant, and **Mamokete Sarah Mokoena**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 September 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the Leasehold in respect of Erf 122, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 122 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, district of Boksburg, measuring 498 (four hundred and ninety-eight) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick, plaster and paint, concrete tiled roof comprising of varandah, lounge, kitchen, two 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, Boksburg.

Dated at Boksburg on this the 16th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7689/Mrs Kok.)

Case 1250/94

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 **Cornelius D. de la Rey Claasen**, First Defendant, and **Margeretha Aletta Claasen**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 March 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 964, Vandykpark Township, situated on 2 Silverleaf Street, Vandykpark, in the Township of Vandykpark, district of Boksburg, measuring 798 (seven hundred and ninety-eight) square metres.

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

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

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

Dated at Boksburg on this the 16th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00084/Mrs Kok.)

Case 10636/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Glen: Mark Sean**, 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, 20 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 1001, Jukskei Park Extension 5 Township, Registration Division IQ, Transvaal.

Area: 824 (eight hundred and twenty-four) square metres.

Situation: 2 Navette Close, Jukskei Park Extension 5.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, three bathrooms, kitchen, lounge, dining-room, two carports, servant's quarters and toilet with precast 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 (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 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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. Foreclosures N4: NB96.)

Saak 57631/91

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

In die saak tussen **Bankorp Beperk**, Eiser, en **Jan Eckhardt Taljard**, Verweerder

Ten uitvoer van 'n vonnis en lasbrief vir eksekusie gedateer 8 Julie 1992 in die Landdroshof vir die distrik van Pretoria, sal die ondergenoemde eiendom verkoop word op Vrydag, 16 September 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) aan die hoogste bieder:

Beskrywing: Restant van Erf 515, Pretoria-Noord, beter bekend as Jack Hindonstraat 343, Pretoria-Noord, groot 1 403 (eenduisend vierhonderd en drie) vierkante meter, gehou kragtens Akte van Transport T65499/88, Registrasieafdeling JR, Transvaal.

Verbeterings: Woonhuis met staandak bestaande uit slaapkamer, badkamer, kombuis en sitkamer met sementvloere.

Die buitegebou bestaan uit stoorkamer.

Die eiendom het 'n swembad en is omhein met voorafvervaardigde betonmure.

Voorwaardes van betaling:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop, onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32, soos gewysig.

2. Die aankoopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) van die aankoopprys moet in kontant betaal word by die aangaan van die aankoop;

(b) Die volle balans moet gedek word deur die lewering van 'n bevredigende bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van ondertekening van die voorwaardes van verkoop aan die Balju, Pretoria, Wonderboom.

3. Die verkoping geskied onderhewig aan verdere verkoopvoorwaardes wat voor die verkoping deur die Balju, Pretoria, Wonderboom, uitgelees sal word en vir insae lê gedurende kantoorure by die betrokke Balju.

Geteken te Pretoria op hede die 20ste dag van Augustus 1994.

De Villiers & De Beer, 36ste Verdieping, Volkskas-sentrum, hoek van Pretorius & Van der Waltstraat, Pretoria. (Tel. 320-6677.) (Verw. Mnr. De Beer/Mev. Du Preez/IXP583.)

Case 4636/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makhandini John Makhubela**, First Defendant, and **Shorty Kaatjie Makhubela**, Second Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwoort Street, Boksburg:

Certain right of leasehold in respect of Erf 770, Vosloorus Extension 1, Registration Division IR, Transvaal, situated at 770 Talaza Street, Vosloorus, Boksburg.

Improvements: Detached single-storey brick residence consisting of three bedrooms, bathroom, lounge, dining-room, kitchen, family room and outbuildings comprising garage.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1994, and the other conditions of sale, be sold voetstoots to the highest bidder.

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

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

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

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

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

Dated at Boksburg on this the 9th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H429.)

Case 25969/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Xaba Lawrence Thabo**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9456, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9456, Etwatwa Extension 15 Township, Benoni, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 2nd 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. X21977/PC.)

Case 23750/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Twala, Shadrack**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9475, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9475, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned residential.

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

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

Signed at Johannesburg on the 4th 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. T21993/PC.)

Case 26862/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsotetsi, Thazi Rex**, First Defendant, and **Tsotetsi, Jane Jermina**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9655, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9655, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, bathroom, kitchen, lounge and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 2nd 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. T22542/PC.)

Case 28238/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsholo, Kenneth**, First Defendant, and **Tsholo, Boniswa**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9486, Etwatwa Extension 15, Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9486, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 4th 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. T22624/PC.)

Case 23590/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tigele, Oupa Samson**, First Defendant, and **Tigele, Ruth Magdeline**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9509, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9509, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 4th 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. T22312/PC.)

Case 23755/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thobane, Solomon Zephaniah**, First Defendant, and **Dhladhla, Simangaliso 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9528, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9528, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 2nd 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. T21957/PC.)

Case 23583/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thabethe, Elias**, First Defendant, and **Thabethe, Tesia**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9487, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9487, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 5th 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. T21958/PC.)

Case 23664/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sebatana, Tumelo James**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9616, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9616, Etwatwa Extension 15 Township, Benoni, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 4th 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. S21966/PC.)

Case 25967/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Salanyane, Mmamudi Jacobeth**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9541, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9541, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 2nd 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. S21968/PC.)

Case 23645/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rammego, William Shimi**, First Defendant, and **Rammego, Annah Poppie**, 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 office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9268, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 9268, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, lounge, three bedrooms and bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank-, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the 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 5th 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. R21969/PC.)

Case 23568/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ramaube, Morewane Donald**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9492, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9492, Etwatwa Extension 15 Township.

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

Dwelling under asbestos roof, bedroom, kitchen and bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank-, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the 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 5th 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. R21970/PC.)

Case 23576/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Poo, Godfrey Samuel Trevor Thabang**, First Defendant, and **Goge Nonhlanhla Merica**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9338, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9338, Etwatwa Extension 15 Township.

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

Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank-, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the 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 6th 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. P21972/PC.)

Case 23955/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pheku, Ronnie**, First Defendant, and **Pheku, Sarah**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9563, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9563, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank-, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the 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 6th 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. P21973/PC.)

Case 23668/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and
Ntsaoana, Trevor Isaac, First Defendant, and **Ntsaoana, Mapule Sannah Salome**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9542, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9542, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, three 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 5th 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. N22029/PC.)

Case 23642/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nthite, Abel Mabothe**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9154, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 184 (one hundred and eighty-four) square metres, situated at Erf 9154, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, three bedrooms, bathroom, kitchen and lounge.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 5th 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. N22030/PC.)

Case 25961/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nongwe, Neyembezi Joseph**, First Defendant, and **Nongwe, Nomakhosi Maria**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9573, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9573, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, three bedroom, bathroom and kitchen.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 6th 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. N21984/PC.)

Case 28241/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkabinde, Absolome Mpiyakhe**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9333, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9333, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 5th 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. N22630/PC.)

Case 23757/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngwenya, Solomon Ambrose**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9505, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9505, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 4th 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. N22020/PC.)

Case 25972/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngomane, Paulos**, First Defendant, and **Gaqangana, Nontobeko Sylvia**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9348, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9348, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bathroom and three bedrooms.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 2nd 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. N22021/PC.)

Case 23581/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngobeni, Eckson Mukhuva**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9614, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9614, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedroom, kitchen 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 5th 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. N22023/PC.)

Case 23584/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndlovu, Joseph**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9562, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9562, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, lounge 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 4th 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. N22024/PC.)

Case 23661/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndebele Sithembiso Samuel**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9577, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9577, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, two bedrooms, bathroom, lounge and kitchen.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 2nd 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. N22018/PC.)

Case 23618/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndaba Isac**, First Defendant, and **Makhopa Jeanett**,
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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9184, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 161 (one hundred and sixty-one) square metres, situated at Erf 9184, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, three bedrooms, lounge and kitchen.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 8th 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. N22019/PC.)

Case 5644/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mussane Malene Solomone**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9111, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 203 (two hundred and three) square metres, situated at Erf 9111, Etwatwa Extension 15 Township, Benoni, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, bathroom and two bedrooms.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 2nd 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. M23071/PC.)

Case 23593/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Motlala Daniel Neni**, First Defendant, and **Mdlalose Lindiwe Elsie**,
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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9593, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9593 Etwatwa Extension 15 Township, Benoni, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

Terms: (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 4th 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. M21905/PC.)

Case 23586/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mooka Mirriam**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9479, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9479, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M21897/PC.)

Case 23617/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Monnapule 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9526, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9526, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M21907/PC.)

Case 25697/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moloto Alfred**, First Defendant, and **Phala Theresa Mapule**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9648, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9648, Etwatwa Extension 15, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M22423/PC.)

Case 23675/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molokomme William Samuel**, First Defendant, and **Molokomme Regina Dories**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9642, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9642, Etwatwa Extension 15, Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 6th 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. M21909/PC.)

Case 23657/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoena Pule Libios**, First Defendant, and **Moekoena Virginia Baisie**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9199, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 358 (three hundred and fifty-eight) square metres, situated at Erf 9199, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, bathroom, lounge, dining-room and kitchen.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 6th 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. M21919/PC.)

Case 23613/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mojapelo Mualusi Frank**, First Defendant, and **Mofokeng Nomasondo Rachel**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9336, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9336, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 6th 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. M21920/PC.)

Case 23592/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mofokeng Percy Thabo**, First Defendant, and **Mofokeng Mavis Nomawethu**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9182, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 230 (two hundred and thirty) square metres, situated at Erf 9182, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bathroom and two bedrooms.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 5th 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. M21902/PC.)

Case 31069/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mofokeng Hendrick Tomello**, First Defendant, and **Mofokeng Julia Mapule**, 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 Office, 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff a 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9275, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 212 (two hundred and twelve) square metres, situated at Erf 9275, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, three bedrooms, bathroom, lounge and kitchen.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 6th 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. M22796/PC.)

Case 25534/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mnyakeni Vusimuzi Samuel**, First Defendant, and **Mnyakeni Lastborn Angeline**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff a 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9379, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9379, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, dining-room, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M22454/PC.)

Case 23662/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mlambo Tray Ephriam**, First Defendant, and **Boroko Sinah Malope**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff a 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9607, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9607, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedroom, bathroom and kitchen.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 2nd 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. M21903/PC.)

Case 23752/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhabela Manie Rose**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9660, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9660, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, three bedrooms, bedroom, lounge and kitchen.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 2nd 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. M21904/PC.)

Case 23594/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mhlongo James**, First Defendant, and **Dube Melita Nomgqibelo**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9550, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9550, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M21900/PC.)

Case 23659/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mhlanga Lazarus**, First Defendant, and **Mhlanga Doris Ntombifuthi**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9201, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 356 (three hundred and fifty-six) square metres, situated at Erf 9201, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 5th 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. M21932/PC.)

Case 25691/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mdoko Mzimasi Langster**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9127, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 244 (two hundred and forty-four) square metres, situated at Erf 9127, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M22424/PC.)

Case 25964/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mdlalose Balazi Sampson**, First Defendant, and **Mdlalose Mampa Ada**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9209, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9209, Etwatwa Extension 15 Township, Benoni, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 2nd 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. M21894/PC.)

Case 25715/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbonze Matias**, First Defendant, and **Mbonze Dorah Norah**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9170, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 184 (one hundred and eighty-four) square metres, situated at Erf 9170, Etwatwa Extension 15 Township, Benoni, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M22427/PC.)

Case 23763/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbatha Vusumuzi Benjamin**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9605, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9605, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bathroom and three bedrooms.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 5th 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. M21953/PC.)

Case 25718/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mavuso Sibongile Tryphinah**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9527, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9527, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 6th 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. M22429/PC.)

Case 23756/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mavhungu Thinandavha Patrick**, First Defendant, and **Mncube Gabisile Lena**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9603, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9603, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M21951/PC.)

Case 23760/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matloteng Elias Kakayi**, First Defendant, and **Matloteng Makylamana Nellie**, 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 Office, 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9653, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9653, Etwatwa, Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M21898/PC.)

Case 23650/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matlala Michael**, First Defendant, and **Matlala Mirriam Sesi**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9399, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9399, Etwatwa Extension 15 Township, Daveyton.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 11th 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. M21917/PC.)

Case 23639/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mathe Gabriel**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9119, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 181 (one hundred and eighty-one) square metres, situated at Erf 9119, Etwatwa Extension 15 Township, Benoni, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 4th 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. M21946/PC.)

Case 23560/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masupha Jabulani David**, First Defendant, and **Masupha Elizabeth Hlamkile**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9635, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9635, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 8th 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. M22164/PC.)

Case 23749/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masondo Andrew Dumisani**, First Defendant, and **Masondo Priscilla**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9386, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9386, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, dining-room, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 5th 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. M21947/PC.)

Case 23667/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashigo, Richard Sidney**, First Defendant, and **Mashigo, Elizabeth Nomakhephu**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9329, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9329, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 4th 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. M21933/PC.)

Case 25532/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashia, Mojalefa Enos**, First Defendant, and
Mashia, Caroline Nomsa, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9113, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 9113, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 8th 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. M22452/PC.)

Case 23610/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashego, Kwanebotse Larky**, First Defendant, and
Mashego, Somahle Maria, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9450, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9450, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 4th 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. M21944/PC.)

Case 25707/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashaba, Simanga Jacob**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9442, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9442, Etwatwa Extension 15 Township.

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

Dwelling under asbestos roof, lounge, two bedrooms, bathroom and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 5th 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. M22416/PC.)

Case 23580/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maseko, Solomon**, First Defendant, and
Maseko, Shirley Yvonne, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9390, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9390, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, kitchen, lounge, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 5th 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. M21943/PC.)

Case 25705/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masanabo, Piet Meyiwa**, First Defendant, and
Masanabo, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9439, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9439, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 4th 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. M22442/PC.)

Case 23334/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marabe, Joseph John**, First Defendant, and
Marabe, Matibane 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9364, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9364, Etwatwa Extension 15 Township, 1507.

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

Dwelling consisting of two bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 5th 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. M24205/PC.)

Case 23607/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maphela, Magdeline Khabo**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9432, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9432, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 4th 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. M21899/PC.)

Case 23761/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mapekotsa, Ernest Mosiuoa**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9641, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 175 (one hundred and seventy-five) square metres, situated at Erf 9641, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 6th 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. M21938/PC.)

Case 25690/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Manana, Boy Enoch**, First Defendant, and
Manana, Zodwa 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9354, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9354, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, three bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 5th 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. M22418/PC.)

Case 23572/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maleka, Robert**, First Defendant, and **Maleka, Martha Bayile**,
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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9538, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9538, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 5th 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. M21950/PC.)

Case 7559/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malaza, Mfokeni Clement**, First Defendant, and **Malaza, Mankuru Christina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9312, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9312, Etwatwa Extension 15 Township, 1507.

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

Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 6th 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. M23185/PC.)

Case 23666/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malapela, Kuli Joseph**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9552, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9552, Etwatwa Extension 15 Township, Benoni.

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

Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 2nd 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. M21955/PC.)

Case 23669/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makola Mashoene Wilfred**, First Defendant, and
Makola Mamponyane, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9446, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9446, Etwatwa Extension 15 Township, Benoni, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 4th 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. M21956/PC.)

Case 25709/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makara Mamotbang Julia**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9222, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9222, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 5th 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. M22445/PC.)

Case 25702/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Majola Zwelitini**, First Defendant, and **Majola Mamaswazi Maria**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9647, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9647, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 6th 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. M22446/PC.)

Case 25720/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mahlangu Paulos**, First Defendant, and **Ditlhake Maria**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9214, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9214, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 5th 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. M22434/PC.)

Case 6814/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mahamba Landiwe Michael**, First Defendant, and **Mahamba Christina Maria Moepl**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9353, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9353, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 4th day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23145/PC.)

Case 23754/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabuse Richard Thuwana**, First Defendant, and **Mabuse Edith Matlakala**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9520, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9520, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21937/PC.)

Case 23649/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabena Amos Vusumuzi**, First Defendant, and **Mabena Jacobeth**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9193, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, situated at Erf 9193, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21931/PC.)

Case 23608/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo Hayimane John Mbongeni**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9349, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9349, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bathroom and two bedrooms.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K22001/PC.)

Case 27759/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo Sydney**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale.

All right, title and interest in the leasehold in respect of Erf 9658, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9658, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, dining-room, kitchen, bedroom and bathroom.

The property is zoned: Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this 4th 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. K22612/PC.)

Case 25962/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khosa Thompson Machonisi**, First Defendant, and **Khosa Mitah Maureen**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale.

All right, title and interest in the leasehold in respect of Erf 9455, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9455, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, three bedrooms, bathroom and kitchen.

The property is zoned: Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this 2nd 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. K22000/PC.)

Case 23678/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gabade Moses**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale.

All right, title and interest in the leasehold in respect of Erf 9341, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9341, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, kitchen, bedroom and bathroom.

The property is zoned: Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this 6th 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. G21996/PC.)

Case 23637/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Baloyi Mbhazima George**, First Defendant, and **Baloyi Ziphethile Alivina**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale.

All right, title and interest in the leasehold in respect of Erf 9636, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9636, Etwatwa Extension 15 Township, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen and bathroom.

The property is zoned: Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this 5th 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. B21998/PC.)

Case 23635/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zwane, Jabulane**, 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 Office, at 49 Kemston Avenue, Benoni, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the Leasehold in respect of Erf 9369, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9369, Etwatwa Extension 15 Township, Benoni, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 4th 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. Z22316/PC.)

Saak 6208/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Farouk Abrams**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof Roodepoort, in bogemelde saak op 6 Julie 1994, sal 'n verkoping gehou word op 23 September 1994 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1986, Florida-uitbreiding, groot 1 218 (een duisend twee honderd en agtien) vierkante meter, gehou deur verweerder kragtens akte van transport T2641/94.

Die eiendom is gesoneer Residensieel 1 en is geleë te 12 Rhodeslaan, Florida-uitbreiding en bestaan uit 'n sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwaskamer, stoorkamer, dubbel motorhuis, bediende kwartiere, sinkdak, baksteenmure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslagsgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

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

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/849/94.)

Saak 614/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Sello Stephen Lebeoane**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Randfontein, in bogemelde saak op 19 April 1994, sal 'n verkoping gehou word op 23 September 1994 om 14:15, by die verkoopslokaal van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Randfontein, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Randfontein, ter insae sal lê:

Die verweerder se reg titel en belang in en tot sekere huurpag ten opsigte van Perseel 5043, Mohlakeng-uitbreiding 3, gehou deur die verweerder kragtens sertifikaat van Geregistreerde Huurpag TL20170/90, groot 255 (twee honderd vyf-en-vyftig) vierkante meter, gehou deur verweerder kragtens Akte van Transport TL20170/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Thapanesingel, 5043, Mohlakeng-uitbreiding 3, en bestaan uit 'n sitkamer, gang, kombuis, twee slaapkamers, badkamer met 'n teëldak, gepleisterde mure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslagsgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein.

Gedateer te Roodepoort op die 9de dag van Augustus 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, P.a. Drakensbergweg 3, Finsbury, Randfontein; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/138/94/BL429.)

Saak 6691/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Joseph John Fourie**, Eerste Verweerder, en **Carol Sariana Fourie**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 22 Julie 1994, sal 'n verkoping gehou word op 23 September 1994 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1633, Roodekrans-uitbreiding 12, groot 961 (nege honderd een-en-sestig) vierkante meter, gehou deur verweerder kragtens Akte van Transport T9776/94.

Die eiendom is gesoneer Residensieel 1 en is geleë te 1211 Letabastraat, Roodekrans-uitbreiding 12, en bestaan uit 'n sitkamer, gesinskamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, opwaskamer, dubbelmotorhuis, teëldak met gepleisterde mure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslagsgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/959/94/BF357.)

Saak 9457/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

In die saak tussen **Transnet Beperk**, Eiser, en **De Witt, Denise Diann**, 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 Vendaafslaer 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 2865, Birch Acres-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 836 (agt drie ses) vierkante meter.

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

Woonhuis bestaan uit sitkamer, eetkamer, drie slaapkamers, 21 badkamers, twee toilette en kombuis.

Buitegeboue bestaande uit swembad, motorafdak en motorrylaan.

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 (ses duisend rand) en 'n minimum heffing van R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 19de dag van Augustus 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z50031.)

Case 21902/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Schalk David van der Merwe**, First Defendant, and **Michelle Ann van der Merwe**, 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 142 Struben Street, Pretoria, on Wednesday, 21 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:

Erf 946, situated in the Township Valhalla, Registration Division JR, Transvaal, also known as 70 Maud Drive, Valhalla, measuring 1 579 (one thousand five hundred and seventy-nine) square metres, held by Deed of Transfer T18941/93, subject to the conditions therein contained.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/shower, w.c., garage, two carports and servant's room with w.c.

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

Dated at Pretoria this 22nd day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1648/93.)

Saak 57301/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Arnoldus Petrus Smith**, Verweerder

Erf 174, Davel IS, Transvaal, groot 1 983 vierkante meter, geleë te Truterlaan 174, Davel No. T7711/1906, eksekusieveiling gehou te word 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 eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is die eiendom 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 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 23ste dag van Augustus 1994.

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

Saak 44664/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Pauline Gertruida Coetzee**, Verweerder

Erf 532, Davel IS, Transvaal, groot 1 983 vierkante meter, geleë te Hendriklaan 532, Davel, T3484/1976; Erf 535, Davel IS, Transvaal, groot 1 983 vierkante meter, geleë te Joubertstraat 535, Davel, T3484/1976; Erf 537, Davel IS, Transvaal, groot 1 983 vierkante meter, geleë te Joubertstraat 537, Davel, T3484/1976; Erf 540, Davel IS, Transvaal, groot 1 983 vierkante meter, geleë te Hendriklaan 540, Davel, T3484/1976; Erf 542, Davel IS, Transvaal, groot 1 983 vierkante meter, geleë te Hendriklaan 542, Davel, T3484/1976, eksekusieveiling gehou te word voor die Landdroskantore, Jan van Riebeeckstraat, Ermelo, 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 eiendomme in 'n geproklameerde dorp en is die eiendomme verbeter met basiese munisipale dienste en is die eiendomme verder onverbeterd. Die eiendomme 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 besonderhede:

(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 23ste dag van Augustus 1994.

C. J. van der Merwe, vir Van der Merwe, Prokureur vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844.] (Verw. mev. Olivier.)

Saak 44665/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **R. E. Denoon B-E Duncan**, Eerste Verweerder, **E. S. Fairweather**, Tweede Verweerder, **D. E. Sampson**, Derde Verweerder, **B. M. F. Bastard**, Vierde Verweerder, **D. F. Williams**, Vyfde Verweerder, **D. O. Norton**, Sesde Verweerder, en **A. Orwicz**, Sewende Verweerder

Erf 1884, Marloth Park Vakansiedorp JU, Transvaal, groot 1 734 vierkante meter, geleë te 1884 Geelslangweg, Marloth Park, T45241/1982, T14182/1978, T18664/1983 en T31564/1983 (onderskeidelik). Eksekusieveiling te Landdroskantore, De Villiersstraat, Barbertain, op 7 Oktober 1994 om 09:00, 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 die eiendom 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, Barbertain, en bevat onder andere die volgende voorwaardes:

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

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

Geteken te Pretoria op hierdie 23ste 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.)

Case 47561/94
PH 46

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Mr Karel Johannes Alberts**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court, and a warrant of execution dated 18 July 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Sheriff's Offices, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder on 5 October 1994 at 10:00:

Certain Erf 2073, Albertsdal Extension 7, situated in the Township of Albertsdale, Alberton, Registration Division IR, Transvaal, measuring 900 square metres, held by Deed of Transfer T55075/1993, known as 17 Balelesberg Street, Albertsdal, Alberton.

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 title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed:

A single-storey residence, constructed of brick and plaster with a tiled roof, consisting of entrance hall, lounge, dining-room, kitchen, two bedrooms with two bathrooms and single detached garage.

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

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

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

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N289.)

Saak 83672/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **N. F. L. van Blerk**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 7 Januarie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 20 September 1994 om 14:00:

Resterende gedeelte van Erf 148, geleë in die dorpsgebied Waverley, Pretoria, Registrasieafdeling JR, Transvaal, groot 1 384 (eenduisend driehonderd vier-en-tagtig) vierkante meter, beter bekend as 729 Codonia Avenue, Waverley.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbetering word verskaf maar nie gewaarborg nie:

Drie slaapkamerwoonhuis met badkamer, stort, eetkamer, sitkamer, kombuis, stoepe en dubbelmotorhuis.

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

Voorwaardes:

Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Sentraal, te Messcor-huis, Margarethastraat 30, Pretoria-Sentraal.

Geteken te Pretoria op hierdie 23ste dag van Augustus 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdiepung, Sanlamsentrum, Andriesstraat 252, Pretoria.

Case 321/91

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

In the matter between **Allied Bank**, a Division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Jan Christiaan Kriek**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 6 February 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 September 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Portion 20 of Erf 174, Witfield, situated at 13 Bester Street, in the Township of Witfield, District of Boksburg, 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 entrance hall, lounge, kitchen, two bedrooms, one bathroom with w.c. and swimming-pool.

Conditions of sale:

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

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

Dated at Boksburg on this the 22nd day of August 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF0708 (AU208).]

**Case 8355/94
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 **Sanderson, John**, First Execution Debtor, and **Sanderson, Anna Maria Catharina**, 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 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1212, situated in the Township of Triomf, Registration Division IQ, Transvaal, being 106 Gold Street, Triomf, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, laundry, four bedrooms, bathroom with outbuildings with similar construction comprising of a garage, carport, 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 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 this 22nd 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/S536.)

NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 21 September 1994 at 10:00.

Nedcor Bank Limited is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case 5158/91.

Judgment Debtors: **Daniel Tsenolo Buthelezi N.O. and Daniel Tsenolo Buthelezi.**

Property: Right of leasehold over Erf 2886, Tokoza Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2886, Tokoza Extension 1.

Improvements: Detached single-storey brick built residence under asbestos roof, comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

Reference: MB0445.

Case 345/90.

Judgment Debtors: **Abram Mpiyakhe Cindi.**

Property: Right of leasehold over Erf 8402, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8402, Tokoza.

Improvements: Detached single-storey brick built residence under iron roof, comprising three rooms other than kitchen and one and a half bathrooms.

Reference: MC0025.

Case 2058/94.

Judgment Debtors: **Gilbert Dlangamandla and Bervely Dlangamandla.**

Property: Right of leasehold over Erf 21, Ngema Township, Registration Division IR, Transvaal, situated at Erf 21, Ngema, Katshehong.

Improvements: Detached single-storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

Reference: MD0030.

Case 3724/94.

Judgment Debtors: **Mukhacani Boy Hlungwane and Mbhazima Rose Hlungwane.**

Property: Right of leasehold over Erf 1061, AP Khumalo Township, Registration Division IR, Transvaal, situated at Erf 1061, AP Khumalo, Katshehong.

Improvements: Detached single storey brick built residence under iron roof comprising one room other than kitchen and bathroom with outbuildings of a similar construction comprising servants' quarters and toilet.

Reference: MH0027.

Case 2848/90.

Judgment Debtors: **Tsogojame Michael Letlhogile.**

Property: Right of leasehold over Erf 2141 (formerly Erf 776), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2141 (formerly Erf 776) Likole Extension 1, Katshehong.

Improvements: Detached single-storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising toilet.

Reference: ML0036.

Case 4590/94.

Judgment Debtors: **Nodabula Leonard Manqele.**

Property: Right of leasehold over Erf 1636, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 1636, Tokoza.

Improvements: Semi-detached single-storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage.

Reference: MM0631.

Case 8513/89.

Judgment Debtors: **Samuel Doctor Mazibuko.**

Property: Right of leasehold over Erf 9437, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 9437, Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MM3835.

Case 7612/92.

Judgment Debtors: **Tsepo Isaac Metsing and Mamaye Bellina Metsing.**

Property: Right of leasehold over Erf 281, Monaheng Township, Registration Division IR, Transvaal, situated at Erf 281, Monaheng, Katshehong.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

Reference: MM0288.

Case 8246/91.

Judgment Debtors: **Marekwa Sam Mokwena.**

Property: Right of leasehold over Erf 11397 (formerly Erf 726), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11397 (formerly Erf 726), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0245.

Case 4520/94.

Judgment Debtors: **Tsehlia Molapi and Mpho Susan Molapi.**

Property: Right of leasehold over Erf 677, Nhlapo Township, Registration Division IR, Transvaal, situated at Erf 677, Nhlapo, Katlehong.

Improvements: Semi-detached single-storey brick built residence under asbestos roof comprising four rooms other than kitchen with outbuildings of a similar construction comprising garage and toilet.

Reference: MM0276.

Case 1638/94.

Judgment Debtors: **Tsotsi Peter Themba.**

Property: Right of leasehold over Erf 11240 (formerly Erf 569), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11240 (formerly Erf 569), Tokoza Extension 2.

Improvements: Detached single-storey brick built residence under iron roof, comprising two rooms other than kitchen.

Reference: MT0062.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

Case 11529/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Frederik Johannes Jacobus Kruger**, Second Defendant

On 26 September 1994 at 10:00, a public auction sale will be held at the offices of the Sheriff, Ground Floor, Du Pisanie Building, 74 Joubert Street, Germiston, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Second Defendant's undivided half share in and to Erf 440, Lambton Extension 1 Township, Registration Division IR, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, also known as 25 Ninth Avenue, Lambton, Germiston. Hereinafter called the property.

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under tiled roof, comprising six rooms other than kitchen and two bathrooms with outbuildings of a similar construction, comprising two carports, jacuzzi and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) and the fees of the Sheriff for acting as auctioneer immediately after the sale and the balance of the price and interest shall, within fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser. Neither the Sheriff nor the Plaintiff give any warranty that the purchaser will be able to obtain personal occupation of the property, all risk in regard to which shall be borne by the purchaser. The purchaser shall in all respects make his own arrangements regarding occupation.

6. The purchaser agrees that there is no obligation on the seller to furnish an electrical installations certificate of compliance issued under the regulation in terms of the Occupational Health and Safety Act of 1983. The purchaser will be obliged, at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

7. Full conditions of sale are available for inspection at the Sheriff's Office, Germiston.

Dated at Germiston on the 23rd day of August 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0201/Miss Kent.)

Case 5694/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Delmain Walter Black**, First Defendant, and **Beryl-Ann Black**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 June 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 400, Delmore Park Extension 2 Township, situated on 29 Stompneus Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 299 (two hundred and ninety-nine) square metres.

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

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

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

Dated at Boksburg on this the 23rd day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00167/Mrs Teixeira.)

Case 7140/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Robert Samuel Powell**, First Defendant, and **Sylvia Powell**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 19 July 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Portion 7 of Erf 819, Freeway Park Extension 1 Township, situated on 4 Tambotie Street, Freeway Park Extension 1, in the Township of Freeway Park Extension 1, District of Boksburg, 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 an entrance hall, dining-room, kitchen, three bedrooms, two bathrooms with a w.c., single garage and a staff room with a w.c. and shower.

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

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

Dated at Boksburg on this the 23rd day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00211/Mrs Teixeira.)

Case 7138/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Pieter Johannes Nienaber**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 July 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 September 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 1378, Impalapark Extension 1 Township, situated on 26 Hermes Street, Impalapark Extension 1, in the Township of Impalapark Extension 1, District of Boksburg, measuring 892 (eight hundred and ninety-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms with a w.c., garage, staff room with a shower and w.c.

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

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

Dated at Boksburg on this the 23rd day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00210/Mrs Teixeira.)

Saak 43404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Erna Johanna Putter**, Verweerder

'n Verkoop word gehou deur die Balju, Pretoria-Noord-oos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 September 1994 om 14:00, van:

Resterende gedeelte van Erf 114, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, groot 744 vierkante meter, gehou kragtens Akte van Transport T60703/92, beter bekend as Wolmaransstraat 84, Jan Niemandpark.

Besonderhede word nie gewaarborg nie.

'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Enkel motorhuis, bediendekamer en toilet.

Besigtig voorwaardes by die Balju, Pretoria-Noord-oos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Twinline Investments BK**, Eerste Verweerder, **Henry Stephen Rautenbach**, Tweede Verweerder, **Ferdinand Janse van Rensburg**, Derde Verweerder, en **Elizabeth Allen Rautenbach**, Vierde Verweerder

'n Verkoop word gehou deur die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 21 September 1994 om 10:00, van:

Erf 325, geleë in die dorpsgebied Constantiapark, Registrasieafdeling JR, Transvaal, groot 1 409 vierkante meter, gehou Akte van Transport T36303/1975, beter bekend as Duvernoystraat 186, Constantiapark, Pretoria.

Besonderhede word nie gewaarborg nie:

'n Woonhuis met drie slaapkamers, twee badkamers met aparte toilette, sitkamer, eetkamer, TV-/gesinskamer, kombuis, drie motorhuise, bediendekamer met toilet en toegeruste boorgat.

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

Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. mnr. Horn/pv.)

Saak 881/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **M/S Romance Foundations (Pty) Ltd**, Eiser, en **T. D. Hajee**, trading as Induna Wholesalers, Verweerder

Ingevolge 'n vonnis van die Landdroshof Lydenburg, gedateer 14 September 1993, en lasbrief vir eksekusie sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, op Woensdag, 21 September 1994 om 08:30, naamlik:

Erf 1404, geleë in die dorpsgebied Lydenburg-uitbreiding 2, Registrasieafdeling JT, Transvaal, groot 796 vierkante meter, onderworpe aan die voorwaardes in die akte vermeld.

Verbeterings (genoemde verbeterings word nie gewaarborg nie): Woonhuis.

Voorwaardes van verkoping:

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalings van artikel 66 van die Landdroshofwet. Die verkoping geskied in volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Voortrekkerstraat 26, Lydenburg, en te kantoor van die Eiser se prokureur.

Geteken te Lydenburg op hierdie die 18de dag van September 1994.

D. van Wyk, vir Kuit, Van Wyk & De Villiers, Law Chambers, Kantoorstraat 57, Lydenburg. [Tel. (01323) 2101/2/3.] (Verw. mnr. Van Wyk/VDEV/ZUB1.)

Saak 322/92

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 **Nicolaas Francois Herbst**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 23 Februarie 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, 8 Parkstraat, Kempton Park, aan die hoogste bieder op 29 September 1994 om 10:00:

Erf 44, Edleen-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 033 (eenduisend drie-en-dertig) vierkante meter, bekend as Crypto Mariastraat 17, Kempton Park.

