

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 351

PRETORIA, 9 SEPTEMBER 1994

No. 15953

*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, toe- gevoeg 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 <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	42,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	115,20
Openbare veilings, verkope en tenders:	
Tot 75 woorde	35,10
76 tot 250 woorde	90,20
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	145,30
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	45,20
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede- registers en/of verklaring van dividende	57,60
Verklaring van dividende met profytstate, notas ingesluit	132,60
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	200,30
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies	75,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	200,30
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	200,30
Verlenging van keurdatum	25,20
Tersydestelling en afwysings van aansoeke (J 158)	25,20

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

LIST OF FIXED TARIFF RATES

*Rate per
insertion
R*

Standardised notices

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

9. Geen kennisgewing word vir publikasie aanvaar nie tensy die koste van die plasing(s) daarvan vooruit betaal is deur middel van 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 verkoopprijs van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

1. Sorg asb. dat u advertensies vroegtydig gepos word en dat die regte bedrag seëls daarop 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
GOEWERMENSKENNISGEWINGS **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 6610/940

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

In the matter between **Johannesburg Municipal Pension Fund**, Execution Creditor, and **Van Heerden, Marthinus Johsias**, Execution Debtor

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court, in the above matter the Sheriff of Kempton Park, will sell by public auction on Thursday, 29 September 1994 at 10:00, at 8 Park Street, Kempton Park, the following immovable property:

Certain Section 15 as shown and more fully described on Sectional Plan SS493/90 in the building or buildings known as Omega Flats, situated at Erf 2846, Kempton Park Township, consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and carport, measuring 79 square metres;

an undivided share in the common property in the land and building or building as shown and more fully described in the said sectional plan apportioned to the same section in accordance with the participation quota of the said section, held under Deed of Transfer ST25399/92;

an exclusive area described as Parking P25 measuring 12 square metres being part of the common property comprising the land and building known as Omega Flats, situated at Erf 2846, Kempton Park Township, Registration Division IR, Transvaal, as shown and more fully described on Sectional Plan SS493/90 held under Certificate of Real Rights/Notarial Deed of Cession CK1913/92.

The conditions of sale may be inspected at the office of the Sheriff, Kempton Park, 8 Park Street, Kempton Park.

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

M. R. Brauer, for Friedland Hart & Partners, Attorneys for Plaintiff, 201 Van der Stel Building, 179 Pretorius Street, Pretoria.
[Tel. (012) 326-3331/8.] (Ref. Mr Brauer/pk.)

Case 32823/92
PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Steenkamp, Christiaan Jakobus**, Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at office of the Sheriff of Alberton, First Floor, Terrace Building, on 27 September 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff of Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale, of the undermentioned property situated at:

17 Vaal Road, Brackendowns, being Erf 1314, Brackendowns Extension 1 Township, Registration Division IR, Transvaal, measuring 1 165 (one thousand one hundred and sixty-five) square metres, held by Deed of Transfer T17968/1991, which is zoned as residential and consists of (not guaranteed):

A dwelling entrance hall, lounge, dining-room, family room, three bedrooms, study, bathroom, watercloset, kitchen, single garage and servant's quarters with watercloset and shower.

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 bonds rates payable against registration of transfer, to be secured by a bank- or building society- or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, 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).

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

S. H. Treisman, for Hofmeyr van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Slabber.)
isman/Mrs Slabber.)

Case 17557/94
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 **De Swardt, Gideon Jacobus**, First Execution Debtor, and **De Swardt, Adri**, 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, Germiston South, on 26 September 1994 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, Du Pesanie Building, 72 Joubert Street, Germiston, prior to the sale:

Certain Erf 178, situated in the Township of Dinwiddie, Registration Division IR, Transvaal, being 53 Studland Street, Dinwiddie, Germiston, measuring 750 (seven hundred and fifty) 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 and shower, three bedrooms and bathroom, with outbuildings with similar construction comprising of carport, garage, servant's room, toilet, store-room and swimming-pool.

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

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

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

B. W. Webber, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.339.)

Case 12797/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **ZN Properties CC, ZN Properties CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 30 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 94, Rivonia Extension 7 Township, Registration Division IR, Transvaal, area 3 794 (three thousand seven hundred and ninety-four) square metres, situated at 3 Vickers Road, Rivonia Extension 7, Sandton.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two and a half bathroom, kitchen, lounge, dining-room, family room, double garage, store-room, swimming-pool, tennis court, servants' quarters, servant's toilet with precast and brick walls around property.