Voorwaardes van verkoping:

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

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

Woonhuis: Eetkamer, sitkamer, familiekamer, kombuis, vier slaapkamers, twee badkamers en twee toilette.

Buitegeboue: Enkel motorhuis, afdak en oprit.

Ander: Beton mure, swembad en kroeg.

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% (twintig persent) per jaar, sal binne 14 (veertien) 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 Sentraal, Privaatsak X53, Kempton Park, 1620. (Verw. Mr McKenzie/zk/DB.)

Case 14119/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gertruida Magdalena van der Merwe**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Room 603A, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 22 September 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

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

Property: Portion 21 as more fully described on Sectional Plan SS.220/1984, in the building or building known as Henriette and situated at Erf 1789, Town Pretoria, Registration Division JR, Transvaal, measuring 42 square metres.

An undivided share in the common property in the ground and/or buildings as described on the said sectional plan apportioned to the said section in accordance with the participation quota; held under Certificate of Registered Sectional title ST.220/1984 (21) (UNIT); known as Flat 22, Henriette Flats, 324 Souter Street, Pretoria West.

Improvements: Bedroom, bathroom, kitchen and carport.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1772.)

Case 11106/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkobusi Leonard Morokong**, First Defendant, and **Lester Mmatlane Morokong**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on 30 September 1994 at 11:00:

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

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

Property: Leasehold Stand 164, Block GG, Soshanguve, Residential Area of Soshanguve, measuring 450 square metres, held under Deed of Transfer T33703/1992, known as Stand 164, Block GG, Soshanguve.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1667.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 September 1994 at 11:00:

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

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

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

1. **Case No.: 10919/94** (File Ref: Mr Du Plooy/GT1663).

Execution Debtors: **Modibe Jim Modiba** and **Tsholofelo Magdeline Modiba**.

Property: Erf 751, Soshanguve JJ, Registration Division Jr, Transvaal, measuring 400 square metres, held by virtue of Certificate of Ownership No. T.30629/92.

Improvements: Single storey, three bedrooms, kitchen, lounge, dining-room, bathroom and garage.

2. **Case No.: 13687/94** (File Ref: Mr Du Plooy/GT1759).

Execution Debtors: **Cornelius Francis de Lange** and **Leonora de Lange**.

Property: Remaining Extent of Erf 328, situated in the Township of Wolmer, Registration Division JR, Transvaal, measuring 1 313 square metres, held by Deed of Transfer No. T.84469/91, known as 377 Jopie Fourie Street, Pretoria North.

Improvements: Vacant unimproved 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.]

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

In the matter between **First National Bank of S.A. Ltd**, trading as Wesbank, Plaintiff, and **Kirpal Singh**, Defendant

On 21 September 1994 at 11:00, the undermentioned property will be sold in execution in front of Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 485, Actonville Extension 2, held under Deed of Transfer T22287/75, Registration Division IR, Transvaal.

Situated at 485 Mia Street, Actonville, Benoni.

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

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

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

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

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

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

Dated at Benoni on this the 15th day of August 1994.

I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. EW:S27.)

Saak 2297/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, handeldrywende as Wesbank, Vonnisskuldeiser, en **G. J. du Plessis**, Vonnisskuldenaar

Kennis geskied hiermee dat na aanleiding van 'n vonnis deur bostaande Agbare Hof toegestaan en ingevolge 'n lasbrief vir eksekusie gedateer 27 April 1992, die onderstaande eiendom in eksekusie verkoop sal word aan die hoogste bieder op 16 September 1994 om 11:00, ten kantore van die baljuverkoopperseel, Prince Georgelaan 439, Brakpan:

Erf 1199, Dalpark-uitbreiding 11-dorpsgebied, groot 812 (agthonderd en twaalf) vierkante meter.

Geleë te Masiefeldstraat 15, Dalpark-uitbreiding 11, Brakpan.

Bestaande uit:

Hoofgebou: Sitkamer, hoof plus twee slaapkamers, badkamer en kombuis.

Buitegeboue: Motorhuis-enkel afdak, huishulpkamer, toilet alleen, omheining: Voorafvervaardigde mure, geboue konstruksie: Mure gepleisterde stene en dak van teëls.

Vernaamste verkoopvoorwaardes:

1. Die eiendom word voetstoots per openbare veiling verkoop en niks word gewaarborg nie.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopskommissie, betaalbaar op die dag van verkoping.

Die saldo, tesame met rente teen die heersende bankrentekoers bereken vanaf die dag van verkoping tot die datum van finale betaling, albei datums ingesluit, sal betaal of verseker word by wyse van 'n goedgekeurde bankwaarborg binne 21 (een-en-twintig) dae na die datum van die verkoping.

3. Die koper is aanspreeklik vir die betaling van alle bedrae nodig om transport te neem, insluitende hereregte, belasting, sanitêre fooie, rente, verkoopskommissie en 'n sertifikaat van nakoming uitgereik ingevolge Regulasie 3 van die Elektriese Installasieregulasie uitgevaardig kragtens die Masjinerie en Beroepsveiligheidswet, No. 6 van 1983, en gepubliseer in die *Staatskoerant* per Kennisgewing R2920 van 23 Oktober 1992.

4. Die eiendom word verkoop onderhewig aan enige bestaande huurkontrak.

5. Die verkoopvoorwaardes lê ter insae by die kantore van die Balju van die Landdroshof te Prince Georgelaan 439, Brakpan.

6. Indien die koper die verkoopvoorwaardes verbreek, sal hy die deposito in paragraaf 2 hierbo na verwys verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van die Eksekusieskuldeiser se regte om verdere eise vir skadevergoeding teen die koper in te stel.

7. Hierdie verkoping is onderhewig aan die bepalinge van die Landdroshofwet, in besonder artikel 66 (2) van genoemde Wet.

Gedateer te Brakpan op hierdie 18de dag van Augustus 1994.

A. G. Smuts, vir A. G. Smuts & Reid, Prokureur vir Vonnisskuldeiser, Eerste Verdieping, Voortrekkerweg 631A, Posbus 743, Brakpan. (Tel. 740-1530/2.) (Verw. Mnr. Smuts/gb/WB85.)

Case 4507/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Miss Jeanette Smith**, Defendant

Kindly take notice that pursuant to a judgment granted 8 July 1994, and warrant of execution dated 8 July 1994, the following property will be sold in execution on 21 September 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Portion 1 of Erf 61, The Stewards Township, Registration Division IR, Transvaal.

Improvements: Single-storey brick under tile, lounge, dining-room, three bedrooms, one and a half bathrooms, shower, two toilets, kitchen, single garage, outside room/toilet, concrete walls, pool, paved driveway and carport.

Known as 40 Brand Street, The Stewards, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Courts Office, Benoni.

Dated at Benoni on the 22nd day of August 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1274.)

Case 4610/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Catharina Frederika Cloete**, formerly Venter, Defendant

Kindly take notice that pursuant to a judgment granted 14 July 1994, and warrant of execution dated 14 July 1994, the following property will be sold in execution on 30 September 1994 at 11:15, at the offices of the Magistrate's Court, Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Erf 2201, Sunward Park Extension 5 Township, Registration Division IR, Transvaal.

Improvements: Single-storey brick under tile, lounge, dining-room, kitchen, bar-room, three bedrooms, dressing-room, two bathrooms, two showers, two toilets, double garage, outside room/toilet, brickcast wall, brick driveway and pool.

Known as 30 Explorer Way, Sunward Park Extension 5, Boksburg.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Courts Office, Boksburg.

Dated at Benoni on the 22nd day of August 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1268.)

Case 15293/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Vetter: Elham Nicolas Saad**, Defendant

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

1. A unit consisting of:

(a) Section 1, in the scheme known as Parklane Village, situated at Erf 800, Parktown Township, of which section the floor area, according to the sectional plan is 17 (seventeen) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. A unit consisting of:

(a) Section 77, in the scheme known as Parklane Village, situated at Erf 800, Parktown Township, of which section the floor area, according to the sectional plan is 17 (seventeen) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

3. A unit consisting of:

(a) Section 95, in the scheme known as Parklane Village, situated at Erf 800, Parktown Township, of which section the floor area, according to the sectional plan is 142 (one hundred and forty-two) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

situated at Penthouse 36, Parklane Village, corner of Empire and Queens Roads, Parktown, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Sectional title flat, comprising lounge, dining-room, entrance-hall, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s and balconies. Common property facilities: Swimming-pool, laundry/drying area and parking.

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

Dated at Johannesburg on this the 22nd 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/MN6617.)

Saak 25765/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Blignaut F. W.**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 Junie 1994, sal die onderstaande eiendom op 20 September 1994 om 14:00, te die kantoor van die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregteelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Gedeelte 1 van Erf 745, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, bekend as 17de Laan 661, Rietfontein.

Gesoneer vir 'n woonhuis met buitegeboue.

Beskrywing: Sitkamer, eetkamer, kombuis, TV-kamer, toilet, badkamer, drie slaapkamers, swembad, waskamer, twee motorhuise, twee bediendekamers en toilet.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Gedateer te Pretoria op hede die 23ste dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0353.)

Saak 19592/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Zelinbahof Regspersoon**, Eiser, en **Charles Mathews Motsepe**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 5 Mei 1994, en daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 20 September 1994 om 14:00, te Sinodale-sentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 22, geleë te Gedeelte 1 van Erf 280, van die skema bekend as Zelinbahof, Skemanommer SS108/81—groot 38 (agt-en-dertig) vierkante meter onder geregistreerde Titelnommer ST84251/1993.

(b) *Straatadres*: Zelinbahof 306, Schoemanstraat, Arcadia, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie. Eenmanwoonstel vir bewoningsdoeleindes, badkamer en toilet, sit- en eetkamer, kombuis, motorhuis en gebou met sement en stene.

2. *Verkoopvoorwaardes*:

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, asook te die Landdroshof, Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 24ste dag van Augustus 1994.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/5233.)

Saak 1561/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Nedperm Bank Beperk** (Reg. No. 51/00009/06, Eiser, en **Tumelo Jacob Moloi**, Eerste Verweerder, en **Maria Thabitha Moloi**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 30 September 1994 om 10:00 te Baljukantoor, Beaconsfieldlaan 41A, Vereeniging, per publieke veiling deur die Balju, Vereeniging, verkoop word:

Hoewe 82, Dreamland Agricultural Holdings, Registrasieafdeling IQ, Transvaal, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Dreamland Agricultural Holdings, gehou kragtens Grondbrief T30275/1991, grootte 2,0997 (twee komma nul nege nege sewe) hektaar.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder teëldak bestaande uit drie slaapkamers, TV-kamer, enkelmotorhuis en draadomheining.

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Vereeniging hierdie 17de dag van Augustus 1994.

Du Plessis & McLoughlin Ing., Senator Markslaan 47A, Posbus 4400, Vereeniging, 1939. [Verw. SG/N101(VEB).]

Case 4492/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Klein Jakob Hermanus**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 13 July 1994, the property listed hereunder will be sold in execution on Friday, 23 September 1994 at 09:00, in the entrance-hall of the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

Erf 845, Alrapark Township, Registration Division IR, Transvaal, measuring 309 (three hundred and nine) square metres, known as 8 Eland Avenue, Alra Park, Nigel.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Brick building under corrugated iron roof residence comprising kitchen, lounge, three bedrooms and bathroom. Built in cupboards in kitchen only. *Fencing*: Concrete. *Zoned*: Residential 1.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of an incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per centum) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 15,25% (fifteen comma two five per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 17th 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/Miss Narrendas.)

Case 4994/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simon Vusi Chauke**, First Defendant, and **Rose Malekhotla Chauke**, Second Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 6555, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6555 Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge and outbuildings comprising garage.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H455.)

Case 2524/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moletjoko Samuel Masha**, First Defendant, and **Siphiwe Terrien Masha**, Second Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 107, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 107 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01266.)

Case 7059/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Thamzanga David Malinga**, First Defendant, and **Thembenkosi Betty Malinga**, Second Defendant

On 23 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1665, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at Erf 1665, Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, lounge and kitchen, and outbuildings comprising garage.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H1248.)

Case 2098/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Pavlovic, Miroslav**, 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 1434, situated in the Township of Randhart Extension 2, Registration Division IR, Transvaal, being 102 Elizabeth Eybers Street, Randhart Extension 2, Alberton, measuring 1 230 (one thousand two hundred and thirty) 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, laundry, separate shower, three bedrooms and two bathrooms, with outbuildings with similar construction comprising of two garages, servant's room, toilet, swimming-pool and cottage comprising of lounge, dining-room, two bedrooms, one and a half bathroom, kitchen and dressing room.

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 on this the 19th day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Street, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.153.)

Case 11873/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Baloyi, Nzama Bob**, First Execution Debtor, and **Baloyi, Shalot Nkhensani**, 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2228, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 2228 Protea Glen Extension 1, Johannesburg, measuring 264 (two hundred and sixty-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, separate toilet, two bedrooms and bathroom.

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 on this the 19th day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Street, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.314.)

Case 18864/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Velloen, Frederik Johannes Jacobus**, First Execution Debtor, and **Velloen, Martha Katrina**, 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 office of De Klerk, Vermaak & Partners, attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of attorneys, De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 425, situated in the Township of Sonlandpark, Registration Division IQ, Transvaal, being 58 Drakensberg Street, Sonlandpark, Vereeniging, measuring 1 373 (one thousand three hundred and seventy-three) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of a garage, carport, toilet, store-room 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 on this the 19th 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/V125.)

Saak 12055/93

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

In die saak tussen **Eerste Nasionale Bank van SA Bepker**, Eiser, en **Red Onion Investments CC**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 4 Januarie 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 16 September 1994 om 11:00:

Gedeelte 5 van Erf 1303, geleë in die dorpsgebied van Soshanguve, Blok K, Registrasieafdeling JR, Transvaal, grootte 7 052 vierkante meter, gehou kragtens Akte van Transport T47669/1992 (Die eiendom is ook beter bekend as Site 1303, Blok K, Soshanguve).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderste-poort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Gebou onder 'n staaldak, bestaande uit drankwinkel, groot 280 vierkante meter, bestaande uit kleinmaatverkope, stoorkamer, kantoor en twee toilette en 'n gebou onder teëldak, bestaande uit nagklub, groot 350 vierkante meter, bestaande uit twee stoorkamers, kantoor, kombuis, ses toilette, platejoggiekamer en vermaaklikheidsarea.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 19de dag van Augustus 1994.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/LVDW/F7136/B1.)

Saak 8113/94

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

In die saak tussen **Saambou Bank Bepker**, Eiser, en **Joseph Sydney Visagie**, Eerste Verweerder, en **Ealline Nora Visagie**, Tweede Verweederes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 29 Junie 1994, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Pretoria-Wes, op 22 September 1994 om 10:00, te Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart-en Pretoriusstraat, Pretoria, verkoop:

1. Deel nommer 29 soos aangetoon en volledig beskryf op Deelplan SS389/85 in die skema bekend as Henmarhof ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Erf 1491, in die dorp Pretoria, Plaaslike Bestuur Stadsraad van Pretoria, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde Deel toege-deel, ook bekend as Henmarhof 506, President Burgerstraat 296, Pretoria-Wes, gehou kragtens Akte van Transport ST48873/93, groot 64 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: Slaapkamer, toe balkon, kombuis, sit/eetkamer 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 bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

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

Geteken te Pretoria op hierdie 23ste dag van Augustus 1994.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. J. J. Hurter/CVB/002115.)

Saak 34645/93

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

In die saak tussen **ABSA Bank Bepersk**, Applikant, en **George Pericles Georgiou**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 3 Februarie 1994, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 22 September 1994 om 10:00, by die kantore van die Balju te Marshallstraat 131, Johannesburg, die hoogste bieder:

Erf 477, Linmeyer-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 793 (sewe nege drie) vierkante meter, gehou kragtens Akte van Transport T12970/1988, geleë te Augustastraat 134, Linmeyer.

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

Die eiendom bestaan uit dubbelverdiepingwoning, sitkamer, eetkamer, kombuis, drie slaapkamers, familiestudeerkamer, badkamer, badkamer met toilet, aparte toilet, volvloermatte, teeldak, drie motorhuise, opwaskamer, bediendekamer, mure om die huis en twee motorafdekke.

Terme en voorwaardes:

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

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

Geteken te Johannesburg op hierdie 9de 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. Mnr. Vivian/ev/G25.)

Saak 7611/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.**, 86/04794/06, handeldrywende as Allied Bank, voorheen handeldrywende as Allied Bouvereniging Bpk., Eiser, en **S. J. Selebeleng**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 26 April 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Landdroshof, Vanderbijlpark, aan die hoogste bieder op 23 September 1994, by die Landdroskantoor, Vanderbijlpark, te wete:

Erf 1029, Sebokeng Gebied 10, Registrasieafdeling IQ, Transvaal, groot 293 vierkante meter.

Verbeterings: Sitkamer, eetkamer, studeerkamer, drie slaapkamers, kombuis, twee volledige badkamers, dubbelmotorhuis en buite toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2.2 Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Balju, Landdroshof, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark op hierdie 19de dag van Augustus 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. A.241/R. Ellis.)

Case 27548/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Fakude, Gwenneth Cashile**, 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 Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton.

The right of leasehold in respect of Erf 1900, Spruitview Township, Registration Division IR, Transvaal, measuring 416 square metres, held by the Defendant under Deed of Transfer T52850/89, being 1900 Spruitview, Katlehong, Alberton.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70530/Mr Preiss/kw.)

Case 7349/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Van Zyl, Jasper Gerhardus Christoffel**, 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 Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 493, Roodekop, measuring 804 square metres, held by the Defendant under Deed of Transfer F11171/1972, being 139 Klipspringer Avenue, Roodekop, Germiston.

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

The dwelling consists of three bedrooms, bathroom/w.c., separate w.c., entrance hall, lounge, dining-room, family room, kitchen, two staffrooms and w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93590/Ms Isola/plr.)

Case 3583/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gordon, Barry**, First Defendant, and **Gordon, Isobel 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 180, Naturena Township, Registration Division IQ, Transvaal, measuring 880 square metres, held by the Defendants under Deed of Transfer T2526/84, being 26 Marquerite Crescent, Naturena.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., bathroom/w.c., shower, scullery, two garages and servant's room/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 28th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor; United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91527/Ms Isola/hs.)

Case 29384/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mgiba, Vincent**, First Defendant, and **Mgiba, Felicia Lindiwe**, 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:

The right of leasehold in respect of Erf 163, Mngadi Township, Registration Division IR, Transvaal, measuring 279 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL40787/88, being Stand 163 Mngadi, Katlehong, 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/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0149/Mr Preiss/kw.)

Case 4954/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ngobeni, Vusumuzi Elson**, First Defendant, and **Ngobeni, Bertha Nomathemba**, 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:

The right of leasehold in respect of 805 Likole Section Township, Registration Division IR, Transvaal, measuring 220 square metres, held by the Defendants under Deed of Transfer TL9629/90, being 805 Likole Section, Katlehong, Alberton.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0169/Mr Preiss/kw.)

Case 9068/93
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 **Mabena, Martha N.O.**, First Defendant, and **Mabena, William**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held 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:

The right of leasehold in respect of Lot 646, in the Township of Ramakonopi East, measuring 315 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL24250/86, being 646 Ramakonopi East, Katlehong, Alberton.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70526/Mr Preiss/kw.)

Case 15639/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Roux, Derick**, First Defendant, and **Roux, Lesley-Ann**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 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 2, Haddon, measuring 970 square metres, held by the Defendants under Deed of Transfer T21623/91, being 11 Napier Street, Haddon.

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./shower, separate w.c., kitchen, single garage, servant's room, w.c./shower, store-room and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98549/Ms Isola/plr.)

Case 14760/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Riley, Glyn**, First Defendant, and **Riley, Jeanne Myra**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 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 1344, Roodekrans Extension 7 Township, Registration Division IQ, Transvaal, measuring 1 001 square metres, held by the Defendants under Deed of Transfer T10620/1986, being 40 Salvia Street, Roodekrans, Roodepoort.

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

The dwelling consists of lounge, dining-room, bar room, four bedrooms, two bathrooms/w.c., separate shower, kitchen, scullery, pantry, double garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98147/FCLS/Mr Brewer/djl.)

Case 10415/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Sikakane, Solomon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 23 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 3674, Dobsonville Township, Registration Division IQ, Transvaal, measuring 279 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL28400/1985, being 3674 Dobsonville.

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

The dwelling consists of lounge, dining-room, four bedrooms, study, two bathrooms/w.c., kitchen, scullery, double garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z59634/FCLS/Mr Brewer/djl.)

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

In the matter between **The Body Corporate of the Building Magaliesberg**, Plaintiff, and **D. A. Camp**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg, held at Johannesburg, in the above suit, a sale without reserve will be held at the Magistrate's Court, Fox Street entrance, Johannesburg, on Friday, 16 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff, Johannesburg North:

Immovable property to be sold:

1. Unit 8, as shown and more fully described on Sectional Plan SS34/82, the scheme known as Magaliesberg, in respect of the land and buildings situated at Berea Township, Johannesburg, Local Authority, of which section the floor area according to the said sectional plan is measuring 146 (one hundred and forty-six) square metres in extent, and held under Deed of Transfer ST33887/1993.

2. An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST33887/1993.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of Transfer, a guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg on this the day of July 1994.

C. B. Shapiro, for Kallmeyer & Strime, Plaintiff's Attorneys, 13th Floor, Diamond Corner, 68 Eloff Street, Johannesburg. (Tel. 336-2636.) (Ref. VS/11556.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 29 September 1994 at 10:00. Nedcor Bank Limited, Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale.

The material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case Number: 10442/92: Judgment Debtors: **Lesiba Johannes Sekhaolelo, Morongwa Gladys Sekhaolelo, and Mashau Paul Sekhauleao.** *Property:* Right of leasehold over Erf 160, Motsu Township, Registration Division IR, Transvaal, situated at 160 Motsu Section, Tembisa. *Improvements:* Dwelling-house consisting of bathroom, dining-room, toilet, three bedrooms and kitchen. File Ref.: L388/92.

Case Number: 180/92: Judgment Debtors: **Coenraad Johannes Petrus van Eeden, and Maria Jacoba Magdalena van Eeden.** *Property:* Erf 99, Chloorkop, Registration Division IR, Transvaal, situated at 13 Dunlop Street, Chloorkop. *Improvements:* Dwelling-house consisting of lounge, two bathrooms, dining-room, two toilets, four bedrooms and kitchen. Outbuildings consisting of garage, carport, outside room and driveway. File Ref.: L3/92.

Case Number: 4619/90: Judgment Debtor: **Nonkululo Olga Masilela.** *Property:* Right of leasehold over Erf 372, Entshonalanga Township, Registration Division IR, Transvaal, situated at 372 Entshonalanga Section, Tembisa. *Improvements:* Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen. Outbuildings consisting of garage and three outside rooms. File Ref.: L141/90.

Case Number: 11353/90: Judgment Debtors: **Bonzoka Denis Setiba, and Christinah Ngokwane Setiba.** *Property:* Right of leasehold over Erf 117, Sethokga Township, Registration Division IR, Transvaal, situated at 117 Sethoka Section, Tembisa. *Improvements:* Dwelling-house consisting of lounge, toilet, two bedrooms and kitchen. File Ref.: L334/90.

L. J. van den Heever, for Schumann Van den Heever & Slabbert, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Case 17217/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Choonara: Abdul Huk**, First Defendant, and **Choonara: Fawzia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia), at 131 Marshall Street, Johannesburg, on Thursday, 22 September 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 1790, Lenasia Extension 1 Township, Registration Division IQ, Transvaal.

Situation: 99 Hummingbird Avenue, Lenasia Extension 1.

Area: 529 (five hundred and twenty-nine) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathroom, kitchen, dining-room, lounge, carport, garage, property enclosed and under tiled roof.

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

Dated at Johannesburg on this the 5th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NV31E/mgh/tf.)

Case 17547/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Whitecross: Colleen Veronica Theresa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 22 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 631, Mulbarton Extension 2 Township, Registration Division IR, Transvaal.

Situation: 12 Lodden Road, Mulbarton.

Area: 1 460 (one thousand four hundred and sixty) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms, toilet and wash basin, kitchen, pantry, wash-up/laundry, two garages, swimming-pool, sauna, under thatch and iron roof, property enclosed and staff quarters with ablutions.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ116E/mgh/tf.)

Case 7304/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buys: Quinton Delrick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia North), at 131 Marshall Street, Johannesburg, on Thursday, 22 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 3031, Eldorado Park Extension 3 Township, Registration Division IQ, Transvaal.

Situation: 667 Mahonie Crescent, Eldorado Park Extension 3.

Area: 297 (two hundred and ninety-seven) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, lounge, kitchen, carport, under asbestos roof and property enclosed.

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

Dated at Johannesburg on this the 5th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NV7E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pringle: Lambert Eugene**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Vereeniging, at De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 22 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 1585, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal.

Situation: 57 Isis Crescent, Ennerdale Extension 1.

Area: 900 (nine hundred) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, dining-room, lounge, garage, carport, property enclosed and under tiled roof.

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

Dated at Johannesburg on this the 5th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ122E/mgh/tf.)

Case 10919/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Meme Osman**, First Defendant, and **Meme Asia Bando Mohamed**, 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 9342, Lenasia Extension 10 Township, Registration Division IQ, Transvaal, measuring 544 m², held by the Defendants under Deed of Transfer T12801/1992, being 9342 Benue Avenue, Lenasia Extension 10.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, five bedrooms, five bathrooms/w.c., kitchen, study, garage, two servants' rooms and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96075/FCLS/Mr Brewer/djl.)

Case 01813/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Hovell Leon**, First Defendant, and **Hovell Linda Jane**, 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 2127, Albertsdal Extension 8 Township, Registration Division IR, Transvaal, measuring 1 922 m², held by the Defendants under Deed of Transfer T4800.92, being 87 Strydpoort Street, Albertsdal, Alberton.

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./shower, bathroom/w.c., garage, store-room, outside flat consisting of bedroom, lounge, kitchen, bathroom/w.c. and shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91243/Ms Isola/hs.)

Case 34533/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Williams Anthony Colin**, First Defendant, and **Williams Hendrina 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, 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 209, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 273 m², held by the Defendants under Deed of Transfer T35716/87, being 65 Rae Frankel Street, Brackendowns.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., separate shower, kitchen, bath/w.c./shower, two garages, servant's room, bathroom/w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 16th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90333/Ms Isola/plr.)

Case 7618/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Cordier Joseph Hendrick Willem**, First Defendant, and **Cordier Hester Alletta**, 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 446, Roodekop Township, Registration Division IR, Transvaal, measuring 805 m², held by the Defendants under Deed of Transfer T2543/92, being 12 Bontebok Street, Leondale.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom/w.c., bathroom/w.c. and shower and servants' room/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93275/Ms Isola/hs.)

Case 7636/94
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 **Heath Frank Donald**, 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, 29 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 0186, Waldrift Township, Registration Division IQ, Transvaal, measuring 1 010 m², held by the Defendant under Deed of Transfer T44653/1988, being 3 Turf Avenue, Waldrift.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94390/FCLS/Mr. Brewer/djl.)

Case 12316/94
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 **Liebenberg Johannes Albertus Bernardus**, 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, 29 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:

Portion 3 of Erf 462, Vereeniging Township, Registration Division IQ, Transvaal, measuring 337 m², held by the Defendant under Deed of Transfer T48514/1991, being 26D George Street, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, two bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96973/FCLS/Mr. Brewer/djl.)

Case 63610/91
PH 210

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

In the matter between **Atlas Building Construction**, Plaintiff, and **L. Morotoba**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court, granted on 2 July 1992 and subsequent warrant of execution, the following property will be sold in execution at Johannesburg Magistrate's Court, in front of the Court-house, Fox Street-entrance, on Friday, 16 September 1994 at 10:00, namely:

Certain Erf 17416, Meadowlands, Zone 1, Soweto, known as Erf 17416, Meadowlands, Zone 1, Soweto, measuring 240 (two hundred and forty) square metres.

Improvements (the improvements are not warranted to be correct and are not guaranteed): A residence, consisting of a three bedroom house together with a garage.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Johannesburg West, and contain the following provisions, attached hereto marked Annexure A.

Conditions of sale:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoot to the highest bidder.
2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 14% (fourteen per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with 4% (four per centum) Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within (14) fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.
6. The purchaser hereby consents to the jurisdiction of the Magistrate's Court for any action that might be instituted in terms of these conditions of sale.

Rapeport Fanaroff & Partners, Plaintiff's Attorneys, President Chambers, 149 President Street, Johannesburg. (Tel. 337-5232.) (Ref. L. Sacke/svds.)

Case 12330/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **De Necker Magrietha Magdalena**, 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, 29 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 775, Meyerton Extension 4 Township, Registration Division IR, Transvaal, measuring 1 110 m², held by the Defendant under Deed of Transfer T57140/1993, being 5 Malan Street, Meyerton Extension 4.

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, carport, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96980/FCLS/Mr Brewer/djl.)

Case 31769/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Tsosane Barbara**, 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 Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Stand 147, Moffat View Extension 4 Township, Registration Division IR, Transvaal, measuring 600 m², held by the Defendant under Deed of Transfer T52517/1991, being 9 Simmer Crescent, Moffat View, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 17th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79143/Ms Isola/ab.)

Case 11751/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Liebenberg Johannes Albertus Bernardus**, Defendant, and **Liebenberg Gesina Levina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 29 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 4 of Erf 209, Riversdale Township, Registration Division IQ, Transvaal, measuring 1 418 m², held by the Defendants under Deed of Transfer T66363/1993, being 8 Lelie Street, Riversdale.

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., separate shower, kitchen, laundry, double garage, double store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96242/FCLS/Mr Brewer/lp.)

Case 3865/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Harmse Merrill**, 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 597, West Krugersdorp Township, Registration Division IQ, Transvaal, measuring 595 m², held by the Defendant under Deed of Transfer T7492/93, being 77 Van Wyk Street, Krugersdorp.

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, servants' room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92465/FCLS/Mr Brewer/lp.)

Case 16962/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Shale Sankatane Nicholas**, First Defendant, and **Shale Baile Magdelinah**, 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 West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Stand 1085, Mapetla Township, Registration Division IQ, Transvaal, measuring 261 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL51998/88, being Stand 1085, Mapetla, Tshiwelo, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, two bedrooms, bathroom/w.c., two staffrooms and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 4th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72070/Ms Isola/plr.)

Case 17790/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Rossouw Jan Wilhelmus Jakobus**, First Defendant, and **Rossouw Ronet Jean Martha**, Second Defendant

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

Erf 1886, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by the Defendants under Deed of Transfer T45809/91, being 79 Market Street, Newlands.

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

The dwelling consists of lounge, family room, three bedrooms, bathroom/w.c., scullery, kitchen, single garage, servant's room, outside w.c. and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62396/Ms. Isola/plr.)

Case 11145/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lentin Yvonne Jeanette**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held 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 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:

Remaining extent of Erf 128, Kew Township, Registration Division IR, Transvaal, measuring 669 (six hundred and sixty-nine) square metres, held by the Defendant under Deed of Transfer T22578/91 and T73098/87, being 20 Third Road, Kew Township, 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, bathroom, separate w.c./shower, kitchen, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z68194/Ms. Isola/plr.)

Case 01343/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Irs Bensl**, 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, 29 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:

Portion 1 of Erf 717, Kew Township, Registration Division IR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by the Defendant under Deed of Transfer T65527/90, being 76 Third Road, Kew.

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, double garage, laundry, servants' quarters and outside w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90322/Ms. Isola/cvdm.)

Case 34241/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Cindi Thokozile Constance**, 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, 29 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Section 5 as shown and more fully described on Sectional Plan SS94/85, in the building or buildings known as Da Gama Court, situated at Johannesburg Township, local authority of Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 81 (eighty-one) square metres, held by the Defendant under Certificate of Registered Sectional Title ST94/85 (5) (Unit), being Unit 5, Da Gama Court, Caroline Street, Hillbrow, Johannesburg.

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

The dwelling consists of entrance hall/dining-room, lounge, bedroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79105/Ms. Isola/cvdm.)

Case 8403/94
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 **Matlala, Maphuti David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 29 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

A unit consisting of Section 9, as shown and more fully described on Sectional Plan SS65/1981, in the scheme known as Carter Hall in respect of land and building or buildings situate at Berea Township Local Authority of Johannesburg and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 117 m², held by the Defendant under Deed of Transfer ST25069/1993, being Unit 9, Flat 301, Carter Hall, corner of Hillbrow and Tudhope Avenues, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c., w.c./shower, kitchen and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91283/Ms Isola/cvdm.)

Case 10752/94
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 **Bauling, Maria Johanna Elizabeth**, First Defendant, and **Bauling, Stephanus Gerhardus**, 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, 27 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 144, Generaal Albertspark Township, Registration Division IR, Transvaal, measuring 992 m², held by the Defendants under Deed of Transfer T37758/92, being 17 Mopanie Avenue, Generaal Albertspark, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, three bedrooms, bathroom/w.c., kitchen, separate w.c., double garage, store-room, servants' quarters and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94200/Ms Isola/cvdm.)

Case 28275/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Fraser, William Cormack**, 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 Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort:

Portion 1 of Erf 909, Florida Township, Registration Division IQ, Transvaal, measuring 1 161 m², held by the Defendant under Deed of Transfer T6399/1993, being 35A Janet Street, Florida, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, double garage, servant's room, toilet and patio.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 12th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77616/FCLS/Mr Brewer/djl.)

Case 8924/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Steyn, Gideon Francois**, 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 Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort:

Erf 2966, Weltevredenpark Extension 26 Township, Registration Division IQ, Transvaal, measuring 1 254 m², held by the Defendant under Deed of Transfer T30088/1981, being 24 Candelwood Street, Weltevredenpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two entrance halls, two lounges, two dining-rooms, family room, six bedrooms, two bathrooms, two kitchens, laundry, bathroom/w.c./shower, shower/w.c., garage, two store-rooms, four carports and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94905/FCLS/Mr Brewer/djl.)

Case 11399/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lebuso Benjamin Molebeleli**, First Defendant, and **Mnisi Molebeleli**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 21 September 1994 at 11:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 145, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 375 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL92/1989, being 145 Jouberton Extension 6, Klerksdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 5th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69513/FCLS/Mr Brewer/lp.)