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

Dated at Johannesburg on this 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 N1:NS39.)

Case 1852/94

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

In the matter between **City of Johannesburg Pension Fund**, formerly trading as Johannesburg Municipal Second Pension Fund, Plaintiff, and **Mthshali, Bhuti Albert**, First Defendant, and **Mthshali, Patience Mantombi**, Second Defendant

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court in the above matter the Sheriff of Vanderbijlpark will sell by public auction on Friday, 23 September 1994 at 10:00, at the Main Entrance Hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, the following immovable property:

Certain Site 626, Lakeside Township, Registration Division IQ, Transvaal, situated at 626 Lakeside, a dwelling-house with tiled roof consisting of three bedrooms, lounge, kitchen and bathroom, measuring 230 (two hundred and thirty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL15214/91.

Nothing is guaranteed.

The conditions of sale may be inspected at the office of the Sheriff of Vanderbijlpark, Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark.

Dated at Pretoria on this 12th day of August 1994.

M. R. Brauer, for Friedland Hart & Partners, Attorneys for Plaintiff, 201 Van der Stel Building, 179 Pretorius Street, Pretoria.
[Tel. (012) 326-3331/8.] (Ref. Mr Brauer/sb.)

Case 10872/94
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 **Jansen van Rensburg, Michael Edward**, Execution Debtor, and **Jansen van Rensburg, Susan**, 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 4 October 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 1698, situate in the Township of Albertsdal Extension 6, Registration Division IR, Transvaal, being 7 Cedarburg Road, Albertsdal Extension 6, Alberton, measuring 1 303 (one thousand three hundred and three) square metres.

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

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

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

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

Dated at Johannesburg this 15th day of August 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/VA.288.)

Case 15830/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van der Walt, Andre Jacobus**, Execution Debtor, and **Van der Walt, Jacqueline Carol**, 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 4 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 39, situate in the Township of Roodebult, Registration Division IR, Transvaal; being 7 Firethorn Crescent, Roodebult, Germiston, measuring 709 (seven hundred and 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, bathroom, toilet/shower with outbuildings with similar construction comprising of garage, toilet and swimming-pool.

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

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

Dated at Johannesburg this 15th day of August 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/VA.292.)

Case 11211/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Gregory Clifton Prince**, First Defendant, and **Ingrid Imelda Prince**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 23 June 1994, the property listed hereunder will be sold in execution on Friday, 7 October 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 228, Geluksdal Township, Registration Division IR, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, known as 228 Dorianrylaan, Geluksdal, Brakpan.

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

Main building: Bricks under corrugated iron residence comprising lounge, two bedrooms, bathroom and kitchen. *Fencing:* Wire. *Zoned:* Residential 1.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per 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 18,50% (eighteen comma fifty per centum) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 12th day of June 1994.

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

Saak 3954/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Jacobus Christiaan van der Merwe**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogernelde aksie toegestaan op 15 April 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 21 September 1994 om 10:00:

Erf 339, geleë in die dorpsgebied Elarduspark, Registrasieafdeling JR, Transvaal, grootte 1 243 vierkante meter, gehou kragtens Akte van Transport T9754/92 (die eiendom is ook beter bekend as Hoffetstraat 632, Elarduspark).

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 Woonhuis onder 'n sinkdak, bestaande uit drie slaapkamers, twee badkamers, kombuis, opwaskamer, sit-/eetkamer en dubbelmotorhuis.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju te Edenpark, Hoewe 83, Lyttelton-landbouhoewes, Verwoerdburgstad, waar dit gedurende normale kantoorure geïnspekteer kan word.

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

G. van der Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. V.d. Burg/LVDW/F8094/B1.)

Case 109709/91

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

In the matter between **Wibsey Dip Nominee (Pty) Limited**, Plaintiff, and **Manuel Goncalves Jardim**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 4 November 1992 and a subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 10:00, at the offices of the Magistrate, corner of Fox and West Streets, Johannesburg, namely:

Erf 136, Roseacres Extension 2 Township, also known as 27 Gard Road, Roseacres, Johannesburg.

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

1. Ten per centum (10%) of the purchase price to be paid on the date of sale.
2. The balance of the purchase price plus interest to be guaranteed within 14 (fourteen) days of the date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

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

Moss, Marsh & Georgiev, Ground Floor, Marshall Place, 66 Marshall Street; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892/9.] (Ref. LC/FB9.)

Case 3183/94

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Deakin, K. J.**, First Defendant, and **Deakin, G. E.**, Second Defendant.