**Case 11648/94
PH 187**

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

In the matter between **Mercantile Bank Limited**, Plaintiff, and **Louis Makananise**, First Defendant, and **Jeanette Gladys Busisiwe Makananise**, Second Defendant

In pursuance of a judgment in the Magistrate's Court of Johannesburg, and warrant of execution dated 3 March 1994, the property listed hereunder will be sold in execution on 16 September 1994 at 10:00, at the front of the Court-house, Fox Street-entrance, Johannesburg Magistrate's Court, Johannesburg, to the highest bidder:

Erf 24654, Meadowlands Township, Registration Division IQ, Transvaal, measuring 204 (two hundred and four) square metres, as shown on General Plan L25/1985, held by Certificate of Registered Grant of Leasehold TL34090/1989.

Conditions of sale:

1. The following improvements are reported but nothing is guaranteed: Dwelling-house and outbuildings.
2. The terms and conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Second Floor, 32 Von Brandis Street, Johannesburg.

Signed at Johannesburg on this 19th day of August 1994.

G. Nochumsohn, for Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. Mr Nochumsohn.)

Case 1313/94

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **R. C. Pete**, Defendant

On 21 September 1994 at 10:00, a public auction will be held at Johria Hof, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' right, title and interest in the leasehold over certain Erf 88, Siluma View Township, also known as 88 Siluma View, Katlehong, measuring 300 (three hundred) square metres.

Improvements (These improvements are not warranted to be correct and are not guaranteed): A single-storey residence consisting of kitchen, lounge, two bedrooms and a bathroom.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.
2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (R1 000) (whichever is the greater) together with 4% (four per centum) Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Alberton this the 18th day of August 1994.

B. L. du Plessis, 100 Marwick Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr du Plessis/AS/14301/FNB/P.)

Case 3933/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Ngari Johannes Mathlonoko**, First Defendant, and **Deborah Selebogo Mathlonoko**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 16 September 1991, the following property will be sold in execution on 28 September 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 8686, Kagiso Township, Registration Division IQ, Transvaal, in extent 326 (three hundred and twenty-six) square metres, for residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL10800/1986, known as Erf 8686 (Otleaga Drive), Kagiso, Krugersdorp, upon which is erected a single storied detached dwelling under tile roof consisting of three bedrooms, two bathrooms, kitchen, lounge and dining-room. The outbuildings comprise a single garage, store-room with w.c. and shower.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater), in cash, or by a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District, at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale), may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 3901/94

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 **Albertus Johannes Coetzee**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 22 July 1994, the following property will be sold in execution on Wednesday, 21 September 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:

Portion 455 of Erf 212, Krugersdorp Township, Registration Division IQ, Transvaal, in extent 500 (five hundred) square metres, held by Deed of Transfer T46767/1993, known as 24 The Avenue, Krugersdorp North, 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, toilet, enclosed stoep, single garage, servant's room and toilet and store-room.

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 under-mentioned office of the Plaintiff's attorneys.

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 1702/94

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

In the matter between **Town Council of Krugersdorp**, Execution Creditor, and **H. P. J. de Beer**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 4 May 1994, the following property will be sold in execution on Wednesday, 28 September 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Portion 2 of Erf 288, Krugersdorp Township, Registration Division IQ, Transvaal, measuring 714 (seven hundred and fourteen) square metres, held by Deed of Transfer T34025/1992, known as 86 Buiten Street, Krugersdorp North.

Upon which there is said to be erected a detached single storey dwelling under iron roof and consisting of three bedrooms, lounge, dining-room, two bathrooms and kitchen. The outbuildings consist of garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale), may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K 2204.)

Case 03701/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Rahme, Gary Peter**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Johannesburg East, 131 Marshall Street, Johannesburg, on Thursday, 22 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: Portion 1 of Erf 261, Lombardy East Township, Registration Division IR, Transvaal, area 2 024 square metres, situation 83 Tennyson Road, Lombardy East, Johannesburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles consisting of entrance hall, lounge, family room, dining-room, kitchen, four bedrooms, dressing-room, two bathrooms, two showers, three toilets, fitted carpeting/novilon and burglar alarm.

Outbuildings: Two garages, two carports, staff quarters with shower, laundry, two store-rooms, swimming-pool, brick and slasto paving, established garden and walled boundary.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/FN3131.)

Case 5819/93

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

In the matter between **Town Council of Krugersdorp**, Execution Creditor, and **G. B. Hunt**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 24 December 1993, the following properties will be sold as a unit in execution on Wednesday, 28 September 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder, viz:

1. Erf 235, Chamdor Extension 1 Township, Registration Division IQ, Transvaal, situated at 17 Nellmapius Street, Chamdor, measuring 3965 (three thousand nine hundred and sixty-five) square metres, held by Deed of Transfer T4989/1989.

2. Erf 236, Chamdor Extension 1 Township, Registration Division IQ, Transvaal, situated at 19 Nellmapius Street, Chamdor, measuring 4043 (four thousand and forty three) square metres, held by Deed of Transfer T4989/1989.

Upon which there is said to be erected.

A factory consisting of manufacturing area, work area, quadrangle, two bathrooms, reception area, offices, cloakroom facilities for men and cloakroom facilities for women.

The outsidewalls are semi facebrick and the roof is of iron.

The properties are zoned Industrial 23.

No guarantee is however given in regard to the foregoing description.

Terms: R15 000 (fifteen thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual and Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K2198.)

Case 22108/93
PH2

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Humatch Construction CC**, First Defendant, **Hacking, Hugh**, Second Defendant, **Hacking, Margaretha Getruida**, Third Defendant, and **Viljoen, Rudolph Petrus**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 22 September 1994 at 10:00, of the undermentioned properties of the Defendants on the conditions to be read by the Auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Johannesburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey, office, bathroom, kitchen, servants' quarters and store-room, industrial erf 2 650 square metres, situated at corner of Vereenigingspad and Vyfde Laan, Armadale, Johannesburg.

1. Erf 98, Armadale Township, Registration Division IQ, Transvaal, measuring 496 square metres, held by Deed of Transfer T35694/1989 and General Plan SG2721/07.

2. Erf 99, Armadale Township, Registration Division IQ, Transvaal, measuring 496 square metres, held by Deed of Transfer T35694/1989 and General Plan SG2721/07.

3. Erf 154, Armadale Township, Registration Division IQ, Transvaal, measuring 2 147 square metres, held by Certificate of Consolidated Title T35694/1989 with Diagram SG A6020/84.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer a acceptable bank-guarantee cheque with regard to the balance to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this 9th day of August 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/IVD/15/93.) C/o Van der Westhuizen Crouse & Venter, Eighth Floor, Budget House, 42 Kerk Street, corner of Loveday, Johannesburg.

Case 24041/93

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06) formerly known as Nedperm Bank Limited, Plaintiff, and **2039 Houghton Estate CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held by the Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on 22 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 may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 2039, Houghton Estate Township, Registration Division IR, Transvaal.

Area: 4 164 square metres.

Situation: 16 Corner 14th Street and Fifth Avenue, Houghton Estate, Johannesburg.

Improvements (not guaranteed): A double storey house under tiled roof consisting of four bedrooms, three bathrooms plus ground loo, kitchen, lounge, dining-room, family room, two garages, swimming-pool, servants' quarters and ablutions with brick walls around the property.

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

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50285.)

**Case 904/93
PH 10**

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Pioneer Waterproofing CC**, First Defendant, and **Thornhill, Petronella Adriana**, Second Defendant, and **Thornhill, Cam Cecil**, 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 on 23 September 1994 at 10:00, at the Magistrate's Court, Begemann Street, Heidelberg, onwards 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 Sheriff's Office, Heidelberg, prior to the date of sale:

Erf 350, Vaalmarina Holiday Township, a vacant stand situated at Anchovy Road, Vaalmarina Holiday Township.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000. Minimum charge of R100.

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

Beder-Friedland Inc., Plaintiff's Attorneys, The Forum, 340 Louis Botha Avenue, Orange Grove, Johannesburg; P.O. Box 51614, Raedene, 2124. (Tel. 485-1025.) (Fax. 485-1335.) (Ref. S. B. Friedland/SR/F69.) (Docex 205, Johannesburg.)

Case 2060/94
PH 152IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Urvibes CC**, Plaintiff, and **Gordon, John Bruce**, 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, Randburg, at 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on 20 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

Description: The dwelling consists of a double storey detached house situated at 455 Long Avenue, Ferndale, Randburg, in good condition, with a swimming-pool, a paved driveway, double carport, double garage and office/flat.

Certain: Erf 76, Ferndale, Registration Division IR, Transvaal.

Area: Measuring 4 015 square metres.

Situation: 455 Long Avenue, Ferndale, Randburg.

The property is situated in an area zoned Residential.

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

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

Silver & Warren, Plaintiff's Attorneys, Ground Floor, 12 Baker Street, Rosebank, Johannesburg. (Tel. 880-1174.) (Ref. Mr Silver/MH/L20.)

Case 12283/94
PH 168IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Van Aswegen, Johann Etienne**, First Defendant and **Van Aswegen, Mariette**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale, without reserve, will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Remaining Extent of Erf 60, Lindberg Park Township, Registration Division IR, Transvaal, measuring 720 square metres, held under Deed of Transfer T26870/93, situated at 12 Peer Street, Lindberg Park.

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

Main building: Double storey semi-detached residential dwelling, six rooms, kitchen, bathroom, brick, plaster, painted walls, concrete, wood, pvc, carpeted floors, concrete and rhinoboard ceilings. Pitched corrugated iron roof.

Outbuildings: Outbuilding consists of separate single storey servant's room and toilet, brick, plaster, painted walls, flat corrugated iron roof.

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.

Auctioneers' charges are payable on the day of 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 R200 (two hundred rand).

Date: 5 August 1994.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gm/F149.)

Case 12282/94
PH 168IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Walker, Jonathan Jeffrey** First Defendant, **Balie, Jeffrey Fred**, Second Defendant, and **Balie, Irma Dorothy**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale, without reserve, will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg on 22 September 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 112, Kenilworth Township, Registration Division IR, Transvaal, measuring 495 square metres, held under Deed of Transfer T53915/93, situated at 218 Donnelly Street, Kenilworth.

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

Main building: Front verandah, six rooms, kitchen, bathroom, brick, plastered walls, wood, concrete tiled floors, pressed metal board ceilings and iron roof.

Outbuildings: Outbuilding consists of attached tandem double garage, separate store-room, servant's room and toilet, brick, plastered inside walls and iron roof.

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.

Auctioneers' charges are payable on the day of 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 R200 (two hundred rand).

Date: 11 August 1994.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gm/F148.)

Case 26208/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Esterhuizen Willem Christoffel**, First Defendant, and
Esterhuizen Elizabeth Susanna, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 14 March 1994, will be sold in execution on Thursday, 22 September 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1234, Kibler Park Township, Registration Division IR, Transvaal, in extent 1 176 (one thousand one hundred and seventy-six) square metres, situated at 38 Service Road, Kibler Park, Johannesburg.

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

Residence: single-storey dwelling, detached. *Walls:* Brick. *Roof:* Tile. *Floor:* Fitted carpets and novilon. *Rooms:* Lounge, dining, kitchen, three bedrooms, two bathrooms and two toilets. *Outbuildings:* Double garages, single servant, toilet and shower. *Boundary:* Concrete walls. *Improvements:* Paving and walls.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 131 Marshall Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 16th day of August 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/818.) (Docex: DX.571.)

Case 25947/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jacobs George Malcolm**, First Defendant, and
Jacobs Mavis Eloma Cynthia, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 28 July 1994, will be sold in execution on Thursday, 22 September 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 2421, Eldorado Park Extension 3 Township, Registration Division IQ, Transvaal, in extent 504 (five hundred and four) square metres, situated at 90 Boekenhout Street, Eldorado Park Extension 3, Johannesburg.

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

Residence: single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Corrugated iron. *Floor:* Fitted carpets and tiles. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and two toilets. *Outbuildings:* Garage, servant and toilet. *Boundary:* Concrete walls. *Improvements:* Walls, swimming-pool, gates 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 Sheriff's Office, Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 9th day of August 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/806.) (Docex: DX.571.)

Case 4170/94

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

In the matter between **NBS Bank Limited**, Defendant, and **Maphumulo, David Dennis**, First Defendant, and **Maphumulo, Bikwaphi Gertrude**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, on 21 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Plot 83, Eden Park, corner of Gerhard Street and West Avenue, Lyttleton Agricultural Holdings.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Double storey dwelling-house under tiled roof consisting of lounge, dining-room, study, kitchen, five bedrooms, three bathrooms, two showers, four toilets, entrance hall, family room, scullery, dressing room and two garages.

Being Erf 250, Countryview Extension 3, situated at 250 Azalea Avenue, Countryview Extension 3, measuring 942 square metres, Registration Division JR, Transvaal, held by the Defendants under Title Deed T40507/91.

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

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

Dated at Pretoria on this the 23rd day of August 1994.

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

Saal 38191/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **P. E. Mokoena**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 25 Julie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Gedeelte 83, De Onderste-poort (noord van Sasko Meule) ou Warmbadpad, Bon Accord, aan die hoogste bieder op 7 Oktober 1994 om 11:00:

Erf 65, geleë in die dorpsgebied Moretele View, Registrasie Afdeling JR, Transvaal, groot 322 (driehonderd twee-en-twintig) vierkante meter, beter bekend as Stand 65, Moretele View.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Kombuis, sit-/eetkamer, toilet, slaapkamers en gevestigde tuin.

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

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Wonderboom.

Geteken te Pretoria op hierdie 24ste dag van Augustus 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria.

Case 1907/91

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 **Mxolisi William Klaas**, First Defendant, and **Beauty Sibongile Klaas**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 16 March 1994, the property listed hereunder will be sold in execution on Wednesday, 28 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 Erf 3167, Wattville Township, Registration Division IR, Transvaal, measuring 277 (two hundred and seventy-seven) square metres, known as Lot 3167, Wattville Township, Benoni.

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

Main building: Bricks under tiles residence comprising three bedrooms, bathroom, kitchen, lounge and dining-room. Brick driveway. **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 20,75% (twenty comma seven five per cent) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 19th 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/Miss Narrendas.)

Case 152/90

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 **Siva Raam Chetty**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 19 January 1994, the property listed hereunder will be sold in execution on Wednesday, 28 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 664, Actonville Extension 3 Township, Registration Division IR, Transvaal, measuring 256 (two hundred and fifty-six) square metres, known as 664 Dass Street, Actonville Extension 3, Benoni.

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

Main building: Bricks under iron single storey residence comprising three bedrooms, bathroom plus separate toilet, lounge, dining-room and kitchen. *Fencing:* Pre-cast walls.

The material conditions of public auction:

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

Dated at Benoni on this the 18th 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/Miss Van Zyl.)

Case 4282/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Samuel Richard Khalo**, First Defendant, and **Sophia Mastene Renoldah Khalo**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 23 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 September 1994 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Portion 2 of Erf 82, Delmore Park Extension 1 Township, situated on 3 Rademeyer Street, Delmore Extension 1, in the Township of Delmore Extension 1, District of Boksburg, measuring 315 (three hundred and fifteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising entrance hall, lounge, dining-room, kitchen, scullery, laundry, two bedrooms, bathroom 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 offices of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 23rd day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00152/Mrs Teixeira.)

Case 4444/88

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Newton Roland Klink**, First Defendant, and **Florence Klink**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North East, 238 Visagie Street, Pretoria, on Tuesday, 20 September 1994 at 14:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria, and will be read out prior to the sale taking place.

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

Property: Erf 4038, situate in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 588 square metres, also known as 104 Maitland Avenue, Eersterust Extension 6.

Improvements: A house comprising three bedrooms, lounge, dining-room, bathroom, kitchen and single garage.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X327.)

Case 11605/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **H. P. Bodenstein**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Brits, First Floor, Theo Building, 42 Murray Avenue, Brits, on Friday, 23 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff Brits, at the above address and shall be read out prior to the sale taking place.

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

Property: Erf 306, Elandsrand, Registration Division JQ, Transvaal, measuring 1 220 square metres, also known as 14 Tafelberg Road, Elandsrand, Brits.

Improvements: Partly double storey house: Entrance hall, dining-room, lounge, kitchen, three bedrooms, bathroom/w.c., shower, garage, servants' quarters, outside toilet, brick paving, brick fencing as well as a flatlet with two kitchens, two bedrooms with two bathrooms/w.c.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb S1531.)

Saak 22676/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Werner Cronje**, Eerste Verweerder, en **Renita Alexea Cronje**, Tweede Verweerder

'n Verkoop word gehou deur die Balju, Pretoriasentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 September 1994 om 14:00, van:

Gedeelte 1 van Erf 209, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T96570/93 (beter bekend as Frederikastraat 716, Rietfontein).

Besonderhede word nie gewaarborg nie.

'n Woonhuis met baksteenmure, teëldak, vinielteëlvloere en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, televisiekamer, vier slaapkamers en twee badkamers. *Buitegeboue:* Vier motorafdakke en bediendekamer.

Besigtig voorwaardes by Balju, Pretoriasentraal, Messcorhuis, Margarethstraat 30, Pretoria.

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

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **James Thomas de Wet le Grange**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on 20 September 1994 at 14:00, of the following property:

(a) Section 18, as shown and more fully described on Sectional Plan SS72/84, in the scheme known as Park 20, in respect of the land and building or buildings situate at Sunnyside Township, in the Local Authority of the City Council of Pretoria, of which section the floor area according to the said sectional plan is 90 (ninety) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by virtue of Certificate of Registered Sectional Title ST 72/84 (18) (Unit).

This property is situated at Flat 52, 197 Jorrison Street, Sunnyside, Pretoria.

The property is improved as follows: Dwelling flat: Two and a half bedrooms, lounge/dining-room, shower with toilet, kitchen, bathroom and garage.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Office, at Messcor House, 30 Margaretha Street, Pretoria.

Dated at Pretoria on this the 25th day of August 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EG.)

Case 11965/94

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Margrietha Elizabeth Breedts**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at Sinodale Centre, 234 Visagie Street, Pretoria, on 20 September 1994 at 14:00, of the following property:

(a) Section 23, as shown and more fully described on Sectional Plan SS148/81, in the scheme known as Capitol Hill, in respect of the land and building or buildings situated at Portion 2 of Erf 655, Muckleneuk Township, in the Local Authority of the City Council of Pretoria, of which section the floor area according to the said sectional plan is 92 (ninety-two) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of Certificate of Registered Sectional Title ST148/81 (23) (unit).

This property is situated at Flat 208, Capitol Hill, 345 Walker Street, Muckleneuk, Pretoria.

The property is improved as follows: Two and a half bedrooms, kitchen, lounge/dining-room, bathroom/toilet and garage.

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 Messcor House, 30 Margaretha Street, Pretoria.

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. N. K. Petzer/EG.)

Saak 4877/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **S. F. T. Rousseau**, Eiser, en **Theunis Barnardus Otto**, Eerste Verweerder, en **Jane Queenie Louise Otto**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 3 Augustus 1994 sal die Verweerder se volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 9 September 1994 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Erf 625, Vanderbijlpark Central West 6-uitbreiding 1-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 936 (negehonderd ses-en-dertig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprijs 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 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 te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport in die naam van die koper.

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

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

Geteken te Vanderbijlpark hierdie 25ste dag van Augustus 1994.

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

Saak 4876/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **S. F. T. Rousseau**, Eiser, en **Johannes Lodewikus Otto**, Eerste Verweerder, en **Maria Isabella Otto**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 3 Augustus 1994 sal die Verweerder se volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 9 September 1994 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Erf 571, Vanderbijlpark South West 1-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 874 (agthonderd vier-en-sewentig) vierkante meter.

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

Verkoopvoorwaardes:

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

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

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

Geteken te Vanderbijlpark hierdie 25ste dag van Augustus 1994.

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

Saak 14104/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Vilane, Magubelo David**, Eerste Verweerder, en **Vilane, Sizakele Maureen**, Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die Verweerders se reg op huurpag in die volgende eiendom op Vrydag, 23 September 1994 om 14:15, verkoop word deur die Balju te Landdroshof, Pollockstraat, Randfontein, op voorwaardes wat by sy kantoor te Parkstraat 40, Randfontein, ingesien kan word:

Erf 5685, Mhlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 271 vierkante meter, geleë te Erf 5685, Mhlakeng-uitbreiding 3.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer/toilet en kombuis.

Datum: 25 Augustus 1994.

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

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), Plaintiff, and **Guy John Saunders**, First Defendant, and **Louise Saunders**, formerly Eatock, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 25 February 1993, the property listed hereunder will be sold in execution on 23 September 1994 at 10:00, at the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg.

Certain Portion 30 of Erf 692, Elandspark Township, Registration Division IR, Transvaal, measuring 663 (six hundred and sixty-three) square metres, held under Deed of Transfer T36616/1990, and situated at 143 Sangiro Street, Elandspark, and zoned Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building of brick walls and plastered and tiled roof. Consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. The boundary has concrete walls.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon 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 cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a Minimum of R200 plus Value-Added Tax on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N78535.)

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

In the matter between **Tronix Corporation CC**, Plaintiff, and **Mr Noel Bush**, trading as Sun Power Sales, Defendant

In pursuance of a judgment in the Court of the Magistrate, Durban, dated 24 March 1993, and subsequent writ of execution issued, the following properties will be sold in execution on 22 September 1994 at 10:00, at the offices of the Sheriff of the Court, Meyerton, at 51 Loch Street, Meyerton, without reserve, to the highest bidder, viz:

Firstly certain Erf 1339, Henley on Klip Township, Registration Division IR, Transvaal, measuring 2 032 (two thousand and thirty-two) square metres in extent, held by the Defendant in his name under Deed of Transfer T67351/1987, situated at Erf 1339, Henley on Klip, in the Magisterial Area of Meyerton, and

Secondly certain Erf 1340, Henley on Klip Township, Registration Division IR, Transvaal, measuring 2 032 (two thousand and thirty-two) square metres in extent, held by the Defendant in his name under Deed of Transfer T67351/1987, situated at Erf 1340, Henley on Klip, in the Magisterial Area of Meyerton.

Zoning: Residential.

Special use of exemptions: None.

The Judgment Creditor has no knowledge of improvements on the property.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 18,5% (eighteen comma five per cent) payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) 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 Sheriff of the Court.

Dated at Rosebank on this the 15th day of August 1994.

D. G. Sonderup, First Floor, Constantia Centre, corner of Keyes and Tyrwhitt Avenue, Rosebank; P.O. Box 47335, Parklands. (Tel. 880-2263.) (Ref. M. Harty/aw/T160.)

Case 4609/94
PH 124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Mark: Meira**, Defendant

A sale without reserve will be held at the Sheriff's office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 30 September 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Section 27 as shown and more fully described on Sectional Plan SS526/92, in the scheme known as La Camargue, in respect of the land and buildings situated at Erf 4, Morningside Hills Township, Local Authority Town Council of Sandton, of which section the floor area according to the sectional plan, is 83 square metres in extent, held by the Defendant under Deed of Transfer ST95986/92, situated at Flat 27, Unit 27, La Camargue, Benmore Street, Morningside Hills, Sandton.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Lounge, dining-room, two bedrooms and bathroom/shower/w.c.

Outbuildings: Carport.

Terms: 10% (ten per cent) 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 15th day of August 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. Mr Braatvedt/RdS/U583.)

Case 8057/94
PH 124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Ltd**, Plaintiff, and **Ritchie: Joan Christine**, Defendant

A sale without reserve will be held at the Sheriff's office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 30 September 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 103, Rivonia Extension 9 Township, Registration Division IR, Transvaal, measuring 2 086 square metres, held by the Defendant under Deed of Transfer T29024/74, situated at 2 Terry Place, Rivonia Extension 9, Sandton.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Entrance hall, lounge, dining-room, study, two bedrooms, bathroom/w.c., separate w.c./shower, kitchen and laundry.

Outbuildings: Three garages, servant's room/w.c., Granny Flat consisting of a bedroom, lounge/dining-room, kitchen and bathroom/w.c./shower.

Terms: 10% (ten per cent) 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 17th day of August 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. Mr Braatvedt/RdS/A2315.)

Case 07203/90

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **United Building Society Ltd**, Plaintiff, and **Watson Dulcie Esme**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned case, a sale without reserve will be held at the office of the Deputy Sheriff at 131 Marshall Street, Johannesburg, on 22 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Certain: Unit 8, Arvin Court, Berea, Johannesburg, situated at 108 Arvin Court, corner of Catherine Avenue and O'Reilly Road, Berea, Johannesburg, measuring 47 square metres.

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

The property consists of an entrance hall, lounge, bedroom, bathroom with toilet 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 twenty-one (21) 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). The sale may be subject to Value-Added Tax which will be payable by the purchaser.

Dated on this 5th day of August 1994.

Langstaffe Bird & Company, Plaintiff's Attorneys, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Rautenbach, Estelle** (ID 5910220131002), First Defendant, and **Rautenbach, Gert Hendrik**, 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, 22 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg (Johannesburg West), prior to the sale:

Remainder of Erf 203, Hurst Hill Township, Registration Division IR, Transvaal, being 25 St Ermins Road, Hurst Hill, measuring 392 square metres, use zone Residential 1.

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

Dwelling-house consisting of entrance hall, lounge, two bedrooms, bathroom with shower and toilet, kitchen, pantry, laundry and porch.

Outbuildings: Room and toilet. Single carport.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 12th day of August 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 302885.)

Case 93/94
PH128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Keyser, Manuel Edward**, ID 4506265041006, 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, 22 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, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erven 240, 241 and 242 Easttown Township, Registration Division IQ, Transvaal, being 10 Kitson Street, Easttown, Johannesburg.

Use zone: Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, two bathrooms and separate toilets, kitchen. Double carport, two servants' quarters, bathroom and toilet. Outside study.

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

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

Dated at Johannesburg on the 12th 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 425591.)

Case 50745/90

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Francois Herculas du Toit**, Defendant

A sale in execution will be held on 20 September 1994 at 14:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of:

Remaining extent of Erf 79, situated in the Township East Lynne, Registration Division JR, Transvaal, measuring 991 square metres, held by the Defendant by virtue of Deed of Transfer T5152/76, known as 117 Van der Westhuizen Street, East Lynne, Pretoria.

The following improvements are reported to be on the property (but nothing is guaranteed): Dwelling single storey, part double, brick walls, corrugated iron roof, slasto tiles, lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., entrance hall, laundry, outside w.c., boundary. Concrete walls and pavings.

The conditions of sale may be inspected at the office of the Sheriff Pretoria North East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.8784.)

Case 17937/93
PH 609IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Mjodo, Nonkululeko Mertha**, 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 20 September 1994 at 10:00, at the offices of the Sheriff Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, to the highest bidder:

Stand 1422, Othandweni Extension 1 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL40539/90, situated at 1422 Othandweni Extension 1.

The judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: Improvements: Plaster and paint, roof tiled, floors carpeted, tiled and vinyl, lounge, kitchen, two bedrooms, bathroom, toilet, fencing.

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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton.

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

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

Case 10545/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Napier, Derek**, First Defendant, and **Napier, Eileen**, 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 15 September 1994 at 10:00, at the offices of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Section 19, as shown and morefully described on Sectional Plan SS266/87, in the scheme known as Bear Park in respect of land and building or building situated at Corlett Gardens Extension 1 Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan is 82 (eighty-two) square metres in extent; and an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Deed of Transfer ST59094/93.

The judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: Improvements: Lounge, dining-room, kitchen, two bedrooms, two bathrooms, shower, two w.c.'s, garden and parking.

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, 131 Marshall Street, Johannesburg.

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg. (Tel. 333-3521.) (Fax. 333-2103.) (Ref. F. de Lange/tb.)

Saak 2762/92

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

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Ramasodi Ezekiel Matlalsane**, Eerste Verweerder, en **Mathobela Martha Matlalsane**, 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 23 September 1994 om 11:00, per publieke veiling deur die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), verkoop word:

21363 Mamelodi-uitbreiding 3, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi, gehou kragtens Grondbrief TL75116/88, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Losstaande bakstene en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 26ste dag van Augustus 1994.

Haupt & Gerneke, hoek van Genl. De Wet- en Burgerstraat, Pretoria-Noord. (Verw. Mev. Snyman EB0312.)

Saak 724/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Meshack Bonge Ranyawa**, Eerste Verweerder, en **Anna Malenkwe Ranyawa**, 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 23 September 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord verkoop word:

1117 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Grondbrief TL2008/89, grootte 300 (driehonderd) vierkante meter.

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

Losstaande bakstene en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Soshanguve hierdie 26ste dag van Augustus 1994.

Haupt & Gerneke, p.a Blok 489. (Tel. 546-6613.) (Verw. Mev. Snyman EB0405.)

Case 5930/92

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

In the matter between **Monid Hall Body Corporate**, Judgment Creditor, and **L. Hanna**, Judgment Debtor

In terms of a judgment of the Magistrate's Court and a warrant of execution dated 25 May 1993, the following immovable property will be sold in execution at the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg, on 7 October 1994 at 10:00, subject to a reserve price in the sum of R29 724,55 plus interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum calculated from 5 August 1994 to date of payment, both dates inclusive, to the highest bidder:

Unit 46 of the Sectional Title Scheme Monidhall 61/1981, township Berea, Stand 1399, Berea, 34 High Street, Berea, Johannesburg, measuring 34 square metres.

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

Auctioneer's charges, payable on the date of sale to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200.

Dated at Johannesburg this 19th day of August 1994.

D. L. Krowitz, Plaintiff's Attorney, 14th Floor, 29 Kerk Street, Johannesburg. (Tel. 838-7635.) (Fax 836-0109.) (Ref. DLK/sm/12274.)

Case 3365/94

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Gert Hendrik Rautenbach**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Amersfoort, at the Magistrate's Court, Amersfoort, on Wednesday, 21 September 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the Magistrate's Court, Amersfoort:

1. 1/2 (one half) share of Erf 35, Amersfoort, Registration Division HS, measuring 1 045 square metres and held under Deed of Transfer T50521/1983, known as 19 Neethling Street, Amersfoort.

The property consists of a stand with improvements although nothing in this respect is guaranteed:

1. A building in a decayed state the construction consisting of stone, brick, cement and zink and is used as a type of factory.

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

Auctioneer's charges are also payable by the purchaser on the day of the sale.

Dated at Pretoria on this the 19th day of August 1994.

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6396 JX.)

Saak 25725/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Los Angeles**, Eiser, en **C. W. Rossouw**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 9 Junie 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, en aan die ander verkoopvoorwaardes, aan die hoogste bieder, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op Dinsdag, 20 September 1994 om 14:00, te die NG Kerk Sinodalesentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 20, soos getoon en vollediger beskryf op Deelplan 64/87, in die gebou of geboue wat bekend staan as Los Angeles, grootte 74 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoor gemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST73642/1992, bekend as Woonstel 34, Troyestraat 126, Sunnyside, Pretoria.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie:

'n Een en 'n halwe slaapkamerwoonstel met sitkamer, kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die Stadsbeplanningsskema van Pretoria.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

Geteken te Pretoria op die 22ste dag van Augustus 1994.

E. van der Westhuizen, Prokureur vir Eiser, Eerste Verdieping, Rentbelgebou, Bureauaan, Pretoria. (Tel. 323-6594/6/8.) (Verw. EVDW/ET 5021.)

Saak 720/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Eerste Nasionale Bank van Suiderlike Afrika Bpk.**, Eiser, en **Hendrik C. van Biljon**, Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 16 Augustus 1994, sal die ondergenoemde eiendom in eksekusie verkoop word op Vrydag, 30 September 1994 om 10:00, die Landdroskantoor, Fochville, aan die hoogste bieder:

Gedeelte 2 van Erf 1038, Fochville, beter bekend as Garsstraat 8, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 345 vierkante meter.

Verkoopvoorwaardes:

(1) Die eiendom word verkoop sonder reserwe aan die hoogste bieder 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) Die volgende verbetering is op die eiendom aangebring, 'n woonhuis met gewone buitegeboue, geen waarborg word gegee nie.

(3) **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 bouverenigingwaarborg.

(4) **Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes wat op die dag van die verkoping deur die Balju uitgelees sal word mag by die Balju se kantore te Vyfde Straat 71, Fochville, en/of die Eiser se prokureurs, Oosthuizen & Roeland, Presidentsstraat 51, Fochville, nagegaan word.

Geteken te Fochville op die 23ste dag van Augustus 1994.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Presidentsstraat 51, Fochville, 2515. (Verw. PPO/AVB/A9743.)

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Eerste Nasionale Bank van Suiderlike Afrika Bpk.**, Eiser, en **Piet D. M. Tshwagong**, Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 16 Augustus 1994 sal die ondergenoemde eiendom in eksekusie verkoop word op Vrydag, 30 September 1994 om 10:00, te die Landdroskantoor, Fochville, aan die hoogste bieder:

Gedeelte 11 van Erf 1073, Fochville, beter bekend as Benadiestraat 1, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 639 vierkante meter.

Verkoopvoorwaardes:

1. Die eiendom word verkoop sonder reserwe aan die hoogste bieder en verder onderhewig aan die bepaling van die Landdros Hofwet en reëls en terme daarvan uitgevaardig, asook die bepalings van die Transportakte in soverre dit van toepassing mag wees.

2. Die volgende verbetering is op die eiendom aangebring, 'n woonhuis met gewone buitegeboue, geen waarborg word gegee nie.

3. *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 (veertien) dae betaalbaar of gewaarborg te word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg.

4. *Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes wat op die dag van die verkoping deur die Balju uitgelees sal word mag by die Balju se kantore te Vyfde Straat 71, Fochville, en/of die Eiser se prokureurs, Oosthuizen & Roeland, Presidentstraat 51, Fochville, nagegaan word.

Geteken te Fochville op die 23ste dag van Augustus 1994.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Presidentstraat 51, Fochville, 2512. (Verw. PPO/AVB/A9890.)

Case 817/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **J. D. Botha**, Defendant

In pursuance of a judgment in the Magistrate's Court, Piet Retief, and a warrant of execution dated 15 July 1994, the following property will be sold in execution, on Friday, 30 September 1994 at 10:00, at the Magistrate's Court, Fochville, to the highest bidder:

Section 3 of Erf 1004, Fochville, known as 17 Vrede Street, Fochville, Registration Division IQ, Transvaal, measuring 1 338 square metres.

Conditions of sale:

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

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

A dwelling house with usual outbuildings.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the unpaid balance of the purchase price within 14 days or to be paid secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale, which will be read by the sheriff immediately prior to the sale may be inspected at the Office of the Sheriff, 71 Fifth Street, Fochville, and at the offices of the Plaintiff's Attorneys, Oosthuizen & Roeland, 51 President Street, Fochville.

Dated at Fochville this 23rd day of August 1994.

P. P. Oosthuizen, for Oosthuizen & Roeland, 51 President Street, Fochville, 2515. (Ref. PPO/AVB/A9685.)

Case 4535/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Gillian Earle Pretorius**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Fourth Floor, Standard Chambers, Germiston, on Thursday, 22 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:

Erf 161, Malvern East Township, Registration Division IR, Transvaal (also known as 33 Senator Road, Malvern East, Germiston), measuring 595 (five nine five) square metres, held under Deed of Transfer T49421/91, subject to the conditions therein contained and especially to the reservation of mineral rights.

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

Dwelling consisting of entrance hall, lounge, kitchen, laundry, bathroom, w.c., garage and servant's room.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of 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 25th day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S276/94.)

Saak 712/94

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

Saambou Bank Beperk, vs Moses Khanyile,

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 22 Junie 1994 sal die volgende eiendom op 27 September 1994 om 10:00, deur die Balju, Eerste Verdieping, Terracegebou, Eaton Terracestraat, New Redruth, Alberton, per publieke veiling verkoop word:

Erf 13, Moleleki-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 13, Moleleki, Kattlehong, met alle verbeteringe daarop.

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

Otto Hayes, St Albansstraat 38, Brixton.

Saak 7229/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **B. R. & Z. Nxumalo**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 21 Januarie 1994 en daaropvolgende lasbrief vir eksekusie, die Verweerder se reg, titel en belang in en tot die hiernagemelde eiendom verkoop sal word op 7 Oktober 1994 om 11:00, te Baljukantoor, Prince Georgelaan 439, Brakpan, naamlik:

Erf en dorpsgebied: Die huurpag in Erf 2279, Tsakane-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 260 (tweehonderd en sestig) vierkante meter.

Ook bekend as Masiyanestraat 2279, Tsakane, Brakpan.

Beskrywing van eiendom: Nuwe huis, gepleisterde baksteenmure, geteelde dak, twee slaapkamers, kombuis met stoof en wasbak en sitkamer. Elektriesiteit is beskikbaar.

Vloerbedekking: Matte en Marley teëls.

Kombuis en badkamer het gekraakte mure.

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

Terme: Die koper sal aan die Balju 10% (tien persent) van die koopprijs van die eiendom betaal op die dag van die verkoping asook afslaaersgelde teen 'n koers van 5% (vyf persent) op die eerste R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand).

Die koper moet binne 14 (veertien) dae na die datum van verkoping 'n aanvaarbare bankwaarborg lewer vir betaling van die saldo van die koopprijs teen registrasie van die eiendom in sy naam.

Die koper sal verantwoordelik wees om rente teen 'n koers van 19% (negentien persent) per jaar vanaf datum van verkoping tot datum van oordrag van die eiendom te betaal aan die versekerde skuldeiser, naamlik Eerste Nasionale Bank, in wie se guns verband geregistreer is oor die eiendom.

Die volle verkoopvoorwaardes kan geïnspekteer word by die kantore van die Balju van die bogenoemde Agbare Hof.

Gedateer te Brakpan hierdie 17de dag van Augustus 1994.

Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620.] (Verw. Mev. Coetzer/BOB1.)

Saak 2328/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **NBS Bank Beperk**, Eiser, en **E. E. E. Schultz**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van verstek vonnis wat in bogenoemde saak op 16 Junie 1994 toegestaan is, op 16 September 1994 om 10:00, te die Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju, Witbank, vir 'n periode van 10 (tien) dae voor die verkoping te wete:

Sekere Erf 2816, Uitbreiding 16, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) 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 en die Eksekusieskuldeiser sal nie verantwoordelik wees vir enige gebreke in die eiendom, verborge of andersins.

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

Geteken te Witbank op hede die 16de dag van Augustus 1994.

Erasmus Ferreira & Ackermann, Posbus 686, Athlonestraat, Athlone-sentrum, Witbank. [Tel. (0135) 61711.] (Verw. AP/N708.)

Saak 1060/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **NBS Bank Bepers**, Eiser, en **J. S. Maduna**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van verstek vonnis wat in bogenoemde saak op 19 Mei 1994 toegestaan is, op 16 September 1994 om 10:00, te die Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju, Witbank, vir 'n periode van 10 (tien) dae voor die verkoping te wete:

Sekere Erf 5588, Lynnvillie.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) 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 en die Eksekusieskuldeiser sal nie verantwoordelik wees vir enige gebreke in die eiendom, verborge of andersins.

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

Geteken te Witbank op hede die 16de dag van Augustus 1994.

Erasmus Ferreira & Ackermann, Posbus 686, Athlonestraat, Athlone-sentrum, Witbank. [Tel. (0135) 61711.] (Verw. AP/N665.)

Saak 48781/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bepers**, Eiser, en **Johan Hendrik Erasmus**, Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 September 1994 om 14:00, van:

Gedeelte 58 ('n gedeelte van Gedeelte 52) van Erf 2131, geleë in die dorpsgebied Villeria, Registrasieafdeling JR, Transvaal, groot 1 527 vierkante meter, gehou kragtens Akte van Transport T42912/90, beter bekend as Eben Rouxstraat 239, Villeria, Pretoria.

Besonderhede word nie gewaarborg nie.

'n Leë, onverbeterde stuk grond gesoneer vir residensiële doeleindes.

Besigtig voorwaardes by die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak 421/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Stadsraad van Lichtenburg**, Eiser, en **Viljoen, D. M.**, Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 26 Mei 1993, sal die volgende eiendom te Burgerstraat 145, Lichtenburg, per publieke veiling verkoop word op Vrydag, 30 September 1994 om 10:00:

Gedeelte 1 van Erf 401, geleë in die dorpsgebied Lichtenburg, met straatadres van Burgerstraat 145, Lichtenburg, Registrasieafdeling IP, Transvaal, groot 2 230 (tweeënduisend tweehonderd-en-dertig) vierkante meter, gehou kragtens Akte van Transport T1238/1982, synde 'n leë erf.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie die 18de dag van Augustus 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S109/mdk.)

Case 42605/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Karen Swarts**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 September 1994 at 14:00:

(a) Unit 25 as shown on Sectional Plan SS 77/80 in the building Tobiehof, situated at portion 1 of Erf 68, Sunnyside Township, City Council of Pretoria, measuring 87 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST 77/1980 (25)(Unit) dated 2 September 1980;

known as flat 14, Tobiehof, 187 Troye Street, Sunnyside.

*Particulars are not guaranteed:**Flat:* Lounge, dining-room, kitchen, two and half bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-414110/JAA/M. Oliphant.)

Case 42608/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Monica Louise Burman**, First Defendant, and **Desmond Charles Ashley Burman**, in his capacity as Surety, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 September 1994 at 14:00:

(a) Section 37 as shown on Sectional Plan SS 82/1979 in the building Stocks City East, situated at Sunnyside Township, Local Authority City Council of Pretoria, measuring 42 (forty-two) square metres, and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST 100081/1993 dated 22 December 1993;

known as flat 51, Las Palmas, 175 Troye Street, Sunnyside.

*Particulars are not guaranteed:**Flat:* Lounge, kitchen, bedroom and bathroom.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409898/JAA/M. Oliphant.)

Case 44666/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Casper Jeremia van der Merwe**, First Defendant, and **Annalize van der Merwe**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 22 September 1994 at 10:00:

Remaining portion of Erf 178, situated in the Township of Pretoria Gardens, Registration Division JR, Transvaal, measuring 991 square metres, known as 612 Hanny Street, Pretoria Gardens.

*Particulars are not guaranteed:**Dwelling:* Lounge, dining-room, kitchen, three bedrooms and bathroom. Staff room, toilet and single garage.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-414115/JAA/M. Oliphant.)

Case 4450/94

IN THE SUPREME COURT FOR THE DISTRICT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Emmanuel Rametse**, First Defendant, and **Hannie Elizabeth Rametse**, Second Defendant

A sale will be held on Thursday, 22 September 1994 at 10:00, by the Sheriff for the Supreme Court, Pretoria North-West, at Olivetti House, 603A, corner of Schubart and Pretorius Streets, Pretoria, of:

All the right, title and interest in the registered Right of leasehold in respect of Site 7830, situated in the Township of Atteridgeville Extension 3, Registration Division JR, Transvaal, in extent 286 (two hundred and eighty-six) square metres, known as R.O.W. site 7830, Atteridgeville Extension 3.

*Particulars are not guaranteed:**Dwelling:* Lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff for the Supreme Court, Pretoria North-West, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-401377/JAA/M. Oliphant.)

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Alwyn Frederik Visser**, First Defendant, and **Martina Jacoba Visser**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 September 1994 at 14:00:

Remaining Extent of Erf 62, situated in the Township Jan Niemandpark, Registration Division JR, Transvaal, measuring 744 square metres, known as 117 Suikerbekkie Street, Jan Niemandpark, Pretoria.

Particulars are not guaranteed:

Dwelling with entrance hall, lounge, dining-room, kitchen, four bedrooms, two bathrooms and carport.

Inspect conditions at Sheriff, Pretoria North-East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-414118/JAA/J. S. Herbst.)

Case 4437/94

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **T C P Beleggings BK** (No. 88/12531/23 CK), First Defendant

A sale in execution will be held on Friday, 23 September 1994 at 10:00, by the Sheriff for Thabazimbi, in front of the Magistrate's Office, Fourth Avenue, Thabazimbi, of:

Erf 223, situated in the Township of Leeupoort-vakansiedorp Extension 1, Registration Division KQ, Transvaal, in extent 382 square metres, known as Erf 223, Leeupoort-vakansiedorp Extension 1.

Particulars are not guaranteed:

Vacant land.

Inspect conditions at Sheriff, Thabazimbi, at 61 Van der Bijl Street, Thabazimbi.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-397564/JAA/J. S. Herbst.)

Case 7874/94

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

In the matter between **The Standard Bank of Bophuthatswana Limited**, Plaintiff, and **Butibuti Hendrick Modimakwane**, 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 October 1994 at 10:00, in front of the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg:

Erf 7131, situated in the Town of Boitekong Extension 3, Registration Division JQ, Transvaal, measuring 375 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL86479/93, situated at Stand 7131, Boitekong Extension 3, Rustenburg.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house of brick under tile consisting of three bedrooms, bathroom and toilet, 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 the sale.

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T401269/as.)

Case 50325/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pieter Jacobus Benjamin de Jager**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 September 1994 at 14:00:

Remaining Portion Erf 262, Gezina Township, Registration Division JR, Transvaal, measuring 966 square metres, known as 554 10th Avenue, Gezina, 0084.

Particulars are not guaranteed: Dwelling with lounge, family room, dining-room, kitchen, scullery, four bedrooms, two bathrooms, carport and two stores.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/A-414160/JAA/M. Oliphant.)

Case 25592/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Elizabeth Maria Magrieta Hext**, Defendant
 A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 September 1994 at 14:00 of:
 Section 35, as shown on Sectional Plan SS206/84, in the building Dakota, situated at Portion 2, Erf 585, Queenswood Township Local Authority, Pretoria, measuring 43 square metres, and
 An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title Number ST206/84 (35) (Unit), known as Flat 322, Dakota, 218 Shilling Street, Queenswood.
 Particulars are not guaranteed: Bachelor flat with carport.
 Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.
 J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-324672/JAA/J. S. Herbest.)

Saak 20242/93

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

In die saak tussen **ABSA Bank Beperk** (Volkskas Divisie), Eiser, en **Abel Hermanus Gerhardus Stolz**, Verweerder
 'n Geregte verkoop sal gehou word op Vrydag, 23 September 1994 om 11:00, deur die Balju vir die Hooggeregshof, Cullinan, voor die Landdroskantoor, Cullinan, van:
 Gedeelte 45 (gedeelte van Gedeelte 44), van plaas Krokodilspruit 290, Registrasieafdeling JR, Transvaal, groot 21,8185 (een-en-twintig komma agt een agt vyf) hektaar.
 Besonderhede word nie gewaarborg nie: Woonhuis, sitkamer, kombuis, vier slaapkamers en badkamer.
 Besigtig voorwaardes by Balju vir die Hooggeregshof, Cullinan, te Cornelisstraat 41, Bronkhorstspuit.
 MacRobert De Villiers Lunnon & Tindall Ing. (Tel. 328-6770.) (Verw. N4B/384694/BJ/sdm.)

Case 13967/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesenyehlo Btyan Tenyane**, First Defendant, and **Miriam Julia Tenyane**, Second Defendant
 A sale in execution of the undermentioned property is to be held at main entrance hall Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 October 1994 at 10:00:
 Full conditions of sale can be inspected at the Sheriff Vanderbijlpark, Suite C, Rietbok Building, General Hertzog Street, Vanderbijlpark.
 No warranties are given with regard to the description and/or improvements.
 Property: All right, title and interest in the leasehold in respect of Site 17905, Sebokeng Unit 14 Township, Registration Division IQ, Transvaal.
 Improvements: Single storey, two bedrooms, kitchen and lounge.
 Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1773.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdros, Vanderbijlpark, en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 23 September 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark:

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

Verkoopvoorwaardes:

1. Die eiendomme sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdrosdroswet, No. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente krediteure.
2. Die koopprijs sal betaalbaar wees soos volg:
 - (a) 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bogenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.
 - (b) Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bogenootskapwaarborg gelewer te word binne 14 (veertien) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdrosdros 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, Landdrosdros te Vanderbijlpark, en by die eiser se Prokureurs en sal deur die Balju voor die verkoping uitgelees word.
4. Die eiendomme word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.
5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Saakno.: 6864/90.

Vonnisskuldenaar: Tjekane Isaac Motsau en Nozimanga Gladys Motsau.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 13899, in die dorpsgebied Sebokeng, Eenheid 11, Registrasieafdeling IQ, Transvaal.

Groot: 261 vierkante meter.

Verwysing: PO/1142.

Beskrywing: Twee slaapkamerhuis met sitkamer, kombuis en bediendekamer.

Saakno.: 7766/91.

Vonnisskuldenaar: Moleleki Peter Mathikha.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1984 in die dorpsgebied Evaton North, Registrasieafdeling IQ, Transvaal.

Groot: 290 vierkante meter.

Verwysing: P1/1353.

Beskrywing: Twee slaapkamerhuis met sitkamer, kombuis en badkamer.

Saakno.: 3859/92.

Vonnisskuldenaar: Rampaleng Petrus Mafatle.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Persele 1345 en 1346 in die dorpsgebied Sebokeng Eenheid 10, Registrasieafdeling IQ, Transvaal.

Groot: 315 vierkante meter (elk).

Verwysing: P2/133.

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

Gedateer te Vanderbijlpark op hede die 19de dag van Augustus 1994.

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

Saak 3649/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Inina Estelle Terblanche**, Eerste Verweerder, en **Ththeunis Jacobus Terblanche**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 6 Mei 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op 29 September 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 2726, Birch Acres-dorpsgebied, Uitbreiding 10, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 979 m² (negehoonderd nege-en-sewentig) vierkante meter groot, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis en geteelde dak.

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 ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 23ste dag van Augustus 1994.

D. Oosthuizen, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. Mirinda du Plessis/M218.)

Saak 9780/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Sarel Petrus du Toit**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 1 Julie 1994 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Dinsdag, 20 September 1994 om 14:00:

Gedeelte 28 soos aangetoon en voliediger beskryf op Deelplan SS202/83 in die skema bekend as Aldin ten opsigte van die grond en gebou of geboue geleë te Gedeelte 1 van Erf 90, Plaaslike Bestuur, Stadsraad van Pretoria, welke deel die vloeroppervlakte volgens voormelde deelplan 68 vierkante meter is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST202/83(28)(Eenheid), die eiendom is beter bekend as Aldin Court 404, Troyestraat 67, Sunnyside, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Simpleks bestaande uit sitkamer, eetkamer, kombuis, slaapkamer, badkamer, toilet en motorafdak, gemelde eiendom is gesoek vir algemene woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Rietondale, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer Pretoria op hiedie 16de dag van Augustus 1994.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. C. Rossouw/F10999/MW.)

Case 14357/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Andre Timms**, First Defendant, and **Linda Magrieta Timms**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 29 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address.

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

Property: Portion 3 of Erf 209, Riversdale Township, Registration Division IR, Transvaal, known as 207 Hoofweg, Riversdale.

Improvements: Single-storey, three bedrooms, kitchen, lounge, bathroom, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1774.)

Case 12952/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ephraim Mantsha Chilo**, First Defendant, and **Keolebogile Magdeline Chilo**, Second Defendant

A sale in execution of the undermentioned property is to be held at Sheriff Brits, Office 7, Theo Building, 42 Murray Avenue, Brits, on Friday, 7 October 1994 at 08:30:

Full conditions of sale can be inspected at the Sheriff Brits, at the above address.

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

Property: Stand 1576, Lethlabile, District of Brits, Registration Division JQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B du Plooy/LVDM/GT1746.)

Case 13475/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mwati Ernest Buqindlela**, Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Delville Street, Witbank, on Friday, 30 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff Witbank, 3 Rhodes Street, Witbank.

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

Property: Erf 1975, kwaGuqa Extension 4 Township, Registration Division JS, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1753.)

NOTICE OF SALE IN EXECUTION

A sale in execution of the undermentioned properties is to be held at Magistrate's Court, Delville Street, Witbank, 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 office of the Sheriff, Witbank, 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 improvements.

1. Case 11855/94.

Execution Debtor: **Elias Elijah Mhlanga, and Merriam Lilliam Mhlanga.**

Property: Erf 2159, Phola Township, Registration Division JS, Transvaal.

Improvements: Single-storey, two bedrooms, kitchen and lounge. (File Ref. Mr du Plooy/GT1700.)

2. Case 13474/94.

Execution Debtor: **Philemon Oto Khumbane.**

Property: Erf 1898, Phola Township, Registration Division JS, Transvaal.

Improvements: Two bedrooms, bathroom, kitchen and lounge. (File Ref. Mr du Plooy/GT1752.)

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

Saak 4607/94**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Xtron (Edms.) Bpk.**, Eerste Verweerder, en **Akbar Mahomed**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 16 Junie 1994 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste Verweerder, sonder 'n rewerweprys deur die Balju in eksekusie verkoop word op Woensdag, 21 September 1994 om 10:00:

Erf 33, geleë in die dorpsgebied Sunderland Ridge, Registrasieafdeling JR, Transvaal, groot 4 971 vierkante meter, gehou kragtens Akte van Transport T24976/84, die eiendom is ook bekend as Van Tonderstraat 22, Sunderland Ridge, Industrielegebied, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Onverbeterde erf.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, Lyttelton-landbouhoewes, Verwoerdburgstad, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 23ste dag van Augustus 1994.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mev. Pieterse/F9972/mw.)

KAAP • CAPE**Case 3166/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr D. Alexander**, First Defendant, and **Mrs Y. P. Alexander**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 19 September 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 4037, Portion of Erf 31, 256 (two hundred and fifty-six) square metres, held by Deed of Transfer T74063/92, situated at 27 Seringa Street, Kleinvlei, Eerste River, three bedrooms, lounge, kitchen, bathroom and w.c.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the capital judgment creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 16226/91

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

Nedcor Bank Limited versus Temba Mkhathshane, married in community of property to **Mandisa Sylvia Mkhathshane**

The property Erf 19323, Khayelitsha, in the Area of the Town Council of Lingeletu West, Cape Division, in extent 150 square metres, situated at 7 Mxenge Street, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos tiled roof consisting of approximately two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 20 September 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont the 12th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 47927/93

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

In the matter between **Noel Hughes**, Plaintiff, and **Sulayman Hendricks**, Defendant

In pursuance of a judgment of the above Honourable Court dated 23 December 1993, the following property will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 September 1994 at 10:00, to the highest bidder:

Erf 103022, Cape Town, at Lansdowne Municipality, Cape Town, Division of Cape, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T11597/1991, situated at 26 Devon Road, Lansdowne.

1. The following improvements are reported but not guaranteed: Dwelling-house with brick walls under tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Deposit of 10% (ten per cent) cash, and the unpaid balance, together with interest thereon against registration of transfer, which amount is to be secured by an approved bank or building society guarantee within fourteen (14) days of the sale.

3. *Conditions of sale*: 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 Claremont this 10th day of August 1994.

Symons, Plaintiff's Attorneys, 14 Melrose Walk, Claremont. (Tel. 61-8669.)

Case 47927/93

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

In the matter between **Noel Hughes**, Plaintiff, and **Sulayman Hendricks**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 23 December 1993, the following property will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 September 1994 at 10:00, to the highest bidder:

Erf 106263, Cape Town, at Lansdowne Municipality, Cape Town, Division of Cape, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T39023/1980, situated at 19 Joanne Crescent, Lansdowne.

1. The following improvements are reported but not guaranteed: Dwelling-house with brick walls under asbestos roof, lounge, kitchen, four bedrooms, bathroom, toilet and garage.

2. *Payment*: Deposit of 10% (ten per cent) cash, and the unpaid balance, together with interest thereon against registration of transfer, which amount is to be secured by an approved bank or building society guarantee within fourteen (14) days of the sale.

3. *Conditions of sale*: 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 Claremont this 10th day of August 1994.

Symons, Plaintiff's Attorneys, 14 Melrose Walk, Claremont. (Tel. 61-8669.)

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 **P. G. C. O'Brien**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Court Steps, Wynberg, on 21 September 1994 at 10:00:

Erf Remainder Erf 183, Ottery, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres, also known as Erf 183, Ottery.

Conditions:

1. The following information is furnished, but not guaranteed: A piece of vacant land known as Erf 183, Ottery, as per sketch.
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 within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Claremont this 11th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Case 2347/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Arnold Cecil Zietsman**, First Execution Debtor, and **Chesna Gail Zietsman**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Thursday, 29 September 1994 at 09:00, in front of the Kuils River Magistrate's Court-house:

Erf 4174, Blue Downs, situated in the Lower Kuils River 1 Local Area, Division of Stellenbosch, situated at 15 Avocet Lane, Electric City Blue Downs, measuring four hundred and six (406) square metres and consisting of three bedrooms, bathroom, toilet and kitchen, held by Title Deed T59899/88, dated 14 October 1988.

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 Cape Town on this the 11th day of August 1994.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z24896.)

Saak 10751/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Danie Theron**, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 20 September 1994 om 10:00, by die eiendom te persele te koop aangebied word:

Erf die plaas Nuwemoed 405, in die afdeling Clanwilliam, groot 68,1087 hektaar, gehou kragtens Transportakte T69503/1989, alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf.

- (i) 'n Goeie woonhuis met twee staalstore, grootte 267 vierkante meter en 76 vierkante meter onderskeidelik.
- (ii) 'n paar ou geboude store.
- (iii) Drie Evkom-punte met ondergrondse kables na huis en twee boorgate met pompe, wat 25 000 ℓ per uur lewer.

- (iv) Die plaas is omhein.
- (v) Aangeplante sitrus en vrugte bome.
- (vi) 'n Watervoor loop deur die plaas en ongeveer 8 maande met water voorsien.
- (vii) 60 hektaar besproeiingsgrond.

Die volledige veilingsvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Clanwilliam, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju. [Tel. (027) 482-1610.]

Gedateer te Kaapstad op hede die 17de dag van Augustus 1994.

Van der Spuy & Vennote, Prokureurs vir Eiser, Derde Verdieping, Boland Bankgebou, Laer Burgstraat 18, Posbus 1701, Kaapstad. (Tel. 419-3622.) (Fax. 418-1329.) (Verw. E. Dercksen/JA/rvz.)

GEREGTELIKE VEILING

In die Landdroshof vir die distrik Riversdal gehou te Riversdal:

Saak 485/93: In die saak tussen **Standard Bank van Suidelike Afrika**, Eiser, en **L. B. Hume**, Verweerder; en

Saak 221/93: In die saak tussen **Equine Administration**, Eiser, en **L. B. Hume**, Verweerder.

Ter uitvoering van uitsprake in Landdroshof, Riversdal, gegee op 14 Januarie 1994 en 4 Maart 1994, sal die volgende onroerende eiendomme gereglik aan die hoogste bieder verkoop word op 23 September 1994 om 10:30. Veiling by die onderskeie eiendomme soos hieronder aangedui en beskryf:

(i) Erf 633, geleë te Keurboomlaan, Stilbaai-Wes, groot 1 178 m², onverbeter gehou kragtens Transportakte 61065/1993, asook,

(ii) Erf 1665, geleë te Koraalstraat 3, Stilbaai-Wes, groot 792 m², gehou kragtens Transportakte 117/1985, verbeter met woning van steen en asbes, drie slaapkamers, sit-/eetkamer, kombuis, badkamer, toilet en motorhuis.

Veilingvoorwaardes:

(1) Eiendomme sal verkoop word aan die hoogste bieder onderworpe aan bepalinge en voorwaardes van die Wet op Landdroshof en reëls daarkragtens van toepassing.

(2) Verbeterings genoem maar nie gewaarborg nie.

(3) *Betaling:*

3.1 10% (tien persent) van koopprijs in kontant of bankgewaarborgde tjek op dag van veiling aan die balju.

3.2 Onbetaalde saldo teen registrasie van oordrag betaalbaar op wyse soos aanvaarbaar vir Eiser se aktebesorgers.

3.3 Rente sal betaal word op balans van 3.3.1 en soos bepaal deur Eiser se prokureur.

3.4 Alle bedrae in paragrawe 3.2 en 3.3 hierbo genoem moet deur die koper deur 'n goedgekeurde bank- of bougenootskap-gewaarborg gesekureer en binne veertien (14) dae van veilingdatum aan Eiser se aktebesorgers verskaf word.

(4) Volledige veilingvoorwaardes sal op dag van veiling deur die Balju van die Hof voorgelees word en lê ter insae in die kantoor van die Balju te Soetmelksfontein, Riversdal.

Melt Kloppers, Eiser se Prokureur, Dicksonstraat 8, Riversdal.

Saak 10638/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Edward Gordon Hochung**, Eerste Verweerder, en **Veronica J. Hochung**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 6 Mei 1992 al die ondergemelde eiendom verkoop word op 23 September 1994 om 14:15, by die hoofingang van Nuwe Gereghof, 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, Port Elizabeth-Noord.

Erf 3476, Korsten, in die munisipaliteit en afdeling Port Elizabeth, groot 486 (vierhonderd ses-en-tagtig) vierkante meter, gehou kragtens Transportakte T41142/91, ook bekend as Daltonstraat 6, Sidwell, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n baksteen hoofgebou onder asbes plaatdak bestaande uit drie slaapkamers, voorportaal, sitkamer, eetkamer, een en 'n half badkamers, baksteen buitegeboue onder asbes plaatdak bestaande uit woonstel met sitkamer, kombuis en twee slaapkamers asook 'n motorafdak.

Geteken te Port Elizabeth op hierdie 4de dag van Augustus 1994.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Leon van der Mescht**, Eerste Verweerder, en
Hester Cornelia Kleynhans, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik van Port Elizabeth, gedateer 5 Julie 1994 sal die ondergemelde eiendom verkoop word op 23 September 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserve 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, Port Elizabeth-Suid:

Gedeelte 89 (gedeelte van Gedeelte 28 van plaas Chelsea 25, in die munisipaliteit en afdeling Port Elizabeth, groot 2,1892 (twee komma een agt nege twee) vierkante meter, gehou kragtens Transportakte 58144/92, onderhewig aan die voorwaardes vervat in genoemde Akte.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n tweeverdieping baksteen hoofgebou onder asbes plaat-dak is bestaande uit twee slaapkamers, sitkamer, eetkamer en badkamer.

Geteken te Port Elizabeth op hierdie 4de dag van Augustus 1994.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 6274/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **C. Theys**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 16 September 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 3638 (portion of Erf 28), Kleinvlei, 352 (three hundred and fifty-two) square metres, held by Deed of Transfer T44739/1992, situated at 11 Vlamboom Street, Kleinvlei, Eerste River, tiled roof, two bedrooms, bathroom, toilet, lounge and kitchen.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 6475/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr M. Cassiem**, First Defendant, and **Mrs M. Cassiem**,
Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 16 September 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 4011 (portion of Erf 31), Kleinvlei, 240 (two hundred and forty) square metres, held by Deed of Transfer T88818/1993, situated at 40 Sering Street, Kleinvlei, Eerste River. Brick building tiled roof, bedroom, bath, toilet, lounge and kitchen.

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

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance, plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the capital judgment creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 13340/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss E. Swartbooi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 16 September 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 1663, Gaylee, 289 (two hundred and eighty-nine) square metres, held by Deed of Transfer T11387/1992, situated at 9 Simonsberg Crescent, Gaylee, Blackheath. Two bedrooms, kitchen, lounge, bathroom and toilet.

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

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance, plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the capital judgment creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 226/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr F. Afrikaner**, First Defendant, and **Mrs M. C. Afrikaner**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 16 September 1994 at 09:00, in front of the Magistrate's Court for the District of, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 3853, Eerste River, 398 (three hundred and ninety-eight) square metres, held by Deed of Transfer T57312/92, situated at 13 Camel Thorn Road, Beverley Park, Eerste River, 7100. Two bedrooms, lounge, kitchen, bathroom and toilet.

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

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance, plus interest at the current rate of 15,75% (fifteen comma seven five per cent) per annum, calculated on the capital judgment creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 4170/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr W. W. August**, First Defendant, and **Mrs S. W. August**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 20 September 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 4025 (portion of Erf 31), Kleinvlei, 249 (two hundred and forty-nine) square metres, held by Deed of Transfer T21805/1988, situated at 1 Sering Crescent, Kleinvlei, Eerste River. Three bedrooms, bathroom, toilet, lounge and kitchen.

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

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance, plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the capital judgment creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

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**, Plaintiff, and **Precious Tuck**, First Defendant, and **Elizabeth Tuck**,
Second Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 20 October 1993, and the warrant of execution dated 14 June 1994, the following property will be sold voetstoots, in execution, without reserve, to the highest bidder on 23 September 1994 at 14:15, at the front entrance, New Law Courts, North End, Port Elizabeth:

4726 Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 181 square metres, held by the Defendants under Deed of Transfer T51578/92, situated at 54 Reginald Road, Gelvandale, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

Roof under tile, plastered ceilings, block walls, lounge, dining-room, kitchen, two bedrooms, bathroom/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 for the Magistrate's Court, Port Elizabeth West.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer. Sheriff's charges of 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this the 5th day of August 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth.
(Ref. E. J. Murray).

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between **Port Elizabeth Municipality**, Plaintiff, and **Samuel Louis Muller**, First Executive Debtor, and
Janeson Muller, Second Executive Debtor

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 18 October 1993, and a writ of execution dated 17 February 1994, of the property listed hereunder will be sold in execution on Friday, 23 September 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 3758, Bethelsdorp, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer T21060/91, measuring 280 square metres, situated at 175 William Slabbert Drive, Bethelsdorp, Port Elizabeth.

Improvements: Although not guaranteed, it consists of semi-detached dwelling, asbestos roof, two bedrooms, bathroom, lounge, brick and plastered walls.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for Residential purposes.

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. (a) The purchaser, other than the Plaintiff or Bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 15,25% (fifteen comma two five per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Standard Bank of SA Limited (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price on date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth on this the 5th day of August 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth.
(Ref. E. J. Murray).

Case 13759/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Professor D. S. Albertyn**, Defendant

The undermentioned property will be sold in execution by Public Auction at the mortgaged property on Monday, 19 September 1994 at 10:30, to the highest bidder, namely:

Erf 86, Bellville in the Municipality of Bellville, Division Cape, in extent 2024 square metres, held by Deed of Transfer T8691/1975, situated at 49 Chevonne Street, Welgemoed, Bellville.

1. The following improvements on the property are reported, but nothing guaranteed, namely: A single-storey dwelling built of brick walls under a tiled roof comprising five bedrooms, three bathrooms, lounge, dining-room, study, laundry, kitchen, family room, maids room, double garage and a play room.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank- or building society-guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 17,25% (seventeen 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 anser of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

Dated at Cape Town on this the 6th day of August 1994.

T. M. Chase, for Buchanan Boyes, Third Floor, St Georges Centre, 13 Hout Street, Cape Town. (Tel 23-1400.)

Case 8121/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Kanoor Fredericks**, First Judgment Debtor, and **Daphne Fredericks**, Second Judgment Debtor

In pursuance of a judgment granted on 15 October 1993, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 22 September 1994 at 10:05, at Malmesbury Court-house:

Description: Erf 10477, Wesfleur in the Atlantis Residential Local Area, Cape Division.

In extent: Two hundred and eighty-eight (288) square metres. *Postal address:* 56 Erica Crescent, Atlantis. *Improvements:* Dwelling: Lounge, kitchen, two bedrooms, bathroom and toilet.

Held by Deed of Transfer 27930/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum 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 on this the 10th day of August 1994.

Van Niekerk H. C. for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. HVN/Mrs Wolmarans.)

Case 3064/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Judgment Creditor, and **Peter Andrew Cloete**, First Judgment Debtor, and **Carin Cloete**, Second Judgment Debtor

In pursuance of a judgment granted on 19 July 1994, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 22 September 1994 at 10:10, at Malmesbury Court-house:

Description: Erf 3690, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 888 (eight hundred and eighty-eight) square metres.

Postal address: 62 Tortelduif Street, Robinvale.

Improvements: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower/toilet and toilet.

Held by Deed of Transfer 72127/89.

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 17% (seventeen 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 10th day of August 1994.

H. C. van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W52924/HVN/Mrs Wolmarans.)

Case 8255/93

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

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **John Cuodo Rudolph Pharo**, First Judgment Debtor, and **Malie Magrieta Pharo**, Second Judgment Debtor

In pursuance of a judgment granted on 6 July 1994, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 22 September 1994 at 10:15, at Malmesbury Court-house:

Description: Erf 2323, Wesfleur, in the Residential Local Area at Atlantis, Cape Division, in extent 700 (seven hundred) square metres.

Postal address: 12 Adenium Street, Protea Park, Atlantis.

Improvements: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

Held by Deed of Transfer 22127/86.

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 16,75% (sixteen comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 10th day of August 1994.

H. C. van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W55317/HVN/Mrs Wolmarans.)

Case 3557/94

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, Plaintiff, and **George Maraistjies** and **Sanna Maraistjies**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 26 September 1994 at 09:00:

Erf 1495, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 494 square metres, also known as 25 Tambotie Street, Eerste River.

Conditions:

1. The following information is furnished, but not guaranteed:

Dwelling under tiled roof with two bedrooms, bathroom, toilet, lounge and kitchen.

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 within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 12th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 1378/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Isaac Seekoei**, First Judgment Debtor, and **Mina Seekoei**, Second Judgment Debtor

In pursuance of a judgment granted on 2 June 1994, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 22 September 1994 at 10:00, at Malmesbury Court-house:

Description: Erf 8951, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 322 (three hundred and twenty-two) square metres.