Pursuant to a judgment granted by the above Honourable Court dated 16 June 1994, and a warrant of execution, the undermentioned property will be sold on 16 September 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 772, Selection Park Township, Registration Division IR, Transvaal, known as 59 Bushell Crescent, Selection Park, Springs, measuring 1 239 (one thousand two hundred and thirty-nine) square metres, held under Deed of Transfer T47663/1987.

Improvements: Brick building under tiled roof consisting of entrance hall, lounge, kitchen, washroom, five bedrooms, two bathrooms and two outside rooms.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.
2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Court's fees.
3. The purchaser shall be liable for all outstanding rates and taxes.
4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Springs.

Dated at Springs this 28th day of July 1994.

Ian M. Stoloff, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street; P.O. Box 184, Springs. [Tel. (011) 812-2400.] (Ref. Mr Stoloff/NB/D36.)

**Case 18530/93
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 **Diadla, Samuel Mphikeleli**, First Execution Debtor, and **Diadla, Mary Magdalene**, 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 Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 30 September 1994 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 1649, situate in the Township of Evaton North, Registration Division IQ, Transvaal; being 1649 Kgosi Street, Evaton North, Vanderbijlpark, measuring 400 (four 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, lounge/dining-room, two bedrooms and bathroom.

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

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

Dated at Johannesburg this 4th day of August 1994.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.250.)

Saak 4373/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Limited**, Eiser, en **Petrus Karel Johannes van Wyk**, Verweerder

Ter uitvoering van die uitspraak gelewer in bogemelde saak op 3 Januarie 1991, en vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 7 Oktober 1994 om 11:00, te die kantore van die Balju, Pretoria-Noord, Gedeelte 83, De Onderstepoort, ou Warmbadpad Bon Accord, distrik Pretoria:

Sekere Gedeelte 109 ('n gedeelte van Gedeelte 1) van die plaas Bultfontein 107, geleë in die Registrasieafdeling JR, distrik Pretoria, groot 35,9743 (vyf-en-dertig komma nege sewe vier drie) hektaar, gehou kragtens Transportakte T17198/68.

Verbeterings: Drieslaapkamerwoonhuis met badkamer, sitkamer, eetkamer en kombuis.

Buitegeboue: Twee motorhuise, agt bediendekamers en stoor.

Voorwaardes van verkoop:

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 die Hooggeregshof, Wet No. 59 van 1959, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 20,54% (twintig komma vyf vier persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Pretoria-Noord, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, distrik Pretoria, en Rossouws, Tweede Verdieping, SA Property House, Elizabethstraat 6, Bloemfontein, Tel. (051) 30-5870, ingesien word.

Geteken te Bloemfontein hierdie 2de dag van Augustus 1994.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Case 12629/94
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 **Skinner, Norman Malcolm**, 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 Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 30 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 1120, situated in the Township of Blairgowrie, Registration Division IQ, Transvaal, being 93 Barkstone Drive, Blairgowrie, Randburg, measuring 1 110 (one thousand one 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, family room, study, laundry, dressing-room, store-room, lounge/dining-room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of three carports, servant's room, toilet, laundry, store-room and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 R100 (one hundred rand).

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S.555.)

Saak 2030/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Nicolaas Oosthuysen**, Eerste Verweerder, en **Elizabeth Oosthuysen**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 21 Julie 1994, en 'n lasbrief vir eksekusie uitgereik deur die klerk van die Hof op 21 Julie 1994, sal die ondervermelde vaste eiendom op Vrydag, 30 September 1994 om 10:00, voor die Landdroskantoor te Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 2 van Erf 600, geleë in die dorp Ermelo, Registrasieafdeling IT, Transvaal, groot 1 666 (eenduisend seshonderd ses-en-sestig) vierkante meter, ook bekend as Jacobstraat 20, Ermelo.

Die eiendom is verbeter: Woonhuis bestaan uit sitkamer, televisiekamer, vier slaapkamers, badkamer met aparte toilet, kombuis en waskamer.

Buitegeboue: Motorhuis, bediendekamer en toilet.

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

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

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

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

Geteken te Ermelo hierdie 8ste dag van Augustus 1994.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350.

Saak 734/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Gary Russell Matthews**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 15 Maart 1994, die onderstaande eiendom te wete:

Gedeelte 7 van Erf 1563, Selcourt-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Ramionaweg 78, Selcourt, Springs, in eksekusie verkoop sal word op 23 September 1994 om 15:00, aan die hoogste bieder, by die kantoor van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Dubbelmotorhuis, 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 10de dag van Augustus 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/M 1809.)