Postal address: 84 Nottingham Road, Wesfleur.

Improvements: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

Held by Deed of Transfer 29127/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per 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 9th day of August 1994.

H. C. van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 6017.] (Ref. Z56401/HVN/Mrs Wolmarans.)

Case 15564/91

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

Nedcor Bank Limited versus Ntsikelelo Skippers Femela, married in community of property to Lungiswa Maria Femela

The property: Erf 21188, Khayelitsha, in the Area of the Town Council of Lingeletu West, Cape Division, in extent 150 square metres, situated at Erf 21188, Mandela Park, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 20 September 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows:

10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont this 12th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 22511/91

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

Nedcor Bank Limited versus Eric Mncedisi Maseti, married in community of property to Nomathemba Ivy Maseti

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 351, Khayelitsha, in the Area of Jurisdiction of the Cape of Good Hope, Administrative District of the Cape, in extent 236 square metres, situated at A141 Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately bedrooms, kitchen, bathroom and w.c.

Date of sale: 20 September 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows:

10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont this 12th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 49691/91

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

Nedcor Bank Limited versus Mncedisi Bethwell Mehlomakulu, married in community of property to Cornelia Tembisa Mehlomakulu

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 1282, Khayelitsha, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 162 square metres, situated at E635 Tunle Street, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately bedroom, kitchen, bathroom and w.c.

Date of sale: 20 September 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows:

10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont this 12th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 5608/90

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

Nedcor Bank Limited versus Mbulelo Joseph Tshoko, married in community of property to **Thozama Margaret Tshoko**

The property Erf 26936, a portion of Erf 24199, Khayelitsha, in the Area of Jurisdiction of the Town Committee of Lingeletu West, Administrative District of the Cape, in extent 146 square metres, situated at F611, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately bedroom, kitchen, bathroom and w.c.

Date of sale: 20 September 1994 at 10:00.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont the 15th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 90/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Noxolo Irene Sifumba

The property all right, title and interest in the leasehold in respect of Erf 1641, Khayelitsha, in the Area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 186 square metres, situated at B537 Khayelitsha.

Improvements (not guaranteed): One single dwelling built with bricks under an asbestos roof consisting of approximately bedroom, kitchen, bathroom and w.c.

Date of sale: 20 September 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont the 12th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 1393/89

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, formerly SA Permanent Building Society, Judgment Creditor, and **Shaukat Allie**, First Judgment Debtor, and **Asa Hassan**, Second Judgment Debtor

In pursuance of judgment granted on 28 March 1990, in the Hermanus 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 12:00, at Magistrate's Court, Hermanus, to the highest bidder:

Description: Erf 408, Hawston, in the Local Area of Hawston, Division of Caledon, in extent four hundred and thirty-seven (437) square metres.

Physical address: 408 Vlei Road, Hawston.

Improvements: With, *inter alia* a dwelling thereon, held by the Defendant in his name under Deed of Transfer T38515/79.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Hermanus.

Dated at Somerset West this 10 August 1994.

P. du Toit, vir Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 71298. [Tel. (024) 51-2928.]

Case 95/93

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Judgment Creditor, and **Johannes Herling**, married in community of property to **Ella Herling**, Judgment Debtor

In pursuance of judgment granted on 2 March 1993, in the Hermanus 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 12:00 at Magistrate's Court, Hermanus, to the highest bidder:

Description: Erf 295, Hawston, in the Local Area of Hawston, Division of Caledon, in extent six hundred and sixty-nine (669) square metres.

Physical address: 295 Lovers Lane Hawston.

Improvements: Vacant ground.

Held by the Defendant in his name under Deed of Transfer T12195/92.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Hermanus.

Dated at Somerset West this 10th day of August 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 11184/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Edwin Desmond Morris**, and **Hermine Wilhelmina Morris**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Goodwood, on 22 September 1994 at 11:30:

Erf 14166, Goodwood, situated in the Local Area of Elsies River, Division of the Cape, in extent 471 (four hundred and seventy-one) square metres, also known as 7 24th Avenue, Elsies River.

Conditions:

1. The following information is furnished, but not guaranteed:

Brick dwelling under asbestos roof with lounge, kitchen, three bedrooms, bathroom, toilet, store-room, servant's room and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

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

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 6297/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **David Bailey**, First Defendant, and **Elizabeth Anne Bailey**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 7 July 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 21 September 1994 at 10:00:

Erf 1987, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 322 (three hundred and twenty-two) square metres, held by Deed of Transfer T39853/93, comprising of lounge, three bedrooms, bathroom, toilet and kitchen, and known as 28 Concordia Street, Devon Park, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

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

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 5594/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Kulsum Bibi Ghansar**, Eiser, en **Nizamuddin Ghansar**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 25 April 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 26 September 1994 om 12:00, op die perseel te Mersastraat 10, Rylands Estate, Athlone, 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.

Een-halwe aandeel in Erf 111911, Kaapstad te Athlone, in die munisipaliteit Kaapstad, afdeling Kaap, groot 219 (tweehonderd en negentien) vierkante meter, gehou kragtens Transportakte T3892/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, sitkamer, kombuis, drie slaapkamers, badkamer met toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of Die Balju, mnr. T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439.)

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 balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of Die Balju, mnr. T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439.)

Datum: 2 Augustus 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/G174.)

Saak 631/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Boland Bank Beperk**, Eiser, en **Earlston Thuynsma**, Eerste Verweerder, en **Russel Aiden Thuynsma**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogenoemde Agbare Hof gedateer 14 Februarie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 26 September 1994 om 10:00, op die perseel te Schoolstraat 27, Strandfontein Village, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/balju by die veiling uitgelees sal word:

Erf 43151, Mitchells Plain, in die munisipaliteit Kaapstad, afdeling Kaap, groot 195 (eenhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T5989/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met twee slaapkamers, badkamer, toilet, kombuis en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of Die Balju, mnr. B. J. Koen, Mulberry Mall-sentrum 6, Strandfontein (Tel. 33-3171.)

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslae- 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 veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of Die Balju, mnr. B. J. Koen, Mulberry Mall-sentrum 6, Strandfontein (Tel. 33-3171).

Datum: 2 Augustus 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3036.)

Case 8169/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Deon George Parkins**, First Judgment Debtor, and **Charlene Sirene Parkins**, Second Judgment Debtor

In pursuance of a judgment granted on 20 July 1994, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 19 September 1994 at 14:00, at Bellville Court-house:

Description: Erf 20030, Parow, in the Municipality of Parow, District of the Cape, in extent 367 (three hundred and sixty-seven) square metres.

Postal address: 4 Elim Street, Ravensmead.

Improvements: *Dwelling:* Two bedrooms, kitchen, lounge, bathroom and toilet, held by Deed of Transfer No. 8345/93.

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 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 14 (fourteen) days of the date of sale.

Dated at Parow on this the 8th 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.] (Ref. Z56792/HVN/Mrs Wolmarans.)

Case 4434/94

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 **Christiaan Christoffel Basson**, First Judgment Debtor, and **Elsabe Phina Basson**, Second Judgment Debtor

In pursuance of a judgment granted on 27 June 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 27 September 1994 at 09:15, at 196 Visser Street, Kraaifontein:

Description: Erf 785, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 496 (four hundred and ninety-six) square metres.

Postal address: 196 Visser Street, Kraaifontein.

Improvements: *Dwelling:* Lounge, kitchen, dining-room, bathroom, three bedrooms and garage, held by Deed of Transfer No. 28741/92;

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:** 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow on this the 8th 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.] (Ref. Z56886/HVN/Mrs Wolmarans.)

Case 3842/94

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 **Thomas Daniel Jacobs**, First Judgment Debtor, and **Leonie Regina Udenia Jacobs**, Second Judgment Debtor

In pursuance of a judgment granted on 8 July 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 19 September 1994 at 09:00, at Kuils River Court-house:

Description: Erf 2615, Kleinvlei, in the Local Area of Blue Downs, Stellenbosch Division, in extent 461 (four hundred and sixty-one) square metres.

Postal address: 10 Muller Street, Eerste River.

Improvements: Dwelling: Three bedrooms, bathroom, toilet, lounge and kitchen, held by Deed of Transfer No. 93064/93.

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 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 14 (fourteen) days of the date of sale.

Dated at Parow on this the 9th day of August 1994.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorney, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z56646/HVN/Mrs Wolmarans.)

Case 8694/93

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 **Abdol Karriem Abrahams**, Judgment Debtor

In pursuance of a judgment granted on 29 April 1994, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 19 September 1994 at 09:00, at Mitchells Plain Court-house:

Description: Erf 23342, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 141 (one hundred and forty-one) square metres.

Postal address: 2 North West Road, Rocklands.

Improvements: Dwelling: Duplex, two bedrooms, lounge, kitchen, bathroom and toilet, held by Deed of Transfer No. 68342/92.

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:* 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 14 (fourteen) days of the date of sale.

Dated at Parow on this the 9th day of August 1994.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorney, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W49576/HVN/Mrs Wolmarans.)

Case 9748/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Jan Johannes Fortuin**, First Judgment Debtor, and **Hester Barron**, Second Judgment Debtor

In pursuance of a judgment granted on 13 September 1993, 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 1557, Scottsdene, situated in the Local Area of Scottsdene, Stellenbosch Division, in extent 410 (four hundred and ten) square metres.

Postal address: 7 Bonnie Close, Kraaifontein.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen, dining-room and lounge, held by Deed of Transfer No. 27559/93.

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 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 on this the 9th day of August 1994.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorney, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W51597/HVN/Mrs Wolmarans.)

Case 7058/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **Andrew Snell**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution dated 22 October 1992, the property listed hereunder will be sold in execution on 14 September 1994 at 09:00, at Kuils River Magistrate's Court, Kuils River, to the bidder:

Certain Erf 8520, Blue Downs, in the Local Area of Blue Downs, Division Stellenbosch, known as 6 Velvet Crescent, Tuscany Glen, Blue Downs, in extent 378 (three hundred and seventy-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom, toilet and tiled roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Bellville. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB26.)

Case 14487/93

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

Nedcor Bank Limited, versus T. A. Phakoe

The property: 3528 Langa, in the Area of Jurisdiction of the Ikapa Town Council, Administrative District of the Cape, in extent 450 (four hundred and fifty) square metres, situated at 6 Pittwell, Mashikwe Crescent, Langa:

Improvements (not guaranteed): Brick walls, tiled roof, lounge, kitchen, three bedrooms, one and a half bathroom.

Date of sale: 22 September 1994 at 11:00.

Place of sale: Magistrate's Court, Goodwood.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 45454/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Mogamat Sedick Brown**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 28 September 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 27 September 1994 at 10:00:

Erf 3540, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 469 (four hundred and sixty-nine) square metres.

Street address: 148 Third Avenue, Grassy Park.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Two kitchens, two lounges, two toilets, two bathrooms, servants' quarters consisting of bathroom, toilet, kitchen and bedroom.

(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, 7 Electric Street, Wynberg.

(4) Payment shall be effected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 3128/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Sharon Verna George, Amber Emerald George, Glenda Pamela George**

The following property will be sold in execution by public auction held at 6 Shiraz Street, Riverside Park, Paarl, to the highest bidder on 19 September 1994 at 10:00:

Erf 17645, Paarl, in the Municipality and Administrative District of Paarl, in extent 375 (three hundred and seventy-five) square metres, held by Deed of Transfer T44832/89, situated at 6 Shiraz Street, Riverside Park, Paarl.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet and stoep.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) 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 4063/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **First National Bank Limited**, Plaintiff, and **Mr Michael John Harrison**, Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on Friday, 16 September 1994 at 10:00, at 7 Hazelmere Court, Rees Street, Quigney, East London, as referred to below:

Section 7, on sectional plan SS21/88, in the scheme known as Hazelmere, in extent 115 (one hundred and fifteen) square metres.

Section 15, on sectional plan SS21/88, in the scheme known as Hazelmere, in extent 16 (sixteen) square metres.

Section 18, on sectional plan SS21/88, in the scheme known as Hazelmere, in extent 9 (nine) square metres.

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 ST21/88 (18) (Unit), situated at 7 Hazelmere Court, Rees Street, Quigney, East London.

The following information relating to the property is furnished but not guaranteed in any way:

A top floor flat in a four-storey block of eight and consisting of the following: Lounge, kitchen, three bedrooms, bathroom, shower, toilet, single garage, store-room and communal swimming-pool.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 10 (ten) 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 will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 10th day of August 1994.

Brown, Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street, East London. (Ref. A. J. Miller.)

Case 4060/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **First National Bank Limited**, Plaintiff, and **Mrs Marion Christine Swaak**, Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on Friday, 16 September 1994 at 10:30, at 62 Inverleith Terrace, Quigney, East London, as referred to below:

Remaining extent of Erf 16804, East London, Municipality and Division of East London, in extent 305 (three hundred and five) square metres, held under Deed of Transfer T4316/91.

Situated at 62 Inverleith Terrace, Quigney, East London.

The following information relating to the property is furnished but not guaranteed in any way:

A single-storey dwelling under asbestos roof, consisting of lounge, family room, dining-room, kitchen, scullery/laundry, three bedrooms, bathroom, shower, two toilets and enclosed porch.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 10 (ten) 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 will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.
5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 10th day of August 1994.

Brown, Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street, East London. (Ref. A. J. Miller.)

Case 31087/93

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

Nedcor Bank Limited versus L. C. Mini

The property: Erf 69619, Wynberg, in extent 240 (two hundred and forty) square metres, situated at 10 Mission Road, Wynberg.

Improvements (not guaranteed): Semi-detached single-storey, brick walls, zinc roof, two bedrooms, bathroom, kitchen, dining-room and lounge.

Sale date: 20 September 1994 at 10:00.

Place of sale: Wynberg Couthouse steps.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank-cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated the 16th day of August 1994.

Pincus Matz-Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Saak 3886/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **De Tijger Verwe [Z10021]**, Eiser, en **Erroll Bonthuys**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 20 September 1994 om 11:00, op die perseel te Horakstraat 175, Kraaifontein:

Die onroerende eiendom staan bekend as Erf 877, Kraaifontein, in die Munisipaliteit van Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte 74131/91.

Synde 'n woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 15,5% (vyftien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag.

Die koper moet voorts binne 14 (veertien) dae na die verkoping, Vonniskskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, Herman Smit, p.a. Smit Kruger & Potgieter, Brighton-sentrum 5, Brightonweg 50, Kraaifontein.

Geteken te Kraaifontein op hierdie 12de dag van Augustus 1994.

J. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Case 18501/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Limited**, versus **Joseph Anthony Loots**, married in community of property to Denise Jessica Loots

The property: Erf 8920, Mitchells Plain, in the Municipality of Cape Town, Division Cape.

In extent: 150 square metres.

Situate at: 5 Afrikaner Street, Lentegeur, Mitchells Plain.

Improvements (not guaranteed): One semi-detached dwelling built with bricks under a tiled roof consisting of approximately kitchen, lounge, three bedrooms and toilet/bathroom.

Date of sale: 19 September 1994 at 10:00.

Place of sale: 5 Afrikaner Street, Lentegeur, 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 cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read, immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain-North.

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

Pincuz Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 3823/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Zongezile Mbuqe**, Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth, dated 17 May 1994, the property listed hereunder will be sold in execution on Friday, 16 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 the leasehold in respect of Erf 908, kwaDwesi Extension 2, in the Administrative District of Port Elizabeth, measuring 264 (two hundred and sixty-four) square metres, situated at 36 Masithole Street, kwaDwesi III, 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 4th 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 17921/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Tamsanqa Norman Nteyi**, First Defendant, and **Nomalungelo Florence Nteyi**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville, and writ of execution dated 6 September 1993, the property listed hereunder, and commonly known as 5 Pallotti Road, Montana, will be sold in execution at the premises on Wednesday, 21 September 1994 at 11:00, to the highest bidder:

Erf 112946, Cape Town, in the City of Cape Town, Cape Division, in extent 600 square metres.

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

Single-storey residence built of brick with tiled roof, comprising four bedrooms, lounge, dining-room, kitchen, two bathrooms, toilet, store-room and double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood, Epping Avenue, Elsie's River, Goodwood. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 2nd 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:1525.)

Case 8718/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Raymond Bailey**, First Defendant, and **Elizabeth Joan Bailey**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 18 May 1994, the property listed hereunder and commonly known as Erf 4, George Smit Street, Highlands Estate, Philippi, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 19 September 1994 at 10:00, to the highest bidder:

Erf 4, Highlands Estate, Cape Division, in extent 1 130 square metres.

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

Vacant land.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

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

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S Williams/N.1697.)

Case 39973/93

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

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

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 21 October 1993, the property listed hereunder, and commonly known as 32 Devon Road, Lansdowne, will be sold in execution at the premises on Monday, 19 September 1994 at 12:00, to the highest bidder:

Erf 119713, Cape Town, at Lansdowne, in the Municipality of Cape Town, Cape Division, in extent 496 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th 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.1568.)

Case 1644/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, versus Selina Prins

In pursuance of a judgment dated 23 March 1994, and an attachment on 2 June 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 16 September 1994 at 14:15:

Erf 42150, Zwide, Administrative District of Port Elizabeth, in extent 308 (three hundred and eight) square metres, situated at 123 Skefile Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated this 15th day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 21037/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, versus Petrus Johannes Muller

In pursuance of a judgment dated 16 May 1994, and an attachment on 15 June 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 16 September 1994 at 14:15:

Erf 418, Algoa Park, in the Municipality and Division of Port Elizabeth, in extent 496 (four hundred and ninety-six) square metres, situated at 8 Swanage Street, Algoa Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated this 18th day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2735/90

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedperm Bank Limited, versus Lulama Mayedwa and Lungelwa Constance Mayedwa

In pursuance of a judgment dated 28 November 1990, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 16 September 1994 at 15:00:

Erf 68, kwaMagxaki, Administrative District of Uitenhage, in extent 318 (three hundred and eighteen) square metres, situated at 46 Bungane Street, kwaMagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an iron roof, consisting of three bedrooms, lounge, kitchen, bathroom and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, AA Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated this 18th day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 262/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk**, handelsdrywende as Trustbank, Eiser, en **Vernon Michael Lantz**, Tweede Verweerder

Kragtens uitspraak van die Landdroshof, distrik Vereeniging, gedateer 28 Januarie 1994, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Maandag, 26 September 1994 in eksekusie deur die Balju, Landdroshof, Steynsburg, te Landdroshof, Steynsburg om 10:00, aan die hoogste bieder verkoop:

Resterende gedeelte van Erf 148, geleë in die dorp Steynsburg, groot 535 vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalinge 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, Steynsburg, 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: Woonhuis bestaande uit slaapkamers, sitkamer, eetkamer, gang, kombuis, badkamer, toilet en buitegeboue, geleë te Van Rooyenstraat 3, Steynsburg.

Die volle koopvoorwaardes wat vir die koper bindend sal wees, lê gedurende kantoorure ten kantore van die Balju, Landdroshof, Steynsburg, Hendrik Potgieterstraat 25, Burgersdorp.

Geteken te Vereeniging hierdie 15de dag van Augustus 1994.

G. P. Mills, vir Mills, Prokureur vir Eiser, M & A-gebou, Lesliestraat 17A, Vereeniging. (Verw. mev. Van Eeden/TL38.)

Saak 3759/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Thobi Thomas Madikane**, Eerste Vonnisskuldenaar, en **Nombuyiselo Elizabeth Madikane**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Woensdag, 21 September 1994 om 11:00, te Landdroshof, Paarl:

Alle regte, titel en belang in die huurpag vir woondoeleindes ten opsigte van Erf 37, Mbekweni, in die area vir jurisdiksie van die provinsiale administrasie van die Kaap die Goeie Hoop in die administratiewe distrik Paarl, groot 202 (tweehonderd-en-twee) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Sertifikaat van Huurpag TL32568/89, en geleë te Mbekweni V38, Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, heregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: Slaapkamer, badkamer en kombuis.

Gedateer te Paarl hierdie 2de dag van September 1994.

Van Wyk, Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 12610/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr John Alfred Lawson**

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, 34 Westcourt, corner of Voortrekker Road and Wynne Street, Parow, 7500, on Monday, 19 September 1994 at 12:15:

Section 34, Westcourt, in the Municipality of Parow, in extent 49 (forty-nine) square metres, held by Deed of Transfer ST16088/93 and situated at 34 Westcourt, corner of Voortrekker Road and Wynne Street, Parow, 7500.

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 flat comprising a lounge, kitchen, bedroom, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum 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 4th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z26369.)

Case 7417/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited *versus* **Mr Lesley George Henry Engelbrecht and Eugenia Jacinda Peterson**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 20 September 1994 at 09:00:

Erf 2362, Portion Erf 1460, Scottsdene, in the Local Area of Scottsdene, in extent 334 (three hundred and thirty-four) square metres, held by Deed of Transfer T75004/91, and situated at 10 Newport Street, Bernadino Heights, 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, dining-room, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum 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 4th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W13604.)

Case 1357/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Limited, trading as United Bank Limited, *versus* **Kenneth Morris and Spacia Sophia Caroline Morris**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 20 September 1994 at 09:00:

Erf 3087, Kuils River, in the Municipality of Kuils River, in extent 469 (four hundred and sixty-nine) square metres, held by Deed of Transfer T32541/86 and situated at 2 Dassie Road, 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:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum 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 4th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z23838.)

Case 3690/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Limited, trading as Allied Bank, *versus* **Joseph Hendricks and Sharon Vanessa Hendricks**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River on Tuesday, 20 September 1994 at 09:00:

Erf 2444, Eerste River, in the Local Area of Blue Downs, in extent 377 (three hundred and seventy-seven) square metres, held by Deed of Transfer T67143/93 and situated at 5 Sacramento Street, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum 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 4th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z25150.)

Case 59/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Edward James McClune** and **Gertruida Elizabeth McClune**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wolseley, on Friday, 16 September 1994 at 10:00:

Erf 1394, Wolseley, in the Municipality of Wolseley, in extent 501 (five hundred and one) square metres, held by Deed of Transfer T26989/90 and situated at 8 Azalia Street, Wolseley, 6830.

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, Wolseley.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum 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 5th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z24806.)

Case 61030/91

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

In the matter between **Natal Building Society**, Plaintiff, and **Mountain Property Investment CC**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg, and writ of execution dated 23 January 1992, the property listed hereunder will be sold in execution on 4 October 1994 at 12:00, at 21 Woodside Road, Ottery, to the highest bidder:

Certain Erf 220, Ottery, in the Municipality of Cape Town, Division of the Cape, known as 2 Woodside Road, Ottery, in extent 570 (five hundred and seventy) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom, asbestos roof and double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Wynberg. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 11th day of August 1994.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB42.)

Case 5834/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Ishaaq Williams**, First Execution Debtor, and **Azeeza Williams**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Paarl dated 4 January 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 20 September 1994 at 10:00:

Erf 18137, Paarl, in the Municipality and Division of Paarl, in extent 239 (two hundred and thirty-nine) square metres.

Street address: 16 Knolvlei Street, Riverside Park, Paarl.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Brick building with tiled roof consisting of lounge, kitchen, t. bedrooms and bathroom/w.c.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 40 Du Toit Street, Paarl.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 12 August 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 14641/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Herbert Yabo

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 26763, Khayelitsha, in the area of the City of Council of Lingeletu West, Cape Division, in extent 336 square metres, situated at 19 Columbia Way, Ikwezi Park, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos tiled roof, consisting of approximately two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 20 September 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont the 16th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 7384/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Boland Pluimvee BK**, Eiser, en **Neels de Kock**, handeldrywende as Cocky Chicken, Verweerder

Ter uitvoering van 'n verstekvonnis wat op 10 November 1993 in die bogemelde Hof teen die bogemelde Verweerder toegestaan is, sal die hiernavermelde vaste eiendom op 7 September 1994 om 11:00, te die perseel, synde Joubertstraat 15, Wellington, opgeveil word onderhewig aan die hiernavermelde voorwaardes en die verdere voorwaardes wat by die veiling uitgelees sal word:

Eiendom: 'n Kwart aandeel van Erf 1872, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 2 065 vierkante meter, gehou kragtens Transportakte T52852/1991.

Geliewe kennis te neem dat bostaande inligting nie gewaarborg word nie.

Beskrywing van die eiendom:

Die volgende inligting omtrent die eiendom word verstrek, maar niks word gewaarborg nie: Erf 1872, Wellington is 'n beboude erf waarop die volgende is:

'n Woonhuis bestaande uit twee slaapkamers, sitkamer, gang, eetkamer, kombuis, spens en badkamer. Daarbenewens is daar 'n groot woonvertrek wat deel van die woonhuis vorm wat omskep is in 'n studentewoonstel. Hierdie woonstel bestaan uit 'n woon-/sitkamer plus kombuisie. Daar is 'n verdere woonstel wat deel van die woonhuis vorm met 'n aparte ingang. Die woonstel bestaan uit twee slaapkamers, badkamer, sitkamer en kombuis. Daar is ook 'n verdere studentewoonstelletjie op die stoep wat uit 'n slaap-/sitkamer bestaan, kombuis en badkamer. Die hele kompleks het verder 'n dubbelmotorhuis, pakkamer, twee buitekamers en twee buite toilette.

Voorwaardes van betaling: Tien persent (10%) van die koopprys is betaalbaar in kontant onmiddellik na die verkoping en betaling van die balans, tesame met rente daarop teen negentien persent (19%) per jaar, bereken vanaf 'n datum een maand na die verkoping moet gewaarborg word deur 'n waarborg deur die Eiser se prokureurs goedgekeur en wat aan die Balju binne een (1) maand na datum van verkoping oorhandig moet word.

Voorwaardes van verkoping: Die eiendom is voetstoots verkoop en die koper is verantwoordelik vir al die agterstallige koers, belasting, heffings en rioleringskoste ophef in verband met die eiendom. Die verkoopvoorwaardes lê ter insae by die perseel van die Balju.

Gedateer te Kaapstad hierdie 9de dag van Augustus 1994.

Jan S. de Villiers & Seun, Prokureur vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad.

Saak 12739/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Beperk**, Eiser, en **Aubrey Desmond Ford**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 1 Desember 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 28 September 1994 om 10:45, op die perseel te Syringalaan 9, Hillcrest, Eersterivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/balju by die veiling uitgelees sal word:

Erf 3872, Blue Downs, in die Plaaslike Gebied van Blue Downs, afdeling Stellenbosch, groot 316 vierkante meter, gehou kragtens Transportakte T54184/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, twee slaapkamers, badkamer, toilet, sitkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 9 Augustus 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2291.)

Case 25790/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Warren Stevens and Carol Lilian Stevens**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Bellville, on Monday, 19 September 1994 at 14:00:

Erf 19851, Bellville, in the Local Area of Belhar, in extent 500 (five hundred) square metres, held by Deed of Transfer T64219/88, and situated at 18 Protea Avenue, Belhar, 7490.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms and bathroom/w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per cent) from the date of sale to 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 the 9th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22041.)

Case 6020/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Albert Thomas Solomons**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Goodwood, on Tuesday, 20 September 1994 at 11:00:

Erf 18045, Goodwood, in the Local Area of Elsies River, in extent 365 (three hundred and sixty-five) square metres, held by Deed of Transfer T781/90 and situated at 48 Kent Crescent, Matroosfontein, 7490.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Goodwood.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 9th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z18481.)

Case 5959/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Fuzile Mazungula

In pursuance of a judgment dated 22 March 1994 and an attachment on 28 July 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 16 September 1994 at 14:15:

Erf 46051, Ibhayi, in the area of the City Council of Ibhayi, Administrative District of Port Elizabeth, in extent 286 (two hundred and eighty-six) square metres, situated at 140 Kruisman Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated this 10th day of August 1994.

Pagdens, Plaintiff's Attorney, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 16943/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, versus Mzwandile Lannie Wili, First Defendant, and Kholiwe Mavis Wili, Second Defendant

In pursuance of a judgment dated 13 June 1994 and an attachment on 28 July 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 16 September 1994 at 14:15:

Erf 9605, Motherwell, in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 276 (two hundred and seventy-six) square metres, situated at 54 Bira Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single-storey brick dwelling under an asbestos roof consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated this 8th day of August 1994.

Pagdens, Plaintiff's Attorney, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 34451/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Boy Makina, Bukelwa Judith Makina

In pursuance of a judgment dated 16 November 1992 and an attachment on 18 March 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 16 September 1994 at 14:15:

Erf 40172, Ibhayi at Zwide in the Administrative District of Port Elizabeth, in extent 271 (two hundred and seventy-one) square metres, situated at 40 Tuswa Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax (if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000 and thereafter 3% to a maximum of R6 000 plus Value-Added Tax) are also payable on date of sale.

Dated 11th day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 173575/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited, versus Amos Matwa, married in community of property to Pumla Pearl Matwa

The property: All right title, and interest in the leasehold for residential purposes in respect of Erf 10878, Khayelitsha, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 91 square metres, situated at R549, Site B, Khayelitsha.

Improvements (not guaranteed):

Single dwelling built with bricks under an asbestos roof consisting of approximately two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 20 September 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows:

10% (ten per cent) deposit in cash or by bank-cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont the 22nd day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 8511/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **South African Mutual Mortgage Investment Corporation (Proprietary) Limited**, Plaintiff, and **Themba Derrick Ngculu**, Defendant

Pursuant to the judgment of the above Court granted on 12 August 1993 and a writ of execution issued thereafter, the undermentioned property will be sold in execution, Thursday at 22 September 1994 on 09:00, at Goodwood Magistrate's Court, Voortrekker Road, Goodwood, to the highest bidder:

Erf 1272, Langa, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 281 square metres, held by Certificate of Registered Grant of Leasehold TL50351/89 known as Zone 14, 48 Langa, Cape Town, Western Cape.

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

A single-storey dwelling-house under asbestos roof, fenced with precast vibracrete consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and garage/store-room.

Conditions of sale: 10% (ten per cent) and sheriff's charges in cash or by means of bank-guarantee cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the 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, District of Goodwood, 29 Northumberland Street, Bellville.

Signed at Cape Town this 17th day of August 1994.

S. J. O'Leary, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town, (Ref. JOL/ks/W42120.)

Case 852/94

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank versus **Eugene Hercu Nel**

The following property will be sold in execution by public auction held at 5 Thibault Close, Richwood, Goodwood, to the highest bidder on 21 September 1994 at 12:00:

Erf 1264, Richmond Park, in the Municipality of Milnerton Division Cape, in extent 492 (four hundred and ninety-two) square metres, held by Deed of Transfer T11079/92, situated at 5 Thibault Close, Richwood, Goodwood.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet, shower/toilet and double garage.

3. *Payment:* 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 15th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen, **NBS Bank Beperk**, Eiser, en **C. B.**, en **S. April**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 16 Januarie 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 29 September 1994 om 09:00:

Erf 881, Blue Downs, ook bekend as Velvet Singel 19, Tuscany Glen, Eersterivier, afdeling Stellenbosch, groot 375 vierkante meter, gehou kragtens Transportakte T23413/88.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping vertrek 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 21% (een-en-twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 17 Augustus 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN142.)

Case 15613/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Edward Frederick Biggs**, and **Magdalena Biggs**.

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 20 September 1994 at 09:00:

Erf 1780, Eerste River, in the Local Area of Melton Rose, in extent 392 (three hundred and ninety-two) square metres, held by Deed of Transfer T53126/87 and situated at 33 Avon Avenue, Stratfort Park, Melton Rose, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,75% (sixteen comma seven five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W16542.)

Case 5528/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Patrick Thomas Louw**, and **Carmelita Veronica Louw**.

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 20 September 1994 at 09:00:

Erf 1446, Blue Downs, in the Local Area of Blue Downs, in extent 363 (three hundred and sixty-three) square metres, held by Deed of Transfer T90699/93 and situated at corner of 3 Dise Street and 24 Paris Street, Malibu Village, Blue Downs, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising 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 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z26140.)

Case 15132/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE HELD AT CAPE**

ABSA Bank Limited, trading as United Bank, *versus* **Hendrik Herman Frederik Welleman**

The following property will be sold in execution at the site of the property, 16 Alphen Road, Table View, Western Cape, on Tuesday, 20 September 1994 at 14:00, to the highest bidder:

Erf 15347, Milnerton, in extent 841 square metres, held by T38392/1991, situated at 16 Alphen Road, Table View, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Entrance, lounge, dining-area, kitchen, three bedrooms and two bathroom/shower/toilets. Double garage.
 2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
 4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.
- Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0331/102711/gl.)

Case 24422/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

ABSA Bank Limited, trading as United Bank, *versus* **Belstan CC**

The following property will be sold in execution at the site of the property, 10 Belmont Avenue, Lansdowne, Western Cape, on Wednesday, 21 September 1994 at 12:00, to the highest bidder:

Erf 59748, Cape Town at Lansdowne, in extent 446 square metres, held by T35284/1990, situated at 10 Belmont Avenue, Lansdowne, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, bathroom/shower/toilet, garage and room.
 2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
 4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.
- Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0501/106036/gl.)

Case 3992/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

ABSA Bank Limited, trading as United Bank, *versus* **Moonsamy Marie**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 21 September 1994 at 10:00, to the highest bidder:

Erf 996, Schaapkraal, in extent 369 square metres, held by T15488/1989, situated at 13 Pearl Street, Pelican Park, Schaap Kraal, 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. D9U1332/104347/gl.)

Case 1608/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Rashaad Bardin**

The following property will be sold in execution at the site of the property, 7 Dexter Close, Westridge, Mitchells Plain, Western Cape, on Thursday, 22 September 1994 at 10:00, to the highest bidder:

Erf 6366, Mitchells Plain, in extent 252 square metres, held by T61208/1993, situated at 7 Dexter Close, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0055/104296/gl.)

Case 7/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Hendrik Cornelis Thierzen** and **Catharina Maria Thierzen**

The following property will be sold in execution at the site of the property, 10 Vrede Street, Wolseley, Western Cape, on Friday, 23 September 1994 at 10:00, to the highest bidder:

Erf 472, Wolseley, in extent 952 square metres, held by T27924/1992, situated at 10 Vrede Street, Wolseley, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/shower, toilet and two garages.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D3U0725/104496/gl.)

Case 890/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Louis Matthys van Zyl**

The following property will be sold in execution at the site of the property, Erf 154, Van Dyksbaai, Kabeljou Street, Van Dyksbaai, Western Cape, on Friday, 16 September 1994 at 11:00, to the highest bidder:

Erf 154, Van Dyksbaai, in extent 577 square metres, held by T29843/1991, situated at Erf 154, Van Dyksbaai, Kabeljou Street, Van Dyksbaai, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/kitchen, dining-room, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1022/103123/gl.)

Case 8254/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Eigsuan Hoosain**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 19 September 1994 at 10:00, to the highest bidder:

Erf 550, Weltevreden Valley, in extent 321 square metres, held by T96562/1993, situated at 7 Elland Street, The Leagues, Weltevreden Valley, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D4U0216/106242/gl.)

Case 2392/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Andries Jan van der Merwe**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 19 September 1994 at 10:00, to the highest bidder:

Erf 25273, Mitchells Plain, in extent 185 square metres, held by T38216/1991, situated at 7 Delphinium Street, Lentegeur, Mitchells Plain, 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 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. D4U0095/104436/gl.)

Case 9215/93

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

In the matter between **D. V. Henry**, Judgment Creditor, and **G. J. J. Jacobs** and **L. A. Jacobs**, Judgment Debtors

In execution of the Judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held on Tuesday, 20 September 1994 at 12:00, at the site of the following immovable property:

Erf 81453, Cape Town, in the Local Area of Retreat, Division Cape, in extent 495 (four hundred and ninety five) square metres, held by Defendant in terms of Deed of Transfer T37438/1992, also known as 5 Second Avenue, Retreat comprising one brick dwelling consisting of \pm two bedrooms, bathroom, kitchen, lounge, living-room, garage, granny flat consisting of two rooms and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subjects 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-guaranteed cheque and immediately after the property is declared sold. The balance of the purchase price together with the interest thereon at the ruling bank's or building society's rate (as the case may be) shall be paid against registration of transfer. Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3. All the amounts mentioned in paragraph 2 above are to be delivered within fourteen (14) days of the date of sale to the Judgment Creditor's attorneys by means of a bank or building society's guarantee acceptable to the Judgment Creditor's attorneys.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg, at 7 Electric Road, Wynberg.

Dated at Wynberg.

Terence Rex, First Floor, Union Chambers, Church Street, Wynberg. (Ref. JCLE/CW/14015.)

Saak 2122/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Natal Bouvereniging Beperk**, Eiser, en **A. W. Joubert**, Eerste Verweerder, en **I. R. Joubert**, Tweede Verweerder

Ingevolge uitspraak van die Landdroshof van Mosselbaai en lasbrief vir eksekusie teen goed, sal die ondervermelde eiendom op 21 September 1994 om 10:00, te Erf 11027, Mosselbaai (hoek van Koningklip en Snoekstraat, Mosselbaai), aan die hooste bieder verkoop word, naamlik:

Erf 11027, Mosselbaai, groot 745 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.
2. Die koopprys sal betaalbaar wees teen betaling van tien persent (10%) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 17,20% (sewentien komma twee nul persent) per jaar tot datum van registrasie van transport, sal binne een-en-twintig (21) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
3. Die volgende verbeterings beweer op die eiendom te wees: Die eiendom is onverbeter.
4. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Montaguststraat 99, Mosselbaai, en by die kantore van die Eksekusieskuldeiser se prokureurs te Kerkstraat 10, Mosselbaai, nagesien word asook te Louis van Rensburg Veilings en Eiendomme, White House, Courtenaystraat, George.

Gedateer te Mosselbaai hierdie 17de dag van Augustus 1994.

A. P. Deacon, vir Rauch-Gertenbach, Kerkstraat 10, Posbus 132, Mosselbaai.

Saak 1716/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Floors le Roux**, Eerste Verweerder, en **Katrien le Roux**, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 15 Junie 1994, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 16 September 1994 om 10:00, op die perseel van die Verweerders, naamlik:

Erf 4597, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot eenduisend tweehonderd en twee (1 202) vierkante meter, gehou kragtens Transportakte T73279/93, ook bekend as Reserwestraat 61, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshof, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.
2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sit-/eetkamer, vier slaapkamers, twee badkamers, toilet, kombuis, buitekamer met buite toilet, motorhuis en motorafdek.
3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.
4. *Voorwaardes:* Die volledige voorwaardes welke onmis: Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van die Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 19de dag van Augustus 1994.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Saak 606/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusieskuldeiser, en **Koos Febana**, Eerste Eksekusieskuldenaar, en **Joan Febana**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 22 Maart 1994, en daaropvolgende lasbrief vir eksekusie gedateer 22 Maart 1994, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 21 September 1994 om 10:00, te Antelopestraat 8, Pacaltsdorp:

Erf 592, Pacaltsdorp, in die munisipaliteit van Pacaltsdorp, afdeling George, groot 1 128 (eenduisend eenhonderd agt-en-twintig) vierkante meter, geleë te Antelopestraat 8, Pacaltsdorp, en bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, stort, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 36A, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, CJ Langenhovenweg, George.

Saak 6829/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **A. V. Rhode**, Verweerder

Ingevolge 'n vonnis van die landdroshof te Kuilsrivier, gedateer 20 Julie 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Windsorweg 13, Northpine, Brackenfell, per publieke veiling te koop aangebied op 30 September 1994 om 11:45:

Erf 6643, Brackenfell, ook bekend as Windsorweg 13, Northpine, Brackenfell, afdeling Stellenbosch, groot 402 vierkante meter, gehou kragtens Transportakte T18525/87.

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% (vyftien komma vyf-en-twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstalige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 17 Augustus 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ERN402.)

Case 14892/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Franscina Fry**, Plaintiff, and **Hajee Jameela Davids**, 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 55 Eighth Street, Kensington, on Thursday, 15 September 1994 at 12:30, of the above-mentioned 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. Erf 22158, Kensington, in die Division of Cape Town, known as 55 Eighth Street, Kensington.

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, 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 Goodwood this 16th day of August 1994.

Heyns & Partners Inc., Plaintiff's Attorneys, 168 Vasco Boulevard, Goodwood, 7460. [Tel. (021) 591-5211.] [Ref. A. Z. Van der Merwe/st.]

Case 14892/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Franscina Fry**, Plaintiff, and **Hajee Jameela Davids**, 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 52 Eighth Street, Kensington, on Thursday, 15 September 1994 at 11:30, of the above-mentioned 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. Erf 22129, Kensington, in the Division of Cape Town, known as 52 Eighth Street, Kensington.

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, 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 Goodwood this 16th day of August 1994.

Heyns & Partners Inc., Plaintiff's Attorneys, 168 Vasco Boulevard, Goodwood, 7460. [Tel. (021) 591-5211.] (Ref. A. Z. Van der Merwe/st.)

Case 14892/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **Franscina Fry**, Plaintiff, and **Hajee Jameela Davids**, 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 2A Burns Way, Salt River, on Thursday, 15 September 1994 at 10:30, of the above-mentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town.

a. Erf 15591, Salt River, in the Division of Cape Town, known as 2A Burns Way, Salt River.

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, 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 Goodwood this 16th day of August 1994.

Heyns & Partners Inc., Plaintiff's Attorneys, 168 Vasco Boulevard, Goodwood, 7460. [Tel. (021) 591-5211.] (Ref. A. Z. Van der Merwe/st.)

Saak 4982/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Despatch**, Eiser, en **B. I. Bezuidenhout**, Verweerder

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 11 Augustus 1993, sal die Balju vir die Landdroshof voor die ingang van die Hof op Uitenhage verkoop op Donderdag, 22 September 1994 om 11:00, die eiendom bekend as:

Erf 3300, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 1 017 (eenduisend-en-sewentien) vierkante meter, gehou kragtens Transportakte T23943/73.

Voorwaardes:

1. Verkoop sonder behoud en voetstoots.

2. Koopsom betaalbaar kontant of behoorlike waarborg.

3. Besitname volgens onderlinge reëlins.

4. Die volledige voorwaardes is ter insae by die kantore van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

Gedateer te Despatch op hierdie 12de dag van Augustus 1994.

Conradie Campher & Kirsten, Prokureurs vir Eiser, Hoofstraat 20, Posbus 12, Despatch.

Saak 5303/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Despatch**, Eiser, en **M. A. de Vries**, Verweerder

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 2 Augustus 1993, sal die Balju vir die Landdroshof voor die ingang van die hof op Uitenhage verkoop op Donderdag, 22 September 1994 om 11:00, die eiendom bekend as:

Erf 2752, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 841 (agthonderd een-en-veertig) vierkante meter, gehou kragtens Transportakte T409/59.

Voorwaardes:

1. Verkoop sonder behoud en voetstoots.

2. Koopsom betaalbaar kontant of behoorlike waarborg.

3. Besitname volgens onderlinge reëlins.

4. Die volledige voorwaardes is ter insae by die kantore van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

Gedateer te Despatch op hierdie 12de dag van Augustus 1994.

Conradie Campher & Kirsten, Prokureurs vir Eiser, Hoofstraat 20, Posbus 12, Despatch.

Saak 5305/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Despatch**, Eiser, en **Deskay Investments (Pty) Ltd**, Verweerder

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 17 Augustus 1993, sal die Balju vir die Landdroshof, Uitenhage, die ondervermelde persele by Onze Janlaan, Despatch, verkoop op Woensdag, 21 September 1994 om 11:00:

Erf 4383, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 848 (agthonderd vier-en-tagtig) vierkante meter;

Erf 4384, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 848 (agthonderd agt-en-veertig) vierkante meter;

Erf 4385, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 801 (agthonderd-en-een) vierkante meter;

Erf 4386, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 803 (agthonderd-en-drie) vierkante meter;

Erf 4387, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 1 219 (eenduisend tweehonderd en negentien) vierkante meter;

Synde die onderverdeelde persele van Erf 1420, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 2,0370 (twee komma nul drie sewe nul) vierkante meter (800 dum).

Voorwaardes:

1. Verkoop sonder behoud en voetstoots.
2. Koopsom betaalbaar kontant of behoorlike waarborg.
3. Besitname volgens onderlinge reëlings.
4. Die volledige voorwaardes is ter insae by die kantore van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

Gedateer te Despatch op hierdie 12de dag van Augustus 1994.

Conradie Campher & Kirsten, Prokureurs vir Eiser, Hoofstraat 20, Posbus 12, Despatch.

Saak 5294/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Despatch**, Eiser, en **G. Marais**, Verweerder

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 3 Augustus 1993, sal die Balju vir die Landdroshof voor die ingang van die hof op Uitenhage verkoop op Donderdag, 22 September 1994 om 11:00, die eiendom bekend as:

Erf 4479, Despatch, geleë in die Munisipaliteit van Despatch, afdeling van Uitenhage, groot 704 (sewehonderd en vier) vierkante meter, gehou kragtens Transportakte T21082/86.

Voorwaardes:

1. Verkoop sonder behoud en voetstoots.
2. Koopsom betaalbaar kontant of behoorlike waarborg.
3. Besitname volgens onderlinge reëlings.
4. Die volledige voorwaardes is ter insae by die kantore van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

Gedateer te Despatch op hierdie 12de dag van Augustus 1994.

Conradie Campher & Kirsten, Prokureurs vir Eiser, Hoofstraat 20, Posbus 12, Despatch.

Case 6498/91

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

In the matter between **The Municipality of Despatch**, Plaintiff, and **R. J. Murphy**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage, dated 12 December 1991, the following property will be sold in execution on 22 September 1994, in front of the Magistrate's Court, at 11:00, to the highest bidder, without reserve, subject to the terms of the title deed, in so far as applicable, which conditions of sale will be read by the Sheriff of the Magistrate's Court, Uitenhage, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

Erf 814, Despatch, situated in the Municipality of Despatch, Division of Uitenhage, measuring 793 (seven hundred and ninety-three) square metres, held in terms of Deed of Transfer T17693/1983.

Terms:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.
4. Full conditions of the sale are for inspection at the Offices of the Sheriff of the Magistrate's Court, 12 Stockenstroom Street, Uitenhage.

Dated at Despatch on this the 12th day of August 1994.

Conradie Campher & Kirsten, Attorneys for the Plaintiff, 20 Main Street, P.O. Box 12, Despatch.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Standard Bank of S.A. Limited**, Plaintiff/Judgment Creditor, and **Hermanus Jacobus Smidt**,
First Defendant/Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate at Wynberg and writ of execution dated 16 March 1994, the following will be sold in execution on Tuesday, 11 October 1994 at 10:00, at the property thereby attached being 14 Liner Close, Strandfontein, Cape, to the highest bidder the property being more fully described as:

Erf 11055, Mitchells Plain, in the Municipality of Cape Division, Cape, in extent three hundred and ninety-two (392) square metres, held by Defendant under Deed of Transfer T8058/93, also known as 14 Liner Close, Strandfontein, Cape.

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:

Consisting of a single dwelling with brick walls under a tile roof comprising four bedrooms, lounge, kitchen, toilet, bathroom and garage.

2. *Terms:* The purchase price shall be paid as ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Auctioneer or Sheriff for 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, 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 Court, Mitchells Plain.

Dated at Athlone this 17th day of August 1994.

H. Mohamed & Associates, Plaintiff's Attorneys, NRB House, 42 Old Klipfontein Road, Athlone. (Ref. Coll/sg15/55246/94.)

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

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **Wayne Baden Jacobs**, First Defendant, and **Angeleen Grace Jacobs**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Wynberg, and writ of execution dated 22 February 1994, the following will be sold in execution on Thursday, 22 September 1994 at 12:00, at the property thereby attached being 20 Gross Street, Athlone, Cape, to the highest bidder the property being more fully described as Erf 40965, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent six hundred and fifty-four (654) square metres, held by Defendant under Deed of Transfer T52790/93, also known as 20 Gross Street, Athlone, Cape.

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:

Consisting of a single dwelling with brick walls under a tile roof comprising four bedrooms, lounge, kitchen, toilet, bathroom and garage.

3. *Terms:* The purchase price shall be paid as ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff for 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, 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 Court, Wynberg.

Dated at Athlone this 17th day of August 1994.

H. Mohamed & Associates, Plaintiff's Attorneys, NRB House, 42 Old Klipfontein Road, Athlone. (Ref. Coll/sg15/55246/94.)

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

ABSA Bank Limited, trading as United Bank, *versus* **Andre Pierre de Villiers**

The following property will be sold in execution by public auction held at 20 Ray Court, Hofmeyer Street, Parow, to the highest bidder on 22 September 1994 at 11:00:

Unit comprising Section 12, and its undivided share in the common property in the Ray Hof Sectional Title Scheme, in extent 54 (fifty-four) square metres, held by Certificate of Registered Sectional Title ST8567/93, situated at 20 Ray Court, Hofmeyer Street, Parow.

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 flat consisting of lounge, kitchen, bedroom and bathroom/toilet.

3. *Payment*: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this the 15th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 527/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Boland Vleismark**, Vonnisskuldeiser, en **Ferdinand Anton Jacobs**, Vonnisskuldenaar

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 21 September 1994 om 10:00, aan die hoogste bieder verkoop word:

Erf 11552, Worcester, geleë te Van Huyssteenlaan 78, Worcester, in die munisipaliteit en afdeling Worcester.

Groot: 331 (driehonderd een-en-dertig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

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

Gedateer te Worcester op die 19de dag van Augustus 1994.

De Vries & Krouwkam, Prokureurs vir Eiser, Russelstraat 91, Worcester, 6850.

NATAL

Case 10894/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Investec Merchant Bank Limited**, Judgment Creditor, and **Hanrijan Madanlal**, First Judgment Debtor, **Prem Madanlal**, Second Judgment Debtor, and **Dhanraj Madanlal**, Third Judgment Debtor

In pursuance of judgment granted on 21 December 1992, against the Judgment Debtor 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 09:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being Subdivision 24 (of 3) of Lot 89, Ottawa, situated on the Development Area of Ottawa and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 284 (one thousand two hundred and eighty-four) square metres.

Postal address: Munn Road, opposite Jhugroo School.

Improvements: Vacant land.

Held by the Defendant in his name under Deed of Grant T2995/92.

Nothing above is guaranteed.

Terms: The sale shall be subject to the following terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum calculated and capitalised monthly in advance, to the Execution Creditor at the applicable rate on the respective amounts of the awards to the Execution Creditor in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Umhlanga Rocks this 15th day of August 1994.

A. J. M. Pearse, for Berkowitz Kinkel Cohen Wartski Greemberg, c/o Gavin Gow & Co., Suite 15, First Floor, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320. (Ref. COLLS/CV/P282.)

Case 12340/94

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 **James Eloff Pieter Woudberg**, 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, 16 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:

Remainder of Subdivision 5 (of 2) of Lot 426, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 3 795 (three thousand seven hundred and ninety-five) square metres, situated at 423A Alexandra Road, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T20943/88.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: Vacant land.

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 11th day of August 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 12342/94

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 **James Eloff Pieter Woudberg**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 20 June 1994, the immovable property listed hereunder will be sold in execution on Friday, 16 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 10 of Lot 2305, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 767 (seven hundred and sixty-seven) square metres, situated at 51 Pietermaritz Street, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T5504/94.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A double storey dwelling constructed of brick, comprising of lounge, dining-room, kitchen, six bedrooms, two bathrooms, two w.c.'s, two servants' rooms, two stores 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 11th day of August 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 12343/94

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 **James Eloff Pieter Woudberg**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 20 June 1994, the immovable property listed hereunder will be sold in execution on Friday, 16 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 6 (of 5) of Lot 426, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 403 (one thousand four hundred and three) square metres, situated at 423 Alexandra Road, Bisley Valley, Pietermaritzburg.

Held by Judgment Debtor under Deed of Transfer T13427/89.

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 corrugated iron roof, comprising lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower and two w.c.'s, and two carports and a swimming-pool.

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 11th day of August 1994.

Venn, Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 55623/91

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

In the matter between **Allied Building Society Limited**, (Reg. No. 87/02375/06), Plaintiff, and **Rajendra Manilall Garibdass**, First Defendant, and **Dhanwanthie Garibdass**, Second Defendant, and **Ajit Manilall**, Third Defendant

In pursuance of a judgment granted on 11 February 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 23 September 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: A certain piece of land being Lot 5404, Verulam (Extension 44), situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 980 square metres.

Postal address: 14 Colchester Road, Parkgate, Ottawa, Verulam.

Improvements: Vacant land.

Town planning zoning: Special residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.
(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.
3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

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

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL1719.)

Case 7052/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Jagdish Ootam Maharaj**, Plaintiff, and **Devanathan Govender**, Defendant

In pursuance of a judgment granted on 27 November 1989, 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 16 September 1994 at 10:00, or so soon thereafter as possible at the front entrance to the Magistrate's Court Building at Couper Street, Stanger:

Description: Lot 2203, Tongaat, situated in the Township of Tongaat Administrative District of Natal, in extent seven hundred and one (701) square metres.

Postal address: 6 Burbreeze Drive, Tongaat.

Improvements: Brick and tile dwelling consisting of three bedrooms, lounge and dining-room, combined, kitchen, toilet and bathroom.

Town planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guaranteed to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.
 2. The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum calculated and capitalized monthly in advance to the Judgment Creditor and to the bondholder/s (if any) at the applicable rate on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.
 3. Transfer shall be affected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer dues current rates and other necessary charges to effect transfer, upon request by the said attorneys.
 4. The property and the improvements thereon are sold voetstoots and without any warranties.
 5. The full conditions of sale may be inspected at the offices of the Sheriff for the Lower Tugela, Stanger at Couper Street or at our offices at First Floor, 337 Main Road, Tongaat.
- Dated at Tongaat on this 4th day of August 1994.
- Krish Naidoo, Haricharan and Company, Plaintiff's Attorneys, First Floor, 337 Main Road, Tongaat, c/o First Floor, 31 Groom Street, Verulam. (Ref. Mr R. Govender/Mr Rampersad/SR/M479.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Stanley Paul Khumalo**, Execution Debtor

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the above-mentioned suit, a sale will be held by the Sheriff, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 23 September 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

The property is described as: Ownership Unit 1589, in extent five hundred and sixty-two (562) square metres, situated in the Township of kwaMashu-F, in the County of Victoria, represented and described on General Plan PB2/1985, held under Deed of Grant G1866/86.

Street address: Unit 1589, kwaMashu-F, kwaMashu.

Improvements: A brick under tile house with water and lights consisting of three bedrooms, lounge, kitchen, dining-room and toilet with bathroom.

Zoning: Special residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 12th day of August 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 537/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06) trading as Allied Bank, Plaintiff, and **Rungadharan Konda Reddy**, First Defendant, and **Logambal Reddy**, Second Defendant

In pursuance of a judgment granted on 4 March 1994 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 September 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 5251, Verulam Extension 44, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent (894) eight hundred and ninety-four square metres, street address 92 Colchester Crescent, Verulam.

Improvements: Brick under tile dwelling, comprising of two bedrooms with two en-suites, kitchen, lounge, dining-room, toilet and bathroom with water and lights.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special Privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 22nd day of July 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22441/JR.)

Case 1880/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Allied Building Society Limited**, Plaintiff, and **Muthusamy** First Defendant, married in community of property to **Amarapethy**, Second Defendant

In pursuance of a judgment granted on 7 July 1988, in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 23 September 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam.

Description: A certain piece of land being Lot 3337, Tongaat Extension 26, situated in the Township of Tongaat, Administrative District of Natal, in extent 326 square metres, postal address 117 Sastri Circle, Belvedere, Tongaat, Natal.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, bathroom and toilet, separate toilet.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, Value-Added Tax, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, Natal, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

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

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL1055.)

Case 2738/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Thabani Jeremia Zikhali**, Defendant

In pursuance of a judgment granted on 12 July 1993, 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 11:00, to be held at the front steps, Magistrate's Office, Empangeni.

1. (a) *Deeds office description:* Ownership Unit No. B-143, situated in the Township of Ngwelezane, District of Enseleni, in extent 375 (three hundred and seventy-five) square metres.

1. (b) *Street address:* Ownership Unit B-143 Ngwelezane Township.

1. (c) *Property description (not warranted to be correct):* Single storey brick under asbestos roof dwelling comprising of bedroom, dining-room, kitchen and outside toilet. The property is fully electrified and on main sewerage.

1. (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, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Nyala Park, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

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

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr De Ridder/05/K600/349(349/93).

Case 89/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Protus Thembinkosi Mcambi**, Defendant

In pursuance of a judgment granted on 19 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 23 September 1994 at 10:00, to be held at the Magistrate's Office, Reinhold Street, Melmoth:

1. (a) *Deeds office description:* Ownership Unit D755, situated in the Township of Ulundi, District of Mahlabatini, in extent 450 (four hundred and fifty) square metres.

1. (b) *Street address*: Unit D755, Unlundi Township.
 1. (c) *Property description (not warranted to be correct)*: Single storey block under tiled roof dwelling comprising of lounge, dining-room, kitchen, two bedrooms and two bathrooms. The property is fully electrified and on main sewerage.
 1. (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, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.
 3. The sale shall be by public auction without reserve to the highest bidder.
- Dated at Empangeni on this the 1st day of August 1994.
- Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr De Ridder/05/K599/719.)

Case 2758/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Alick Piyarilall**, First Defendant, and **Mrs Zelda Piyarilall**,
Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1, at the Magistrate's Court, Moss Street, Verulam, on 16 September 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 568, Westham, situated in the City of Durban, Administrative District of Natal, in extent two hundred and ninety-two (292) square metres, which property is physically situated at 35 Westham Drive, Westham, Phoenix, 4068, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T31493/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and double garage.

Zoning: The property is zoned for special Residential purposes and enjoys no special consents.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18 (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 5th day of August 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/U016/033316/Mrs Chelin.)

Case 4029/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Gabriel Boysie Tembe**, 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 16 September 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit BB1264, in the Township of Umlazi, District of Umlazi, Natal, in extent of 675 (six hundred and seventy-five) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit BB1264 in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the office of Austen Smith, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

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

Austen Smith, Plaintiff's Attorney, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. GRA/jh/50/K0165/C3.)

Case 1678/94

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sibusiso Wellington Mthembu**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 3 May 1994, the undermentioned property will be sold in execution on 21 September 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site House 4933, Unit D, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed-cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle on this the 19th day of August 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S. A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 34070/94
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 **Afmin Properties CC** (No. CK 89/19217/23), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, Courthouse Road, Port Shepstone, on 23 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, Port Shepstone, 20 Riverview, Road, Sunwich Port, Port Shepstone, prior to the sale:

Certain Section 19, as shown and more fully described on Section Plan SS156/1983 in the scheme known as Lot 31 Units in respect of the land and building or buildings situated at San Lameer, being 3119, Lot 31 Unit, San Lameer.

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, being

Measuring 125 (one hundred and twenty-five) square metres.

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

A duplex flat with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, two separate toilets, store-room, three bedrooms and two bathrooms, with outbuilding with similar construction comprising of carport. The common property comprising of five servants' rooms, two toilets, laundry, thirty-one carports and braai area.

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 the 5th day of August 1994.

B. W. Webber, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Street, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/A.91.)

Case 21562/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Gerhard Gopfert**, First Execution Debtor, and **Mrs Gugu Rose Gopfert**, Second Execution Debtor

In pursuance of a judgment granted on 24 May 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 29 September 1994 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description: A certain unit being:

(a) Section 131, as shown and more fully described on Sectional Plan SS139/1981 in the scheme known as Bryanston Heights, in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the sectional plan is 98 (ninety-eight) square metres in extent; and

(b) and 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: 1301 Bryanston Heights, 169 Berea Road, Durban, 4001.

Improvements: Brick under reinforced concrete dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet and bathroom/toilet/shower.

Town planning: Zoning: General 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, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

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

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (DOCEX 71). [Tel. (031) 304-7614/5.] (Ref. CMK/072/033001/Mrs Chetty.)

Case 13476/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Krishna Naidoo**, First Defendant, and **Murimma Naidoo**, Second Defendant

In pursuance of a judgment granted on 16 June 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 September 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 5547, Verulam Extension 46, situated in the Borough of Verulam, and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent 671 (six hundred and seventy-one) square metres and held under Deed of Transfer T10468/91.

Street address: 17 Kensington Close, Ottawa.

Improvements: Brick under tiled dwelling with water and lights, comprising of three bedrooms, lounge, open plan kitchen and dining-room, toilet, bathroom fully fenced and with wire mesh. 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 respect.

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 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 and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District 2, Suite 7, Foresum Centre, 314 old Main Road, Tongaat.

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

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21935/JR.)

Case 12089/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Anwar Osman**, First Defendant, and **Shariffa Bibi Osman**, Second Defendant

In pursuance of a judgment granted 14 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:

1. Remainder of Lot 316, Verulam, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres; and

2. Subdivision 1 of Lot 315, Verulam, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 506 (five hundred and six) square metres.

Held under Deed of Transfer T20880/92.

Both of the aforesaid properties have the same street address, namely 35 Russom Street, Verulam.

Improvements: Lot 316, Verulam.

Main building: Brick under tile consisting of three bedrooms, kitchen, lounge, dining-room, toilet and bathroom and toilet and bathroom.

Outbuilding: Brick under tile consisting of two bedrooms with en-suite, kitchen, lounge and toilet and bathroom.

Basement: Consisting of bedroom and toilet.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 2nd day of August 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban.
(Ref. Z20465/JR.)

Case 3087/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Hoosen Mahomed**, First Defendant, **Sajida Bee Bee Mahomed**, Second Defendant, and **Zafrullah Khan**, Third Defendant

In pursuance of a judgment granted 3 May 1994 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 September 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 945, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent 504 (five hundred and four) square metres.

Street address: 102 Cornfield Crescent, Earlsfield, Newlands West.

Improvements: Brick under tile, water and lights, two bedrooms, kitchen, lounge, toilet and bathroom.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, 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 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 29th day of July 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban.
(Ref. Z24502/JR.)

Case 16431/93

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

In the matter between NBS Bank Limited, Plaintiff, and G. Ramlakan, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 19 August 1993, the following immovable property will be sold in execution on Friday, 30 September 1994 at 11:00, at the Magistrate's Court, Bell Street, Greytown, to the highest bidder:

Subdivision 1 of Lot 479, Greytown, situated in the Borough of Greytown, Natal, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 66 Sargeant Street, Greytown, Natal, which property consists of land improved by a single storey dwelling-house under brick and tile, comprising three bedrooms, bathroom, w.c., lounge, dining-room, kitchen, scullery, garage, separate carport and outside w.c.

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, Greytown, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Magistrate's Court, Bell Street, Greytown, 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 15th day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Petorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 3954/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Geloftepark (Eiendoms) Beperk, First Defendant, and Marthinus Christoffel Henning Lombaard, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 14 March 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, Natal, on Thursday, 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 his office at 5 Poort Road, Ladysmith, Natal, namely:

Subdivision 10, of Lot 2306, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent one comma five two seven seven (1,5277) hectares, which property is physically situated at Clarendon Road, Ladysmith, Natal, and which property is held by the above-named First Defendant under and by virtue of Certificate of Registered Title CRT23543/1986.

Improvements: Without constituting a warranty of any nature, the property is a vacant land.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

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

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 52297/93

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

In the matter between **Davenport Square Body Corporate**, Execution Creditor, and **N. C. J. Basson**, Execution Debtor

In pursuance of a judgment granted on 17 September 1993, in the Magistrate's Court, for the District of Durban, held at Durban, and a writ of Execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 16 September 1994 at 14:00, in front of the Magistrate's Court, Sontseu Road Entrance, Durban:

Description: Section 77, as shown and more fully described on Sectional Plan 193/1992, in the building or buildings known as Davenport Square, situated at Durban, of which the floor area, according to the said sectional plan is 56 square metres, and an undivided share in the common property in the scheme apportioned to the said sectional in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST13058/1992.

Street address: Flat 607, Davenport Square, 89 Davenport Road, Durban.

Improvements: One unit comprising of lounge, bedroom, kitchen with floor cabinets, bathroom, toilet and basin, balcony, d.c. water and lights.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100,00) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 21,75% (twenty-one comma seven five per cent) per annum to the bondholder, Standard Bank of South Africa Ltd, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 16th day of August 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. W. J. Broome.)

Case 1403/94

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Sibusiso Richard Ndlovu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants, will be sold in execution on 16 September 1994 at 12:00, at the main South entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 1403, Unit J, in the Township of Umlazi, District of Umlazi, Natal, in extent of 407 (four hundred and seven) square metres, represented and described on Deed of Grant 1085/177.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1403, Unit J, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction 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 9th day of August 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0212/B4.)

Case 1385/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nomini Charlotte Mseleku**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants, will be sold in execution on 16 September 1994 at 12:00, at the main South entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 428, Unit P, in the Township of Umlazi, District of Umlazi, Natal, in extent of 348,4 (three hundred and forty-eight comma four) square metres, represented and described on Deed of Grant 2316/71.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 428, Unit P, in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmlesley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 9th day of September 1994.

Austen Smith, Plaintiff's Attorney, Warmlesley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. RNS/jh/04/K0077/94.)

Case 1400/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mark Nehemia Thulani Nhlanhla Buthelezi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendants, will be sold in execution on 16 September 1994 at 12:00, at the main South Entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 646 Unit P, in the Township of Umlazi, District of Umlazi, Natal, in extent of 3 500 (three thousand five hundred) square metres, represented and described on Deed of Grant 1678/191.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 646, Unit P, in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 9th day of August 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0211/B4.)

Case 166/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Small Business Development Corporation Limited**, Plaintiff, and **Josephina Khayelihle Cele**, First Defendant, and **Mkhohlidwa Ambrose Cele**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Port Shepstone, in the above-mentioned case, and by virtue of a warrant of execution issued thereon, the following immovable property will be sold by public auction to the highest bidder at the Magistrate's Court, Port Shepstone, on Wednesday, 23 September 1994 at 10:00:

Unit A758, Gamalakhe Township, Port Shepstone, situated in the Township of Gamalakhe, District of Izotsha, and in the Southern Natal Joint Service Board Area, Administrative District of KwaZulu, Natal, in extent of 471 square metres (four hundred and seventy-one square metres).

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Unit A758, Gamalakhe Township, Port Shepstone. Upon the property is a house under brick and tile consisting of double garage without doors, kitchen, lounge, dining-room, two bedrooms, bathroom, bedroom and bathroom on suit.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the 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 Court, Magistrate's Court, Port Shepstone, KwaZulu, 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 Port Shepstone this 15th day of August 1994.

Mortinson, Stopper & Co., Plaintiff's Attorneys, 3 Bazley Street, Port Shepstone. (Ref. GH/dg/L402.)

Saak 9963/94

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Gerhardt van Aswegen**, Eerste Verweerder, en **Engela Jacoba van Aswegen**, 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, 23 September 1994 om 10:00, deur die Balju vir die Hooggeregshof Durban-Suid, gehou by die Hooggeregshof, Mosaniciaan, Durban, aan die hoogste bieder:

Subafdeling 3503, Kingsburgh-uitbreiding 15, geleë in die munisipale gebied Kingsburgh, en in die Port Natal-Ebhodwe Gesamentlike Diensteraad Area, administratiewe distrik Natal, groot 1 123 (eenduisend eenhonderd drie-en-twintig) vierkante meter, gehou kragtens Akte van Transport T4514/92, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte en die voorbehoud teen vrye vervreemding ten gunste van die plaaslike owerheid.

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

Straatadres: Berriolaan 67, Kingsburgh, Natal.

Verbeteringe: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, stort, motorhuis 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 Durban-Suid, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Durban-Suid, Lejaton 101, St George'sstraat 40, Durban.

Geteken te Pretoria op die 11de dag van Augustus 1994.

F. M. Nel, vir Truter & Wessels, Prokureur vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1240/RE.)

Case 577/94

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

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **M. M. Mncwango**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 14 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Thursday, 22 September 1994 at 11:00, in front of the Magistrate's Court, Vryheid:

Lot 1188, Bhokuzulu, situated in the Administrative District of Vryheid, in extent three hundred and one (301) square metres held by virtue of Certificate of Registered Grant of Leasehold 1156/88.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Semi face brick-house with tile roof comprising one lounge and dining-room, kitchen, three bedrooms, bathroom, w.c. and garage.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Vryheid on 22 September 1994 at 11:00, at the Magistrate's Court, Vryheid.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Vryheid.

Dated at Ladysmith this 23rd day of August 1994.

Maree & Pace, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0280.)