**Case 8363/94
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 **Jele, Nomvuyo Maureen**, 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 Site 170, situated in the Township of Teanong, Registration Division IR, Transvaal, being 170 Teanong, Tembisa, 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, three bedrooms, two bathrooms 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 on this 9th 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/J.118.)

Case 4552/94
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 **Ratsoeu, Morapedi Johannes**, First Execution Debtor, and **Ratsoeu, Mafeni Selina**, 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 Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 30 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: Erf 1671, situated in the Township of Sebokeng Unit 10, Registration Division IQ, Transvaal, being 1671 Sebokeng Unit 10, measuring 400 (four 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, lounge/dining-room, separate toilet, 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 5th 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/R.194.)

Saak 59464/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **H. W. Austin**, Eerste Verweerder, **J. A. Austin**, Tweede Verweerder en **H. E. Austin**, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 4 November 1991, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op 6 Oktober 1994 om 10:00:

Resterende Gedeelte van Gedeelte 2 van Erf 46, geleë in die dorpsgebied Mayville, Registrasieafdeling JR, Transvaal, groot 1351 (eenduisend driehonderd een-en-vyftig) vierkante meter, beter bekend as 952 Mortimerlaan, Mayville.

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 verbeteringe word verskaf maar nie gewaarborg nie: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer, toilet, voorstoep, dubbelmotorhuis, bediende kwartiere, swembad, boorgat met pomp, huis lugverkoel en geplaveide oprit.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju aan die Landdroshof, Pretoria-Wes.

Geteken te Pretoria op hierdie 26ste dag van Augustus 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR18009.)

Case 13759/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Wyk, Frans**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 29 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 354, Eldorado Park Township, Registration Division IQ, Transvaal, area 396 (three hundred and ninety-six) square metres, situation 29 Jaspiss Street, Eldorado Park.

Improvements (not guaranteed): A house under asbestos roof consisting of bedroom, kitchen, lounge with brick walls around property.

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

Dated at Johannesburg on this 25th 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 N5:NT142.)

Case 15509/94
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bakker, Biem Cornelis**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 29 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Unit comprising Section 7, and its undivided share in the common property in the Senator Towers sectional title scheme, area 47 (forty-seven) square metres, situation Unit 7 (Flat 7), Senator Towers, corner of Hancock and Quartz Streets, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consisting of bedroom, bathroom and kitchen with lounge.

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

Dated at Johannesburg on this 25th 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 Z51.)

Case 9319/94
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khulwa, Catherine Nombulelo**, 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, Pollock Street, Magistrate's Court, Randfontein, on Friday, 30 September 1994 at 14:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 676, Mohlakeng Township, Registration Division IQ, Transvaal, area 251 (two hundred and fifty-one) square metres, situation 676 Lobengula Street, Mohlakeng, Randfontein, 1760.

Improvements (not guaranteed): A two roomed house under iron roof with garage.

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

Dated at Johannesburg on this 25th 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 N140:NC179.)

Case 15846/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Martinez, Antonio Zafra**, First Defendant, and
Martinez, Anna Paula Pina, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 29 September 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Unit comprising Section 7, exclusive use area Carport C7, Garden G7, Servant's room R7, Stoep S7 and their undivided share in the common property in the Bruma Lake Village sectional title scheme, area 85 (eighty-five) square metres, 14 (fourteen) square metres, 52 (fifty-two) square metres, 13 (thirteen) square metres and 16 (sixteen) square metres, situation 7 Bruma Lake Village, Frederick Beyers Street, Bruma.

Improvements (not guaranteed): A flat consisting of two bedrooms, two bathrooms and kitchen with lounge/dining-room.

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

Dated at Johannesburg on this 25th 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 Z56.)

Case 15984/94
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 **De Beer, Frederik Johannes**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Krugersdorp on 28 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Portion 3 of Erf 310 situated in the Township of Krugersdorp, Registration Division IQ, Transvaal, being 39 Wishart Street, Krugersdorp, measuring 853 (eight hundred and fifty-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, entrance hall, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, carport, servant's room, toilet, shower, swimming-pool.

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

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

Dated at Johannesburg this 25th 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/bt/D.329.)

Case 33734/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kunene, Bennet**, 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 6 October 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 2638, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 2638 Protea Glen Extension 2, Soweto, measuring 240 (two hundred and forty) square metres.

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

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

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

Dated at Johannesburg this 25th 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.188.)