Case 1927/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Town Council of the Borough of Stanger**, Applicant, and **The Registered Owners of various immovable properties situated within the Applicant's Area of Jurisdiction**, Respondent

Be pleased to take notice that pursuant to an Order of the above Honourable Court dated 22 June 1994, in the above-mentioned case, the immovable properties described below shall be sold in execution by the Sheriff of the Supreme Court for the District of Stanger-Lower Tugela, on Friday, 23 September 1994, commencing at 10:00, at the front entrance of the Magistrate's Court, Cooper Street, Stanger, with the sale of the first property mentioned in the schedule below and thereafter on the conclusion of each sale the sale of the next property on the schedule shall commence:

And be pleased to take notice further that the conditions of sale may be inspected at the Offices of the Sheriff of the Supreme Court for the District of Stanger-Lower Tugela, 116 Cooper Street, Stanger, and at the offices of the Applicant's attorneys of record, Shepstone & Wylie Tomlinson, 199 Pietermaritzburg Street, Pietermaritzburg, Natal.

The property which is to be put up for sale by public auction as aforesaid and the name of the registered owners of such properties are set forth as follows below:

Name of registered owner	Description of property	Street address of property
Van Heerden, D. W. J. & W. E.	Lot 192	137 Balcomb Street.
Latchmy Mrs	Lot 295	10 Jacaranda Street.
Zietsman, J. H. and one other	Lot 314	34 Russell Street.
Du Casse, C. N.	Lot 316	30 Russell Street.
Gangai Sabitha Devi	Lot 410	16 Flamboyant Drive.

<i>Name of registered owner</i>	<i>Description of property</i>	<i>Street address of property</i>
Munsami, R. and Y.	Lot 558, Subdivision 1	6 Second Street.
Venketsamy	Lot 732	20 Court Road.
Guman, A. and I. and Badul	Lot 735	3 Byrne Road.
Guman, A. and I. and Badul	Lot 740	2 Court Road.
Punanwathee	Lot 759, Remainder	21 King George Road.
Moodley V. S.	Lot 778	30 King George Road.
Latchoomanan	Lot 819	3 Clarke Road.
Rampersad, D. and R. and M.	Lot 868, Remainder	Off by-pass.
Estate Late Nagappen and Other	Lot 878, Subdivision 7	Stanger.
Desai Abdul P. C.	Lot 964, Subdivision 1	Hibiscus Road.
Naidoo, R. M.	Lot 1069	3 Tasneen Road.
Moodley, T. V. and other	Lot 1097	11 Devshi Road.
Naidoo Subba and Indrani	Lot 1101	3 Devshi Road.
Naicker, K. M.	Lot 1104	54 Greyridge Drive.
Homeview Estates (Pty) Ltd	Lot 1153, Extension 13	Stanger.
Homeview Estates (Pty) Ltd	Lot 1154	Stanger.
Hassim, A. O.	Lot 1156	Stanger.
Homeview Estates (Pty) Ltd	Lot 1157	Stanger.
Homeview Estates (Pty) Ltd	Lot 1158	Stanger.
Homeview Estates (Pty) Ltd	Lot 1160	Stanger.
Homeview Estates (Pty) Ltd	Lot 1162	Stanger.
Hassim, A. O.	Lot 1163	Stanger.
Homeview Estates (Pty) Ltd	Lot 1164	Stanger.
Homeview Estates (Pty) Ltd	Lot 1165	Stanger.
Homeview Estates (Pty) Ltd	Lot 1166	Stanger.
Homeview Estates (Pty) Ltd	Lot 1168	Stanger.
Homeview Estates (Pty) Ltd	Lot 1170	Stanger.
Ismail Family Trust	Lot 1171	Stanger.
Homeview Estates (Pty) Ltd	Lot 1173	Stanger.
Homeview Estates (Pty) Ltd	Lot 1174	Stanger.
Homeview Estates (Pty) Ltd	Lot 1176	Stanger.
Homeview Estates (Pty) Ltd	Remainder Extent 13	Stanger.
Naidoo, V. C.	Lot 1179	3 Beatrice Street.
Singh J. R. and V.	Lot 1202	39 North Street.
Naidoo, S. P.	Lot 1229	33 North Street.
Moodley, A. P.	Lot 1387	12 Violet Street.
Naicker Ellappen	Lot 1500	26 Tulip Road.
Shioparsadh B and D	Lot 1519	59 Tulip Road.
Naidoo, D. V.	Lot 1539	19 Tulip Road.
Chinnasamy, E. R. and K.	Remainder of Lot 1541	15 Tulip Road.
Saraswathees	Lot 1592	1 Primrose Street.
Maary, D. and D.	Lot 1602	7 Iris Street.
Mitha Zulekha	Lot 1637	12 Petunia Street.
Motala Mohamed Sayed	Lot 1647	82 Geranium Street.
Chetty Perumal	Lot 1734	10 Larkspur Street.
Gounder, V. and D.	Lot 1814	19 Aster Road.
S3 of 1860 Stanger C.	Subdivision 3 of Lot 1860	5 Geranium Street.
Moodley, V. G. and P.	Lot 1878	40 Larkspur Street.
Dhunpath, T. and M.	Lot 1920	23 Lotus Road.
Naidoo, M. S. and D.	Lot 1925	33 Lotus Road.
Pillay Vanedah	Lot 1936	43 Manor Drive.
Duwardah Makraj	Lot 2100	77 Manor Drive.
Essop Abdulhuk	Lot 2127	22 Rose Road.
Reddy, M. K. and M.	Lot 2600	5 Goodwill Rise.
Reddy, M. and K.	Remainder Lot 81, Warrenton.	8 Willow Road.
Pillay Gopal	Lot 22/1 Highridge	19 Ebrahim Drive.
Munsamy, S. S. and N.	Lot 115, Highridge	100 Ebrahim Drive.
Badat, G. H. M. and M.	Lot 184, Highridge	11 Laher Street.
Rajoo Raman	Lot 262, Highridge	71 Ebrahim Drive.
Abraham, C. and M.	Lot 304, Highridge	23 Coalwood Place.
Pillay, M. M. and P. S.	Subdivision 1 of Lot 9, Town-view	Ogle Road.
Naidoo, R. and another	Remainder of Lot 65, Town-view	27 Dick King Road.
Moonsamy	Remainder of Subdivision 35 of Lot 14	Lot 14.
Chetty, D. and S. and V.	Portion 16 of Subdivision 55 of Lot 14	Lot 14.

<i>Name of registered owner</i>	<i>Description of property</i>	<i>Street address of property</i>
Somaru	Subdivision 42 of Lot 14	Lot 14.
Gopi, S. G. and B. D.	Remainder of Subdivision 48 of Lot 14	Lot 14.
Subbadu K. and another	Portion 5 of Remainder of Subdivision 16 of Lot 15	Lot 15.
Arnauslem, M. and A.	Portion 5 of Remainder Subdivision 17 of Lot 15	Lot 15.
Estate late Naidu, T. and O.	Subdivision 5 of Lot 16	Lot 16.
Nirmal Bhanumathy	Subdivision 33 of Lot 16	Lot 16.

All situated in the Borough of Stanger, Administrative District of Natal.

Dated at Pietermaritzburg this 23rd day of August 1994.

K. C. Anderson, for Shepstone & Wylie Tomlinsons, Applicant's Attorney, 199 Pietermaritz Street, Pietermaritzburg. (Ref. KCA/jdk/12B0186/94.)

Case 759/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, Plaintiff, and **Errol Dudley Clark**, First Defendant, and **Kathleen Elizabeth Alice Clark**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 23 March 1994, the immovable property described as:

Lot 2051, Margate Extension 3, situated in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 071 square metres, and held under Deed of Transfer T1455/1991, and situated in 1 De Wet Street, Margate, will be sold in execution on Friday, 23 September 1994 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a double storey dwelling under brick and tile consisting of:

Downstairs: Double garage, laundry, servant's bathroom, open plan lounge, kitchen, dining-room, two bedrooms, bathroom and entrance hall.

Upstairs: Big room and wooden balcony.

Dated at Port Shepstone on this the 5th day of August 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP055/01NP01555.)

Case 1263/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited**, No. 51/00009/06, formerly South African Permanent Building Society, Plaintiff, and **Pieter Samuel Strydom**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 9 June 1994, the immovable property described as:

Lot 1968, Ramsgate Extension 3, situated in the Township of Ramsgate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 350 square metres, and held under Deed of Transfer T22998/87, and situated in Isaacs Street, Ramsgate, will be sold in execution on Friday, 23 September 1994 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: No improvements. Vacant stand.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP066/01NP01566.)

Case 630/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Shakila Sugudhav**, trading as Haythorne Inn and Bottle Store, Defendant

Pursuant to a judgment of the Magistrate's Court for the District of Pietermaritzburg and writ of execution dated 10 March 1994, the following fixed property will be sold on Friday, 16 September 1994 at 10:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder, viz:

Property: Lot 76, Marburg Extension 3, situated in the Marburg Town Board and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 2 468 (two thousand four hundred and sixty-eight) square metres, situated at 76 Rippon Crescent, Marburg.

Description (but nothing is guaranteed in respect hereof): Vacant land.

Terms: The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current bank interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Plaintiff's attorneys, and to be furnished within 14 (fourteen) days after the date of sale.

Conditions of sale: The aforesaid property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff of the Magistrate's Court, 20 River View Road, Sunwich Port, Port Shepstone, or at the offices of Plaintiff's attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg.

Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg, 3201. (Ref. F018016C.EX9 CSM RDL.)

Case 7940/94

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Hermanus Bernardus Jacobus Botha**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 22 June 1994, the writ of execution dated 22 June 1994, the immovable property listed hereunder will be sold in execution on Wednesday, 21 September 1994 at 11:00, at the Magistrate's Court, Weenen, to the highest bidder:

Lot A, Muden 10779, situated in the Administrative District of Natal, in extent 134,7679 (one hundred and thirty-four comma seven six seven nine) hectares, hypothecated by Mortgage Bond B20084/93.

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 there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 21% (twenty-one per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Greytown, immediately prior to the sale may be inspected at his office at Greytown.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B1004L/gd.)

Case 2068/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Vusi Moses Mseleku**, Defendant

In pursuance of judgment granted on 1 April 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, 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 H978, in extent 385 (three hundred and eighty-five) square metres, situated in the Township of KwaMashu, represented and described on General Plan PB254/81.

Held by virtue of Deed of Grant G5438/386.

Physical address: Ownership Unit H978, KwaMashu.

The property has been improved by the erection of a dwelling-house thereon, consisting a single-storey brick/plaster and tile dwelling (66,05m²), comprising kitchen, dining-room, lounge, three bedrooms, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

Improvements: Built-in cupboards, concrete fencing and brick retaining wall.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or it's 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 15th day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z12908/26.)

Case 2704/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Zamo Cynthia Zondi**, Defendant

In pursuance of judgment granted on 26 August 1993 in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 September 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: All the right, title and interest in the leasehold in respect of a certain piece of land, being Lot 347, in extent 291 (two hundred and ninety-one) square metres, situated in the Township of Klaarwater, represented and described on General Plan L14/88.

Held by virtue of Deed of Leasehold TL1053/89.

Physical address: Lot 347, Klaarwater.

The property has been improved by the erection of a dwelling-house thereon, consisting a single-storey block/plaster and asbestos dwelling (33 m²), comprising kitchen, lounge, bedroom, bathroom and w.c.

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 9% (nine 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 it's attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 11th day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z08755/26.)

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Johan van Zyl**, Defendant

In pursuance of a judgment granted 30 June 1994, in the Magistrate's Court for the District of Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, on 23 September 1994 at 11:00, on the conditions to be read out by the Sheriff of the Court at the time of the sale and which conditions may be inspected at the office sale and which conditions may be inspected at the offices of the Sheriff of the Court, Pietermaritzburg, prior to the sale:

Description: Subdivision 9 (of 3) of Lot 2102, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 702 (seven hundred and two) square metres.

Postal address: 28 Greyling Street, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling built of brick under iron roof comprising entrance hall, lounge, dining-room, kitchen, five bedrooms, bathroom, separate toilet, servant's room and toilet and carport.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately 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 10% (ten per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including Transfer Duty of Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

Dated at Pretoria on this the 23rd day of August 1994.

G. J. Campbell Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 874/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Winston Bonisile Mbangi**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the Defendant, will be sold in execution on 20 September 1994 at 10:00, at the Magistrate's Court, Barker Street, Kokstad, to the highest bidder for cash:

Property description: Lot 911, Bongweni, Administrative District of Mount Currie, in extent 429 square metres and held under Title TL1233/1993.

Postal address: Lot 911, Bongweni, Natal.

Improvements: The property has been improved by the construction of a brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and toilet. There are no outbuildings.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff, 71 Hope Street, Kokstad, and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this the 18th day of August 1994.

Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. Mr Meyer/cch G.1.)

Case 3345/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Judy Theresa Ndlovu**, Plaintiff, and **F. A. Ndlovu**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 20 August 1992, and a warrant of execution, the undermentioned property will be sold in execution on 4 October 1994 at 10:00, in front of the Magistrate's Court, Keate Street, Ladysmith:

Lot 343, Steadville, situated in the Administrative District of Natal, in extent 291 square metres.

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: Dwelling-house comprising of bedrooms, lounge, dining-room, kitchen and ablution facilities (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 fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 16th day of August 1994.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P.O. Box 126, Ladysmith, 3370. (Ref. 04N143001/IWG/rg.)

Case 8774/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Pinkie Ladyfair Mvula**,
Defendant

In pursuance of judgment granted on 24 September 1993, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 September 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A6619, in extent 266 square metres, situated in the Township of KwaNdengezi, represented and described on General Plan PB390/1991.

Held by virtue of Deed of Grant G000284/92.

Physical address: Ownership Unit A6619, KwaNdengezi.

The property consists of vacant land.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or it's attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 23rd day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17053/26.)

Case 1055/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Execution Creditor, and **Theodore Ronald Spencer**, First Execution Debtor, and **Velma Dooreen Kathleen Spencer**, Second Execution Debtor

In pursuance of judgment granted on 21 June 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 23 September 1994 at 10:00, at the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Description: A certain piece of land, being Remainder of Subdivision 13 (of 1) of Lot 8, 1867, situated in the Willow Glen Development Area and in the Joint Services Board Area for Southern Natal, Administrative District of Natal, in extent 2,4700 (two comma four seven nought nought) hectares.

Postal address: Remainder of Subdivision 13 (of 1) of Lot 8, 1867, in the Willow Glen Development Area, Umkomaas.

Improvements:

Section 1: Block brick under asbestos consisting of woodworking machine shop, divided into two, office, store-room, two rooms at back of section one.

Section 2: Incomplete structure for future use, block brick under asbestos workshop with store-room and two toilets, block brick under asbestos structure joining Section 2 to 3 consisting of two toilets.

Section 3: Block brick under asbestos workshop and store-room.

Upper level: Incomplete brick and cement structure consisting of five rooms and proposed bathroom, large block brick under asbestos garage, brick and cement under asbestos dwelling consisting of front verandah, lounge, three bedrooms, incomplete kitchen and incomplete bathroom.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) 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 at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from date of the sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all 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, Savell Place, Scottburgh South, or at our offices.

Dated at Durban this 18th day of August 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/020817.)

Case 924/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **Perm** (A Division of Nedcor Bank Ltd), Plaintiff, and **Nqunqu Jeyi Lukhele**, Defendant

In pursuance of a judgment granted on 26 July 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 J2559, Township of Esikhawini, District of Ongoye, measuring three hundred and thirty-eight (338) square metres in extent.

1. (b) *Street address*: J2559, Esikhawini.

1. (c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of two bedrooms, bathroom, kitchen, lounge/dining-room and three garages.

1. (d) *Zoning/Special privileges or exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this the 19th day of August 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/mh/09/N2644/94.)

Case 25/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **Perm** (A Division of Nedcor Bank Ltd), Plaintiff, and **Nonhlanhla Ntombifuthi Madide**, Defendant

In pursuance of a judgment granted on 7 February 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 J2165, Township of Esikhawini, County of Zululand, measuring three hundred and thirty-eight (338) square metres in extent.

1. (b) *Street address*: J2165, Esikhawini.

1. (c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, kitchen, lounge and 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, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this the 19th day of August 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/mh/09/N2601/94.)

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 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 Kwardengezi, District of Mpumalanga, in extent 465 square metres, represented and described on General Plan BA130/1969.

Physical address: Unit A5339, Kwardengezi.

Improvements: Single storey, brick under tile dwelling - three bedrooms, bathroom, kitchen and lounge. The nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
 3. The full conditions may be inspected at the offices 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 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: Sub 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, Highlands 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 and laundry - single garage, swimming-pool, servants' quarters and ablutions. The nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
 3. The full conditions may be inspected at the offices 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.

Case 80/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **kwaZulu Finance and Investments Corporation Limited**, Plaintiff, and **Z. S. Mokoena**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 21 February 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 20 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E1157, Ezakheni, in extent 546 square metres, situated in the District of Emnambithi, Administrative District of kwaZulu, held under Deed of Grant G005280/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room and kitchen, and outbuildings, w.c. and shower, in extent 546 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 20 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, give no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by kwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 17th day of August 1994.
- Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF474.)

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. Ntshangase**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 25 January 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 20 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E1660, Ezakheni, in extent 551 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G003384/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 551 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 20 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 attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 17th day of August 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF317.)

Case 33/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. P. M. Shezi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 21 October 1991, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 20 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E3027, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G000799/92.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 438 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 20 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 attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 17th day of August 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF129.)

Case 89/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. R. Kubheka**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 1 March 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 20 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E 367, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G006816.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 438 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 20 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 attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 17th day of August 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF484.)

Case 3142/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited**, No. 87/01384/06 Execution Creditor, and **Davendran Govender**, First Execution Debtor, and **Shireen Govender**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Verulam, dated 16 August 1993 and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 23 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the property, Subdivision 338 (of 284) of the farm Melk Houe Kraal 789, situated in the City of Durban, Administrative District of Natal, in extent six hundred and fifty (650) square metres.

Postal address: 23 Cane Crescent, Corovoca.

The following improvements are reported to be on the property, but nothing is guaranteed:

A brick under tile dwelling consisting of four bedrooms, lounge, kitchen, dining-room, two toilets, two bathrooms, attached double door garage and precast fence.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 24th day of August 1994.

John Hudson & Company, Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAlery/sc.)

Case 1539/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Osman Bux**, First Execution Debtor, and **Abdool Gaffar Bux**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Umzinto, held at Scottburgh dated 28 January 1994, and a warrant of execution dated 12 April 1994, the following immovable property will be sold in execution on 23 September 1994 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Remainder of Lot 518, Park Rynie, situated in the Township of Umzinto North and in the southern Natal, Joint Services Boad Area, Administrative District of Natal in extent nine hundred and ninety-one (991) square metres.

The following information is furnished regarding the property but is not guaranteed:

The property which is known a brick under tile dwelling consisting of a double garage, servants' quarters with two bedrooms, toilet and shower. Main building brick under tile consisting of two passages, six bedrooms with built in cupboards, two bathrooms, two kitchens, two pantrys, two dining-rooms/lounges, two incomplete extensions to dining-rooms/lounges.

The property is zoned residential and there is no special privilege to the property.

Material conditions of sale:

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respect set out above/below is guaranteed.

1.2 The purchaser shall pay 10% (ten per cent) of the purchase price and the auctioneer's commission in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Scottburgh, within fourteen (14) days of the date of sale.

1.3 The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Plaintiff, and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer both days inclusive.

1.4 Transfer shall be effected by the attorneys for the Plaintiff, and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale can be inspected at the offices of the Sheriff of Scottburgh at 1 Savell Place, Scottburgh South, Scottburgh.

Dated at Scottburgh on this the 24th day of August 1994.

John Louw, McGarr & Associates, c/o Havemann-Ferguson, Execution Creditor's Attorneys, First Floor, 130 Scott Street, Scottburgh. (Ref. APG/ss.)

Case 164/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT UMZINTO HELD AT SCOTTBURGH

In the matter between **First National Bank**, Plaintiff, and **Kelso View Properties CC**, Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Umzinto, held at Scottburgh, dated 8 June 1994, and a writ of execution dated 9 June 1994, the undermentioned property will be sold in execution on 30 September 1994 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: Lot 401, Shelly Beach, situated in the Shelly Beach Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent (1 365) one thousand three hundred and sixty-five square metres, mortgaged under Bond B33129/91.

Postal address: Lot 401, Shelly Beach (*domicilium citande et executandi*).

The following information is furnished regarding the property but is not guaranteed:

Improvements: Vacant stand.

The property is zoned residential and there is no special privilege attached to the property.

Material conditions of sale:

1.1 The sale shall be subject to the terms and conditions of the Magistrate's Court Act, and the rule made thereunder. The property is sold voetstoots and nothing in respect set out above/below is guaranteed.

1.2 The purchaser shall pay 10% (ten per cent) of the purchase price and the auctioneer's commission in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff, Port Shepstone, within fourteen (14) days of the date of sale.

1.3 The purchaser shall be liable for payment of interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

1.4 Transfer shall be effected by the attorneys for Plaintiff, and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale can be inspected at the office of the Sheriff of Port Shepstone, at 6 Archibald Street, Port Shepstone.

Dated at Scottburgh on this the 22nd day of August 1994.

Havemann-Ferguson, Execution Creditor's Attorneys, First Floor, 138 Scott Street, Scottburgh, 4180. (Ref. APG/S Swart/F76/94.)

Case 19811/94

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 **Thanapalan Moodley**, First Defendant, and **Dharma Devi Moodley**, Second Defendant

In pursuance of a judgment granted on 19 April 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 September 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Subdivision 28 of Lot 4632, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 2 066 square metres.

Address: 93 Plumstead Crescent, Reservoirs Hills.

Improvements: Vacant land.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durba. (Ref. Colls/P. Murugan/05N011547.)

Case 1738/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division)

In the matter between **Investec Bank Limited**, Plaintiff, and **Pebblebrook Investments (Pty) Ltd**, First Defendant, and seven other defendants

In pursuance of a judgment in the Supreme Court of South Africa (Natal Provincial Division), dated 17 March 1994, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 September 1994 at 09:30, at the front entrance of the Magistrate's Office, Sharrat Street, Bergville, Natal, to the highest bidder:

Property description: The farm Akkerman, No. 5679, Administrative District of Natal, measuring three hundred and four, two nought two four (304,2024) hectares.

General: The property is in close proximity to the Royal National Park and between the Cavern Berg Resort and the Little Switzerland Hotel. The owner has been granted by the Natal Provincial Administration to establish a holiday resort subject to certain conditions which may be obtained on request on the property and in terms of section 11 (2) of the Town-planning Ordinance, No. 27 of 1949. Consent to shareblock development of the site was granted to the owner by the Minister of Agriculture in terms of Act No. 1970 in 1990. The owner intended developing the site with the erection of 100 residential dwelling-units, together with certain infrastructural facilities.

Location: Approximately 42 kilometres north west of Bergville in the Babangibone Development Node in the Northern Natal Drakensberg, with access off By-road 379 and District Road D119.

Servitudes: The property is subject to a five metre wide servitude right of way in favour of a neighbouring property in terms of Notarial Deed of Servitude No. K971/86.

Lease: Certain accommodation and grazing rights on the property are currently leased at a monthly rental of R2 0000 per month. The lease is subject to cancellation on three months written notice.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum compounded monthly in arrear from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Bergville (Telephone: 0361 24162) and at the offices of the Execution Creditor's attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.
8. Full details of the development rights granted in respect of the property may be inspected at the offices of the Execution Creditor's attorneys.

Dated at Durban on this 18th day of August 1994.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. M. Jackson/171082029.)

Case 8007/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Mr Donald Graham Hutchinson**, Plaintiff, and **Anandan Doorsamy Naidoo**, Defendant

In pursuance of a judgment granted on 23 September 1992, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 September 1994 at 09:00, at the front entrance, Magistrate's Court, Moss Street, Verulam:

Description: Lot 954, Tongaat (Extension 5) situated in the Tongaat Town Board Area and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 129 (one thousand one hundred and twenty-nine) square metres.

Postal address: 39 Casuarina Road, Tongaat.

Improvements: A vacant piece of land, held by the Defendant in his name under Deed of Transfer T30623/1992.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorney.
(b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfers dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the sheriff of the Magistrate' Court, Inanda, District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Pinetown on this the 19th day of August 1994.

J. A. Coutinho, for Van Lingen, Medalie & Francois, 36 Crompton Street, Pinetown. (Ref. Mrs Naidoo:Colls:H621.)

Case 12739/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Johannes Lodewiekus van Tonder**, Execution Debtor

In pursuance of a judgment granted on 23 June 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 23 September 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 12 (of 6) of Lot 9, Lincoln Meade, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 803 square metres, postal address 59 Dunsby Avenue, Pietermaritzburg.

The property consists of two bedrooms, bathroom, toilet, dining-room, lounge, kitchen and garage having a cement and tile roof.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of 16,25% (sixteen comma two five per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer of 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 22nd day of August 1994.

A. Slater, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 5842/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited**, Plaintiff, and **Isaac Mullahia**, First Defendant, and **Jeevalia Mullahia**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 19 July 1994, a sale in execution will be held on 23 September 1994 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court, Inanda Area 1, to the highest bidder:

Lot 201, Southgate, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and ninety-five (995) square metres, situated at 32 Southgate Drive, Southgate, Phoenix.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with water and lights facilities comprising of three bedrooms, lounge, kitchen, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 22nd day of August 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/7117/94.)

Case 1430/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Escom**, Plaintiff, and **B. C. Ngubane**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 19 May 1994, and a warrant of execution, the unmentioned property will be sold in execution on 20 September 1994 at 10:00, in front of the Magistrate's Court, Keate Street, Ladysmith:

Lot C3769, Ezakheni Township, District of Ladysmith, Province of Natal, in extent three hundred (300) square metres, held by Deed of Grant G265/1987.

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: One dwelling-house comprising of bedrooms, lounge, dining-room, kitchen and ablution facilities. (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 cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.
3. The property is deemed to be sold voetstoots.
4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 23rd day of August 1994.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04H343001/IWG/rg.)

Case 1198/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **African Commerce Developing Company (Pty) Ltd**, Execution Creditor, and **Christo Barnard**, First Execution Debtor, and **Bertha Caroline Barnard**, Second Execution Debtor

In pursuance of a judgment of the above Court dated 8 July 1994 and a warrant of execution, will be sold in execution on 21 September 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Lot 10814, Newcastle Extension 46, situated in the Borough of Newcastle, Administrative District of Natal, in extent two thousand and twenty-five (2025) square metres.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the day of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Magistrate's Court, Newcastle, within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Newcastle.

Dated at Newcastle this 22nd day of August 1994.

Du Toit-Holborn-Boshoff, Attorney for Execution Creditor, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. [Tel. (03431) 2-7284.] [Fax (03431) 2-6226.] (Ref. 01/C016/044.)

Case 257/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Body Corporate of Longbeach**, Judgment Creditor, and **Woonstel Ses-en-Tagtig (Edms.) Bpk.**, Judgment Debtor

In pursuance of judgment granted on 14 March 1994, against the Judgment Debtor 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 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Section 85, as shown and more fully described on Section Plan SS229/82 in the building or buildings known as Longbeach, of which section the floor area according to the said sectional plan.

In extent: 142 (one hundred and forty-two) square metres.

Postal address: Flat C86, Longbeach, 14 Marine Drive, Umhlanga Rocks.

Improvements: Brick under tile, water and lights, three bedrooms, main ensuite, bath, toilet, kitchen, dining-room, balcony and scullery.

Held by the Defendant in his name under Deed of Transfer ST8272/89.

Nothing above is guaranteed.

Terms: The sale shall be subject to the following terms and conditions of the Magistrates' Courts Act and the rules made thereunder:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 15,50% (fifteen comma five nought) per annum, calculated and capitalized monthly in advance, to the Execution Creditor and to the bondholder/s at the applicable rate on the respective amounts of the award to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

The full conditions may be inspected at the Sheriff's Office, Suite 7, Foresum Centre, 314 old Main Road, Tongaat.

Dated at Umhlanga Rocks on this the 24th day of August 1994.

A. J. M. Pearse, for Gavin Gow & Co., Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; c/o Henry Francis J. P. 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 561-1011.) (Ref. Colls/CV/ml/B554.)

Case 3442/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Edgars Stores Limited**, Plaintiff (Execution Creditor), and **Express Stores Limited** (in liquidation), First Defendant, **Hondring Holdings and Investments (Proprietary) Limited**, Second Defendant, **Hondring Manufacturing Co. SA (Proprietary) Limited**, Third Defendant, **High Street Clothing Manufacturers (Proprietary) Limited**, Fourth Defendant, **Abhold Limited**, Fifth Defendant, **Teconit (Proprietary) Limited**, Sixth Defendant, **Ducci Clothing Manufacturing (Proprietary) Limited**, Seventh Defendant, **Paultex Industries (Proprietary) Limited**, Eighth Defendant, **Southern Africa Retailers Corporation (Proprietary) Limited**, Ninth Defendant, **Cashop (Proprietary) Limited**, Tenth Defendant, **City Girl Stores (Proprietary) Limited**, Eleventh Defendant, **Rodney Leslie Brett**, Twelfth Defendant, and **Dennis Koumoudos**, Thirteenth Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 21 February 1994, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 September 1994 at 12:00, on the steps of the Impendle Court-house, Impendle.

Property description: Sub 1 of the farm Borreray 2, 10813 Impendle.

Postal address: Sub 1 of the farm Borreray 2, 10813 Impendle.

Improvements (but nothing is guaranteed in respect thereof): None.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser, other than the Execution Creditor, shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser on request by them shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer.

6. The full conditions of sale may be inspected at the office of the Sheriff at Richmond.

Dated at Durban on this the 26th day of August 1994.

C. B. Cowan, for Ditz Inc., Execution Creditor's Attorneys, 50 Masonic Grove, Durban.

Case 1398/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **United Bank**, a Division of ABSA Bank Limited, Execution Creditor, and **Madoda Bonta Dlamini**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Ladysmith, and a writ of execution issued on 28 May 1993, the following property will be sold in execution on 20 September 1994 at 10:00, at the Magistrate's Court, Keate Street, Ladysmith:

Sub 1 of Lot 330, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 1 153 (one thousand one hundred and fifty-three) square metres.

*Conditions of sale:*1. *Reserve:*

The property shall be sold without reserve and to the highest bidder and shall be subject to the tile deeds in so far as these are applicable.

2. *Terms:*

The purchase price shall be paid as to 10% (ten per cent) thereof on the day of sale and the balance together with interest thereon at the rate of 10% (ten per cent) per annum, to date of registration of transfer shall be paid within 14 days or secured by a bank or building society guarantee.

3. *Conditions:*

The full conditions of sale which will be read out immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 16th day of August 1994.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith, 3370. (Ref. Colls/EC/mdc.)

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 1315/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Suid-Westelike Transvaalse Landboukoöperasie Beperk**, Eiser, en **T. J. Erasmus**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Kimberley, gedateer 29 April 1993, in bogenoemde saak, sal 'n verkoping per openbare veiling gehou word met 'n reserweprys deur die Balju van Jacobsdal te die Landdroskantoor, Andries Pretoriusstraat, Jacobsdal, op Woensdag, 21 September 1994 om 10:00, van die Verweerder op die voorwaardes wat ter insae lê by die kantore van die Balju en wat deur hom gelees sal word voor die verkoping:

Sekere perseel A28, Rietriviernedersetting-Oos, geleë in die distrik Jacobsdal, groot 21,4942 (een-en-twintig komma vier nege vier twee) hektaar, gehou kragtens Transportakte T3/1983.

Verbeterings: Woonhuis met buitegeboue en stoor. Geen waarborge word in verband daarmee gegee nie.

Terme: 10% (tien persent) van die koopprys in kontant en die afslaer se gelde in kontant op die dag van die verkoping en die balans teen transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

Gedateer te Kimberley op hierdie 15de dag van Augustus 1994.

Johan C. M. Venter, Prokureur vir Eiser, Tweede Verdieping, Trustsentrum, Jonesstraat 66, Kimberley.

Saak 825/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **Thomas W. Donaldson**, Eiser, en **Phabeng Petrus Matabola**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor, Witsieshoek, gehou word om 09:00, op Vrydag, 7 Oktober 1994, naamlik:

Sekere reg, titel en belang in die Huurpag ten opsigte van Perseel 7331, Phuthaditjaba, geleë in die distrik Phuthaditjaba, grootte 465 (vierhonderd vyf-en-sestig) vierkante meter.

Met gevormde woonhuis met normale woongeriewe geleë te Perseel 7331, Phuthaditjaba.

Ter inligting word vermeld dat die verbeterings op die erf geleë is in 'n gebied gesoneer volgens die dorpsaanlegskema vir woningsdoeleindes maar niks word in hierdie opsig gewaarborg nie.

Die eiendom sal aan die hoogste bieder verkoop word onderhewig aan 'n minimum prys en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Geregsbode te Witsieshoek, en die kantoor van die Landdros te Witsieshoek, gedurende kantoorure.

Gedateer die 8ste dag van Augustus 1994.

Du Plessis, Bosch & Meyerowitz, Finance Building, Posbus 13171, Phuthaditjaba, 9866.

Saak 4244/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA (Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S A Beperk**, Eiser, en **Michale M. Matsaba**, 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, Botshabelo, op 16 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:

Perseel H510, geleë in die dorpsgebied Botshabelo, distrik Botshabelo, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou Grondbrief No. 136/1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Vier slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en 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.

H. B. Britz, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein, Posbus 227, Bloemfontein. (Verw. H. B. Britz/md/W71697.)

Saak 290/94**IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO**

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Moeketsi Alfred Moiloa**, Verweerder

Ingevolge uitspraak van die Landdros van Botshabelo en lasbrief tot geregtelike verkoping gedateer 28 Junie 1994, sal die ondervermelde eiendom op 16 September 1994 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Reg van Huurpag tot Perseel 420, Blok H, Botshabelo, gehou kragtens Sertifikaat van Huurpag H16, gedateer 19 Januarie 1987, soos meer ten volle sal blyk uit Algemene Plan JPB44/1981, bestaande uit enkelverdieping, vyf vertrek woonhuis met teëldak.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs binne 14 (veertien) 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 Botshabelo, 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.]

Saak 145/94**IN DIE LANDDROSHOF VIR DIE DISTRIK HEILBRON GEHOU TE HEILBRON**

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Sello Petrus Motaung**, Eerste Verweerder, en **Nomthadanzo Martha Motaung**, Tweede Verweerder

Ingevolge uitspraak van die Landdros te Heilbron, en lasbrief vir eksekusie uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom op Woensdag, 14 September 1994 om 10:00, te Erf 1907, Phiritona, Heilbron, verkoop word aan die hoogste bieder naamlik:

Erf 1907, geleë in die dorpsgebied Phiritona, distrik Heilbron, groot 360 (drie ses nul) vierkante meter.

Volledige verkoopvoorwaardes ter insae by die kantoor van die Balju van die Landdroshof, gedurende kantoorure, asook by die kantore van Cornelius & Vennote, Kerkstraat 40, Heilbron.

Geteken te Heilbron op hede hierdie 5de dag van Augustus 1994.

B. J. Venter, vir Cornelius & Vennote, Prokureurs vir Eiser, Kerkstraat 40, Heilbron, 9650. [Tel. (01614) 2-2035.]

Case 145/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HEILBRON HELD AT HEILBRON**

In the matter between **Saambou Bank Beperk** (Reg. No. 87/05437/06), Plaintiff, and **Sello Petrus Motaung**, First Defendant, and **Nomthadanzo Martha Motaung**, Second Defendant

In pursuance of a judgment by the Magistrate of Heilbron, and warrant of execution issued by the Magistrate of Heilbron, the undermentioned property will be sold on Wednesday, 14 September 1994 at 10:00, at Erf 1907, Phiritona, Heilbron, in execution to the highest bidder, namely:

Erf 1907, situated in the Township of Phiritona, District of Heilbron, measuring 360 (three hundred and sixty) square metres.

The conditions of sale in execution can be inspected during office hours at the offices of the Sheriff of the Magistrate's Court, as well as Cornelius & Partners, 40 Church Street, Heilbron.

Signed at Heilbron on this the 5th day of August 1994.

B. J. Venter, for Cornelius & Partners, Attorney for Plaintiff, 40 Church Street, Heilbron, 9650. [Tel. (01614) 2-2035.]

Saak 8140/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Donald Matthews**, Verweerder

Ingevolge 'n vonnis gedateer 16 Junie 1994, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 23 September 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 4589, geleë in die dorp Heidedal, distrik Bloemfontein, groot 302 (driehonderd en twee) vierkante meter, gehou kragtens Transportakte T22202/92, beter bekend as Kabeljoustraat 54, Heidedal, Bloemfontein.

Verbeterings: Tweeslaapkamerwoonhuis met omheining, badkamer, toilet, sit-/eetkamer en kombuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie die 18de dag van Julie 1994.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 1429/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **R. S. Tshabalala**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 30 Junie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 September 1994 om 10:00, voor die Landdroskantoor, Virginia:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 1415, geleë te en bekend as 1415 Meloding, Virginia, gesoneer vir woondoeleindes, groot 242 vierkante meter, gehou kragtens Transportakte TL809/90.

Verbeterings: Tweeslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Virginia, nagesien word.

Gedateer te Welkom op hierdie 15de dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, p.a. Immelman & Vennote, Prokureurs vir Eksekusieskuldeiser, Volkskasgebou, Virginia Tuine, Virginia.

Saak 6440/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **P. Matabane**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 September 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18557, geleë te en bekend as 18557 Sunrise View, Thabong, Welkom, gesoneer vir woondoeleindes, groot 253 vierkante meter, gehou kragtens Transportakte TL143/90.

Verbeterings: Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis een en 'n halwe badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 17de dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 6441/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. I. Matlokotsi**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdros-hof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 September 1994 om 11:00, te Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18616, geleë te en bekend as 18616 Sunrise View, Thabong, Welkom, gesoneer vir woondoeleindes, groot 287 vierkante meter, gehou kragtens Transportakte TL111304/90.

Verbeterings: Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 17de dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 5963/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **T. A. Sejeng**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdros-hof, Welkom, en 'n lasbrief vir eksekusie gedateer 1 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 September 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18341, geleë te en bekend as 18341 Thabong, Welkom, gesoneer vir woondoeleindes, groot 240 vierkante meter, gehou kragtens Transportakte TL13171/91.

Verbeterings: Drieslaapkamerwoonhuis 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 Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 17de dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 485/94

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Popi Chesley Hadebe**, Eerste Verweerder

Ingevolge 'n vonnis van die Landdroshof van Theunissen gedateer 19 Julie 1994, en 'n lasbrief vir eksekusie teen onroerende goed sal die volgende eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Landdroshofwet, 1944, soos gewysig, sonder 'n reserweprys verkoop word aan die hoogste aanbieder op 30 September 1994 om 10:00, by die Landdroskantoor, Le Rouxstraat, Theunissen, dorp Masilo:

Sekere Erf 3663, geleë in die distrik Theunissen, grootte 299 (tweehonderd nege-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte TL787/1989, bekend as:

Verbeterings: Woonhuis.

(Niks waarvan gewaarborg word nie).

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouverenigingwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshof, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se Transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstelling, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringssertifikaat in terme van die tersaaklike artikel van die Ordonnansie op plaaslike bestuur (OVS) of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Constantiastraat 100, Welkom, ingedien word. Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Theunissen hierdie 3de dag van Augustus 1994.

F. B. Coetzer, Prokureurs vir Eiser, Posbus 170, Theunissen.

Saak 484/94

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Mogomotsi David Mooketsi**, Eerste Verweerder

Ingevolge 'n vonnis van die Landdroshof van Theunissen gedateer 19 Julie 1994, en 'n lasbrief vir eksekusie teen onroerende goed sal die volgende eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Landdroshofwet, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste aanbieder op 30 September 1994 om 10:00, by die Landdroskantoor, Le Rouxstraat, Theunissen:

Sekere Erf 3632, geleë in die dorp Masilo, distrik Theunissen, groot 299 (tweehonderd nege-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte TL797/1989, bekend as:

Verbeterings: Woonhuis met.

(Niks waarvan gewaarborg word nie).

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouverenigingwaarborg.

2. Die verkoping sal in alle opsigte gereel word ingevolge die Wet op Landdroshof, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se Transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstelling, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringssertifikaat in terme van die tersaaklike artikel van die Ordonnansie op plaaslike bestuur (OVS) of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Constantiastraat 100, Welkom, ingedien word. Die verkoopvoorwaardes sal onmiddellik voor die verkoping, deur die Balju uitgelees word.

Gedateer te Theunissen hierdie 3de dag van Augustus 1994.

F. B. Coetzer, Prokureur vir Eiser, Posbus 170, Theunissen.

Saak 1225/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Transnet Beperk**, Eiser, en **Fanselle Abiel Maxatshwa**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem, en kragtens 'n lasbrief tot uitwinning gedateer 27 Junie 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 30 September 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

Sekere: Reg, titel en belang in die Huurpag van Perseel 714, Uitbreiding 1, Bohlolong-dorpsgebied, distrik Bethlehem, groot 286 vierkante meter, aangedui op Algemene Plan L49/1986, geleë distrik Bethlehem, gehou kragtens Transportakte TL6463/92.

Ten opsigte van voormelde verbeterings word geen waarborg verstrekk nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 15de dag van Augustus 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 1224/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Transnet Beperk**, Eiser, en **Kopane Paul Malakoane**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem, en kragtens 'n lasbrief tot uitwinning gedateer 27 Junie 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 30 September 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

Sekere: Reg, titel en belang in die Huurpag van Perseel 666, Uitbreiding 1, Bohlolong-dorpsgebied, Bethlehem, groot 264 vierkante meter, aangedui op Algemene Plan L49/1986, geleë distrik Bethlehem, gehou kragtens Transportakte TL2865/1992.

Ten opsigte van voormelde verbeterings word geen waarborg verstrekk nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 15de dag van Augustus 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 1226/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Transnet Beperk**, Eiser, en **M. E. Nzimande**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof Bethlehem, en kragtens 'n lasbrief tot uitwinning gedateer 27 Junie 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 30 September 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

Sekere: Reg, titel en belang in die Huurpag van Perseel 608, Uitbreiding 1-dorpsgebied, Bohlolong, distrik Bethlehem, groot 264 vierkante meter, aangedui op Algemene Plan L49/1986, geleë te Bohlolong, distrik Bethlehem, gehou kragtens Transportakte 13478/91.

Ten opsigte van voormelde verbeterings word geen waarborg verstrekk nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 15de dag van Augustus 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 1689/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **ABSA Bank Beperk**, Eiser, en **T. D. Mota**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem, en kragtens 'n lasbrief tot uitwinning gedateer 6 Julie 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 30 September 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

Sekere: Perseel 4182, Bohlokong-dorpsgebied, distrik Bethlehem, groot 400 vierkante meter, soos aangedui op Algemene Plan L83/88, geleë distrik Bethlehem, gehou kragtens sertifikaat of Verbandakte of Huurpag TL57460/91.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 15de dag van Augustus 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 941/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **ABSA Bank Beperk**, Eiser, en **M. J. Nthoba**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem en kragtens 'n lasbrief tot uitwinning gedateer 26 Mei 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 30 September 1994 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

Sekere Perseel 4096, Bohlokong, Bethlehem, groot 375 vierkante meter, geleë distrik Bethlehem, gehou kragtens Verbandakte BL1182/1989.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser se behartig gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 15de dag van Augustus 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Case 9135/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **J. Masauko**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 3 September 1993 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 7 October 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 6316, situated in the Township of Thabong, District of Welkom, measuring 247 square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL8537/90, known as Erf 6316, Thabong, Welkom.

Improvements: Lounge, dining-room, kitchen, two bedrooms, bathroom with toilet and carport (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank of building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 22nd day of August 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/AL959.)

Case 8976/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mokgethi William Rafutho**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 6 September 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 7 October 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 11452, situated in the Township of Thabong, District of Welkom, measuring 455 square metres, held by the Defendant by virtue of Deed of Transfer TL8103/91, known as Erf 11452, Thabong, Welkom.

Improvements: Lounge, kitchen, three bedrooms, bathroom with toilet, bathroom, toilet and two garages (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 22nd day of August 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/AL606.)

Saak 6302/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank**, Eksekusieskuldeiser, en **J. Stafford**, Eerste Eksekusieskuldenaar, en **E. M. Stafford**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 19 Julie 1994, in die Landdroshof te Welkom sal die volgende eiendom verkoop word op Vrydag, 23 September 1994 om 11:00, te die Tulbach-ingang, Landdroskantore, Welkom:

Sekere: Erf 5786 (Malanstraat 26, Seemeeupark, Welkom), groot 2298 (tweeëuisend tweehonderd agt-en-negentig) vierkante meters, geleë te die stad en distrik Welkom, gehou kragtens Akte van Transport T13706/93, geregistreer, 16 Augustus 1993.

Verbeterings: Stewig geboude woonhuis, bestaande uit sitkamer, leefkamer, oopplankombuis en eetkamer (half voltooi), asook opwas, vier slaapkamers met enkelbadkamergeriewe.

Buitegeboue: Enkelmotorhuis en bediendekamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die eksekusieskuldeiser binne sewe (7) dae verkoop word aan die hoogste bieder, 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 daarop bereken teen 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar, vanaf 1 Junie 1994, tot datum van registrasie van transport sal binne veertien (14) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Geregsbode of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Geregsbode, Welkom, nagesien word.

Gedateer te Welkom op hede die 16de dag van Augustus 1994.

N. C. Louw, Schoeman Kellerman & Kotzé, Prokureurs vir Eksekusieskuldeiser, Primargebou, Reinetsstraat, Posbus 419, Welkom, 9460.

Saak 9250/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Roodt, H. J.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 25 Julie 1994, sal die volgende eiendom op Vrydag, 7 Oktober 1994 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 2816, geleë in die stad en distrik Bloemfontein, groot 725 m² gehou kragtens Akte van Transport 2000/93, geregistreer op 15 Februarie 1993 (perseeladres Velsstraat 6A, Hilton, 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 en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 22ste dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebo, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 1510/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank Bepers**, handelende as Trustbank, Eiser, en **Mnr. D. J. Vosloo**, Verweerder

Ingevolge 'n vonnis in die Landdroshof vir die distrik Virginia en 'n lasbrief vir Eksekusie gedateer 13 Julie 1994, sal die volgende onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 16 September 1994 om 11:00, te Kommandolaan 44, Virginia:

Eiendom bekend as Kommandolaan 44, Virginia, geleë te Erf 1411, in die dorpsgebied Virginia, distrik Ventersburg, en bestaande uit 'n woonhuis en buitegeboue.

Groot 1204 (eenduisend tweehonderd en vier) vierkante meter.

Die vernaamste verkoopvoorwaardes is:

1. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal.

2. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen oordrag welke waarborg goedgekeur moet word deur die Eksekusieskuldeiser se prokureurs en wat binne 14 (veertien) dae na datum van die verkoping aan die Balju te Virginia gelewer moet word.

P. Schuurman, vir Maree & Vennote, Prokureur vir Eksekusieskuldeiser, Pretiumgebou, Herdenkingstraat, Virginia. [Tel. (057) 212-3101.] (Verw. PS/he/T66.)

Saak 4547/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Duvenhage, H. C.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 11 Julie 1994, sal die volgende eiendom op Vrydag, 7 Oktober 1994 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 4/15922, geleë in die stad en distrik Bloemfontein, groot 595 vierkante meter, gehou kragtens Akte van Transport 1762/93 geregistreer op 10 Februarie 1993. (Perseeladres: Goedeheerstraat 7, Erlichpark).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: *Woonhuis*: Bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer, kombuis en studeerkamer. *Buitegeboue*: Motorhuis en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 18de dag van Augustus 1994.

J. H. Truter, Prokureur vir Eiser, p.a. Naudes, Derde Verdieping, Trustfonteingebo, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 724/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk**, Eiser, en **Koshela Joseph Tshabalala**, Verweerder

Ingevolge 'n vonnis van die Landdroshof Harrismith en 'n lasbrief van eksekusie gedateer 29 Julie 1994, sal die volgende eiendom geregtelik verkoop word op 23 September 1994 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A669, geleë in die dorp Tshiame, distrik Harrismith, groot 570 (vyfhonderd-en-sewentig) vierkante meter, soos gehou kragtens Grondbrief 1692/1990, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis met teëldak bestaande uit sit/eetkamer, kombuis, twee slaapkamers en badkamer.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 18de dag van Augustus 1994.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureur, Stuartstraat 51B, Posbus 22, Harrismith.

Saak 1811/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Boyi Ephraim Zondi**, Verweerder

Ingevolge 'n vonnis van die Landdroshof Harrismith en 'n lasbrief van eksekusie gedateer 28 Januarie 1993 sal die volgende eiendom geregtelik verkoop word op 23 September 1994 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A555, geleë in Tshiame-dorpsgebied en distrik Harrismith, groot 481 (vierhonderd een-en-tagtig) vierkante meter, soos aangedui op Algemene Plan PB 610/1986, gehou kragtens Grondbrief 1782/1989.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Siersteenwoonhuis met teëldak bestaande uit sit-/eetkamer, kombuis, twee slaapkamers en badkamer. Die eiendom is omhein met draad.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 17de dag van Augustus 1994.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureur, Stuartstraat 51B, Posbus 22, Harrismith.

Case 288/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jan Harm Jacobus Els**, First Defendant, and **Magdalena Els**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court Office, Els Street, Heilbron on Thursday, 29 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, Heilbron, at the entrance of the Magistrate's Office, Els Street, Heilbron.

Erf 52, situated in the town and district Heilbron, measuring 1 606 m², held by the Defendant under Deed of Transfer T9424/88, being 43 Paradys Street, Heilbron.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91681/FCLS/Mr Brewer/lp.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **African Bank Limited**, Plaintiff, and **Lydia Motshabi Kehiloe**, Defendant

In execution of judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 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, 5 Barnes Street, Bloemfontein, prior to the sale:

Site 10341, situated in the Township, Kagisanong, District of Bloemfontein, measuring 2 070 (two thousand and seventy) square metres as shown on General Plan L346/1982, held by the Mortgagor by Deed of Transfer 5830/1990.

Subject to all such terms and conditions as are mentioned or referred to therein, consisting of three offices, two show rooms, store, backroom, toilet and cool room, and being Kagisho Funeral Parlour, 10341 Banyane Street, Rocklands, Bloemfontein.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

Signed at Bloemfontein this 23rd day of August 1994.

M. A. Peete, for Peete Peete Jake Moloi & Partners, Attorney for Plaintiff, corner of Hanger and St George Streets, Bloemfontein. [Tel. (051) 47-5908/47-5920.] [Ref. J87/9/92 (JMIM).]

Case 7794/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Seabata Philemon Billibise**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 16 August 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 30 September 1993 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely:

Certain: Erf 5238, situated in the Township Thabong, District of Welkom, measuring 266 square metres, held by the Defendant by virtue of Deed of Transfer TL218/89, known as Erf 5238, Thabong, Welkom.

Improvements: Lounge, kitchen, three bedrooms, bathroom with toilet and carport (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 23rd day of August 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/AL576.)

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

CONNIE J. VAN DER MERWE & KIE. VEILINGS, AFSLAERS EN VOORRAADLIKWIDATEURS

INSOLVENTE BOEDELVEILING OP WOENSDAG, 7 SEPTEMBER 1994 OM 09:00, TE LEASKSTRAAT 23, KLERKSDORP

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **Rebor Mining Construction & Allied Services CC**, in likwidasie, Meestersverw. No. T1513/94, sal alle los bates, wat hoofsaaklik bestaan uit masjinerie, per publieke veiling verkoop word.

Connie J. van der Merwe & Kie. Veilings, Afslaers en Voorraadlikwidateurs, Leaskstraat 23, Posbus 391, Klerksdorp.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN TWEE SLAAPKAMER WOONSTEL MET ONDERDAK PARKERING, HARTBEES 308, MAGDALENA WILLERSSTRAAT 210, KILNERPARK-UITBREIDING 1, PRETORIA, OP 14 SEPTEMBER 1994 OM 10:30, OP DIE PERSEEL

WOONSTEL 308, SKEMA SS388/85, HARTBEES, EENHEID 29

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **C. Botha**, Meestersverwysing T2145/94, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit 'n twee slaapkamer woonstel met badkamer, sit-/eetkamer aaneen, oopplan kombuis met stoof, ingeboude kaste, vloermatte, onderdak parking No. 7, skema omhein, sekuriteitsisteem.

Woonstel = 71 m².

Heffing = R220,00 per maand.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Goeie belegging.

Besigtiging: By die woonstel of reël met die Afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING **R. A. EVANS**, MEESTERSVERWYSINGSNOMMER T4546/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 8 September 1994 om 12:00, Erf 421, Minnebron, Brakpan.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslaers. [Tel. (011) 475-5133.]

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING **A. H. DU R. VAN PLATEN**, MEESTERSVERWYSINGSNOMMER T4263/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling op 17 September 1994 om 11:00, Erf 860, Little Falls-uitbreiding 2.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslaers. [Tel. (011) 475-5133.]

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING **S. W. MALAN**, MEESTERSVERWYSINGSNOMMER T1140/92

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling op 8 September 1994 om 10:00, Erf 365 en 367, Welgedacht, Springs.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging en verkoping.

Navrae: Skakel Plus Afslaers. [Tel. (011) 475-5133.]

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING **Z. A. KOLANUS**, MEESTERSVERWYSINGSNOMMER T2161/94

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling op 6 September 1994 om 10:00, 11:00 en 12:00.

Erf 671, Krugersdorp-Wes, Erf 604, Monument-uitbreiding 1, Erf 3426, Noordheuwel-uitbreiding 4.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslaers. [Tel. (011) 475-5133.]

SWANEPOEL & PARTNERS: NELSPRUIT

Duly instructed by the Liquidator in the matter of **C C's Discount Stores BK**, in liquidation, Master's Reference T2348/94, we will sell the following:

Movables.

Auction to be held at the Disa Estate Business Centre.

Date and time of auction: Saturday, 17 September 1994 at 09:00.

Auctioneers: Swanepoel & Partners, Prorom Building, corner of Brown and Paul Kruger Streets, Nelspruit, 1200. [Tel. (01311) 5-2401, Mr Viljoen.]

Limvaal Trustees, P.O. Box 95002, Waterkloof, 0145.

VAN'S AFSLAERS**OPENBARE VEILING**

In opdrag van Kurator van insolvente boedel **S. E. S. van Aswegen**, T3037/93, verkoop Van's Afslaers ondervermelde boedelbates sonder voorbehoud onderhewig aan bekragtiging, per openbare veiling op Vrydag, 9 September 1994 om 11:00, Hoewe J202, Elandslaagte, Marble Hall.

Beskrywing: Plaasimplimente, trekker, sleepwa, besproeiingspype ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers. [Tel. (012) 335-2974.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: N. SPALDING, MASTER'S REFERENCE No. T1562/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 10 Palmer Street, Dan Pienaarville, District of Krugersdorp, Transvaal, on Monday, 5 September 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.]

PHIL MINNAAR BK, AFSLAERS**INSOLVENTE BOEDELVEILING VAN BESIGHEIDSPERSEEL, DRIE SLAAPKAMER WONING ASOOK DEELTITEL WOONSTEL TE LYDENBURG**

In opdrag van die Kurator in die insolvente boedel **W. J. Landsberg**, Meestersverwysing T3247/93, verkoop ons ondergenoemde eiendomme per openbare veiling op Maandag, 12 September 1994.

Tyd en plek: 12:00 besigheidspersel te Langestraat 55, Lydenburg; 12:00 'n woonstel te Langestraat 54, Lydenburg; 13:00 'n woning te Bergstraat 24, Lydenburg.

Beskrywing van besigheidspersel: Restant Gedeelte van Gedeelte 1 van Erf 127, ook bekend as Langestraat 55, Registrasieafdeling JT, Transvaal, groot 1 561 m².

Verbeteringe: Vloeroppervlak ±720 m², stoorruimte 150 m², vier toilette, vier kleedkamers met klein kombuis, word tans gebruik as Supermark, bakkerie en slaghuis en word ook huidiglik verhuur op maand basis.

Besigtiging: Daaglik tussen 08:00 en 17:00.

Beskrywing van woonstel: Deeltitel woonstel ses van Deeltitel Isolda, ook bekend as Isoldawoonstelle 6, Langestraat 54, Lydenburg, Registrasieafdeling JT, Transvaal.

Verbeteringe: Sit-/eetkamer, twee slaapkamers, kombuis, badkamer, ingeboude kaste, volvloermatte en toesluit motorhuis No. 6.

Besigtiging: Daaglik tussen 09:00 en 15:00.

Beskrywing van woning: Erf 1635, Lydenburg, ook bekend as Bergstraat 24, Lydenburg, Registrasieafdeling JT, Transvaal, groot 4 055 m².

Verbeteringe: Sit-/TV kamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, aparte opwasarea, volvloermatte, twee buitekamers met geriewe, diefwering en toesluit motorhuis.

Besigtiging: Maandae en Vrydae tussen 09:00 en 15:00.

Terme: 20% (twintig persent) deposito en balans gewaarborg binne 30 dae na bekragtiging.

Verdere navrae: Skakel Martin Pretorius. Tel. (012) 322-8330/1.]

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1/2.] [Faks. (012) 322-9263.]

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BALFOUR op 23 September 1994 om 10:00 voor die Landdroskantoor te BALFOUR die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE Gedeelte van die plaas VLAKPLAATS 348, Registrasie Afdeling I.R., Transvaal;

GROOT: 833,8067 HEKTAAR

Blykens Akte van Transport T10291/1991

in die naam van **LIZETTE DE LANGE**

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

18 km suidsuidoos van Devon

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, stoor met werkwinkel, staalkonstruksiestoor, koeistal met melkkamers, buitekamer, bulstal, motorhuis, kampong en 3 silo's. Veekerend omhein en verdeel in kampe. 3 Boorgate, tenk, sementdam, suipkrippe en spruit met kuile.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkoms, bewoningsregte, koopooreenkoms 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: ABAB 02763 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 25 Augustus 1994.

INTERNATIONAL AUCTIONEERS

ROCON ENGINEERING (PTY) LTD, IN LIQUIDATION, MASTER'S REF. No. T2114/94

Lathe, Elga guillotine, hydraulic presses, compressor, welders, etc.

Sales take place on Tuesday, 13 September 1994 at 10:00 at 27 Baldwin Street, Village Deep.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A. J. DE VILLIERS, MASTER'S REFERENCE No. T5008/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Portion 2 (a portion of Portion 67) of the farm Bultfontein 192, District of Nigel, Registration Division IR, Transvaal, on Monday, 5 September 1994, commencing at 10:30, a vacant stand.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

VERED AUCTIONEERS

TIMELAND (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T905/94

Instructed by the Liquidator in the above matter we will sell by public auction development rights for both serviced and unserviced land in the remainder of Tokoza Township Extension 5, approximately 180 serviced stands.

Conditions: The rights will be sold to the highest accepted bidder subject to confirmation by the Liquidator.

Terms: 15% (fifteen per centum) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Tuesday, 21 September 1994 at 15:00, in the Boardroom, Vered House, 29 Tyrone Avenue, Parkview, Johannesburg (near Zoo Lake).

For further information and to view please phone the Auctioneers Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

M. S. SLABBERT, SHERIFF**INSOLVENT ESTATE: H. O. ESSACK, MASTER'S REFERENCE T4494/93**

Duly instructed by the Curator in the above-mentioned matter, the following goods will be sold by public auction to the highest bidder at Sheriff's Office, 17 Caledon Street, Standerton, on Thursday, 22 September 1994 at 10:00.

Quantity mens and ladies clothes/underware and shoes, hats, ties and socks; quantity children/baby shoes and clothes; quantity coathanger and tapes. Till, counter and cases school/travel.

Terms: Strictly bank-guaranteed cheques or cash. Voetstoots.

M. S. Slabbert, Sheriff, P.O. Box 373, Standerton, 2430. [Tel. (01331) 2-6234.]

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN SPOG, RUIM FAMILIE WONING IN DIE GESOGDE WOONBUURT, GOLFSIG, MIDDELBURG, TRANSVAAL, NABY GOLFBAAN

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **A. M. en H. van Aarde**, Meestersverwysing T4806/93, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 2058, geleë te A. G. Visserstraat 20, Golfsig, Middelburg-uitbreiding 8, Middelburg, Transvaal, groote 2 080 vierkante meter.

Verbeterings: Staan teëldak klinkersteen, drie slaapkamer woning, twee en 'n half badkamers, naaldwerkkamer, sitkamer, eetkamer, oopplan kombuis, familiekamer/kroeg en gang, drie motorhuise, bediendekamer met geriewe, swembad, braai, lapa en pragtige tuin ens.

Plek: Op die perseel, A. G. Visserstraat 20, Golfsig, Middelburg, Transvaal.

Datum en tyd: Donderdag, 15 September 1994 om 11:30.

Afslaaersnota: Pragtige woning, regte adres, beslis die moeite werd.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglik of reël met afslaaers.

Verdere navrae: Kontak Anna van der Watt, Meyer Afslaaers/Eiendomsagente. [Tel. (012) 323-7821 of (012) 45-4835 (n/u).] [Faks. (012) 324-5119.]

CAHI AFSLAERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, TWO BEDROOM FLAT, LYTTTELTON MANOR, VERWOERDBURG

Duly instructed by the Trustee in the insolvent estate **J. van der Colff**, Master's Ref. T1327/94, we will sell Thursday, 8 September 1994 at 11:00, on site 1 Riebeeck Flat, Van Riebeck Avenue, Lyttelton Manor, Verwoerdburg:

Two bedroom duplex flat, spacious lounge and dining-room, open plan kitchen with enclosed courtyard, small garden and double lock-up carport.

View by appointment only.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

AUCOR (PTY) LTD**NORTH HILLS FARM (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE No. T1567/94**

STATE OF THE ART FOOD PROCESSING AND PRODUCTION PLANT, VIRTUALLY NEW, ACKNOWLEDGED AS ONE OF THE FINEST IN THE WORLD, ACQUISITION COST R60 000 000, TO BE SOLD BY PUBLIC AUCTION AS A GOING CONCERN INCLUDING REAL ESTATE

Instructed thereto by the Joint Liquidators and Creditors the Aucor Group will offer this excellent food production facility.

The auction takes place on the spot, Farm Doornrandje, Erasmusrand, Pretoria, on Tuesday, 13 September 1994 at 10:30.

Should a satisfactory offer not be received for the business as a going concern the following sections will be offered in their entirety.

For a detailed brochure on the financials and all other information contact Eddie Winterstein of the auctioneers at (011) 444-5550.

Viewing: By appointment with the auctioneers only.

Terms: 20% (twenty per cent) by cash or bank-guaranteed cheque on the fall of the hammer on the day of auction. Balance to be paid within 7 days of confirmation by the joint liquidator. All bids exclusive of VAT.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

AUCOR (PTY) LTD**INSOLVENT ESTATE J. & F. M. FARMER, MASTER'S REFERENCE T2466/94****RANDBURG TOWNHOUSE, BEREJA APARTMENT, VEHICLES AND SLOT MACHINES**

To be sold at 1 River Park, River Park, Malanshof, on Saturday, 17 September 1994 at 10:30.

Duly instructed by the Trustee, L. F. Pereira, of the Joint Insolvent Estate of **James Farmer** and **Frances Mary Farmer** we will offer for sale by public auction as follows:

For further details please contact the auctioneer.

View: Day prior to the sale or by appointment with the auctioneer.

Terms:*Property:* 20% (twenty per centum) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid with guarantees acceptable to the Trustee within 30 days of confirmation.*Loose assets:* R2 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid (bank or bank-guaranteed cheque) on the day of the sale.*Note:* Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT. For security reasons no cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

AUCOR (PTY) LTD**ROSETTENVILLE KITCHEN PINE CENTRE (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T2432/92****PINE HOUSEHOLD FURNITURE, KITCHEN UNITS, ISUZU BAKKIE WITH FURNITURE BODY AND ELECTRIC TOOLS**

Duly instructed by the Liquidator in the above matter we will sell by public auction at HMB Homecentre, corner of La Rochelle and Glen Luce Roads, Glenesk, on Friday, 9 September 1994 at 10:30.

Buyers will find a large selection of kitchen units, TV cabinets, dressing tables, bookcases, chests of drawers, occasional tables and stools, beds, desks and a host of other items.

For further details please contact the auctioneers.

View: Day prior to auction.

Terms: R2 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid (bank or bank-guaranteed cheque) on the day of the sale. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.*Note:* For security reasons no cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

PROPERTY MART SALESDuly instructed by the Trustee of the insolvent estate **A. and S. Levy**, Master's Ref. T2297/93 we shall sell:

Lot 1, Erf 653, Berea, 496 square metres in extent upon which is erected Marshallly Court 36, Doris Street.

This is a concrete building with garaging on the ground floor and five floors of flats above comprising:

1. Four - one bedroom flats.
2. Six - two bedroom flats.
3. Two - three bedroom flats.
4. Twelve garages on ground floor.

A sectional title plan was approved in 1990 but was not registered.

Lot 2, Erf 655, Berea, 496 square metres in extent, zoned Residential 4, upon which is erected a dwelling, 38 Doris Street.

This is a four-bedroomed home with character sprung floors and pressed ceilings. A lounge, dining-room, two bathrooms, kitchen and pantry comprise the total accommodation.

The sale will be conducted as follows:

Lots 1 and 2 will first be offered provisionally separately and then together as one lot.

Viewing: Please contact the auctioneers for details.

Special note: A substantial bond is available to an approved purchaser. Please contact the auctioneers for details.

Sale takes place on the spot at 11:00 on 21 September 1994.

Terms: 20% (twenty per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.*Auctioneers:* Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215 a/h: (011) 462-3731, A. W. Hartard.]

ERPO AFSLAERS BK**INSOLVENTE VEILING****VOORHAKKERS - MEUBELWAENS**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel **Herbst en Seun Vervoer**, T2387/94, en ander verkopers, verkoop ons die onderstaande per openbare veiling te Boschstraat 1, Rustenburg, Vrydag, 2 September 1994 om 14:00.

Ligging: Vanaf Johannesburg en Pretoria - draai regs by eerste robot - Boschstraat 1.

Aanbieding:

Voorhakkers: MGG 871 T SAMAG 280 F16 1987, HCW 631 T Nissan CK41 1982, MLB 150 T SAMAG 280 F16 1988, CRY 200 T Magirus Deuts 232 D16 1978, MLD 729 T SAMAG 280 F16 1988, LZZ 335 T SAMAG 280 F16 1987, CJC 010 T Magirus 310 D19 1979, Nissan CK41 - onderstel en kajuit (gestamp), 1980 MAN 19-280 enkel as voorhaker, 1973 Cortina Allis Chalmer trekker (antiek).

Meubelwaens: JTW 054 T 13 m dubbel-as Pentachnican dubbel crank weldeck met bemanningskajuit (Pieterse), JTW 856 T 13 m dubbel-as Pentachnican dubbel crank weldeck met bemanningskajuit (Pieterse), CGW 274 T 11 m enkel-as Pentachnican dubbel crank weldeck met bemanningskajuit (Pieterse), DGJ 158 T 8m enkel-as Pentachnican weldeck, MDX 605 T 13 m enkel-as Pentachnican dubbel crank weldeck Zenna, DGJ 163 T 7 m enkel-as Pentachnican weldeck Henred, "Dollie" enkel-as Henred, MZV 398 T 13 m enkel-as dubbel crank weldeck met bemanningskajuit, 6 m Henred enkel-as platbak leunwa, 2 x 9 m Tandem dubbel-as platbak leunwa, 5 m platbak kalfie, 7 m Henred enkel-as platbak leunwa, 11 m Henred Tandem dubbel-as platbak leunwa, 8 m platbak kalfie.

Terme: Kontant of bankgewaarborgde tjeks alleen op die dag van die veiling.

Navrae: Erpo Afslers BK, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

KAAP • CAPE**PLAAS TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ELLIOT op 23 September 1994 om 10:00 voor die Landdroskantoor te ELLIOT die ondergemelde eiendom by publieke veiling verkoop:—

Die restant van die plaas SWARAN NR 72 in die Afdeling Elliot.

GROOT: 470,1418 hektaar

Blykens Akte van Transport T18658/1959

in die naam van **PIETER ANDRIES MARAIS**

Ligging van hierdie eiendom:—

24 km wesnoordwes van Elliot

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, skuur, rondawels, stoorkamer, enjinkamer, 6 arbeidershutte en 2 gastekamers. Vekeerend omhein en verdeel in kampe. Uitkeervoor uit sytak van Tsomorivier, grondbesproeiingsdam en verskeie fonteine.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste 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: DCAH 00508 08G 09G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 25 Augustus 1994.

NATAL

MARTIN AUCTIONEERS

Notice is hereby given that the assets comprising equipment, fixtures and fittings of **Scouter Investigations (Pty) Ltd**, in liquidation, Master's Reference No. N673/93, will be sold by public auction on Thursday, 15 September 1994 at 10:30, by Martin Auctioneers, 42 Winder Street, Durban.

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.*



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Important

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*See List of Fixed Tariff Rates and Conditions on
front inner pages*