Saak 482/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen **United Bank**, Eksekusieskuldeiser, en **Jan Jacob Antonie Christoffel Bosch**, Eerste Eksekusieskuldenaar, en **Cecile Bosch**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom op 22 September 1994 om 11:00, voor die Landdroskantoor, Volksrust, in Eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Volksrust vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 879, geleë in die dorp Volksrust, Registrasieafdeling HS, Transvaal, groot 1 983 (eenduisend nege honderd drie en tagtig) vierkante meter.

Erf 897, is geleë te Pretoriusstraat 70, en is verbeter met 'n woonhuis en buitegeboue. Die belangrikste voorwaarde is dat die verkoping geskied voetstoots sonder 'n reserwe en dat 10% van die koopprijs op die dag van verkoping in kontant betaalbaar sal wees en die balans by registrasie van transport, waarvoor 'n aanvaarbare bank- of ander waarborg binne vyftien dae na datum van verkoping gelewer moet word op aanvraag.

Geteken te Volksrust op hierdie 3de dag van Augustus 1994.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11; Posbus 86, Volksrust, 2470. (Tel. 01333-2081.)

Saak 9948/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Johan Arend van Schalkwyk**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 14 Junie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 29 September 1994 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, verkoop:

Sekere: Deel 5, soos getoon en volledig beskryf op Deelplan SS214/84, in die gebou of geboue bekend as Lezanda met straatadres bekend as Lezandawoonstelle 5, Soutterstraat 317, Pretoria-Wes, groot 41 (een-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n enkelwoningstel met kombuis en badkamer/wk.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0145).]

Case 4473/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alfred Kivido**, First Defendant, and **Mary Magdelene Kivido**, Second Defendant

On 30 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwoort Street, Boksburg:

Certain Portion 165 (a portion of Portion 1) of Erf 846, Reiger Park Extension 1, Registration Division IR, Transvaal, situated at 165 Clarence September Street, Reiger Park Extension 1, Boksburg.

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

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

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

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

4. 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H01372.)

Case 219/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ghalim Raffie**, First Defendant, and **Laverne Sharon Raffie**, Second Defendant

On 30 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 191, Delmore Park Extension 2, Registration Division IR, Transvaal, situated at 3 Slinger Street, Delmore Park Extension 2, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, one and a half bathrooms, lounge, dining-room 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 pay all amounts necessary to obtain transfer of the property, including conveyancing transfer costs and duties, rates, taxes and other charges payable to the local authority.

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

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

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

Dated at Boksburg on this the 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H250.)

Case 7001/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Melsie Fastor Mokome**, Defendant

On 30 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 17110, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17110 Vosloorus Extension 25, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H01557.)

Case 6321/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ramahlaku Frans Mahlatsi**, Defendant

On 30 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 60, Vosloorus Extension 5, Registration Division IR, Transvaal, situated at 60 Vosloorus Extension 5, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, dining-room, 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01366.)

Case 6223/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Macaleka Nelson Salela**, First Defendant, and **Dimakatso Elizabeth Salela**, Second Defendant

On 30 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 1450, Vosloorus Extension 1, Registration Division IR, Transvaal, situated at 1450 Mokgara Street, Vosloorus Extension 1, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the day 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H01249.)

Case 5208/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Samuel Ndaba**, First Defendant

On 30 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 1637, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1637 Vosloorus Extension 3, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 (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 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01397.)

Case 11536/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cornelius Nongo Chumbuza**, First Defendant, and **Rosina Chumbuza**, Second Defendant

On 30 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 10895, Vosloorus Extension 14, Registration Division IR, Transvaal, situated at 10895, Vosloorus Extension 14, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 (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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00978.)

Case 7269/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buti Amos Tshabalala**, First Defendant, and **Zondi Glorence Tshabalala**, Second Defendant

On 30 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 20593, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20593 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 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 (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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01565.)

Case 478/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zanele Winnie Love Ntuli**, First Defendant

On 30 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 1839, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1839 Vosloorus Extension 2, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the day 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, taxes and other charges to the Local Authority.

4. The risk and benefit 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H1212.)

Saak 27662/92
PH 507

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

In die saak tussen **Bankorp Beperk**, Eiser, en **De Beer Petronella Maria**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 29 September 1994 om 12:00, by die perseel van die ondergemelde eiendom:

Sekere Gedeelte 2 van Erf 64, Linden-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 735 (eenduisend sewehonderd vyf-en-dertig) vierkante meter, geleë te Agtste Straat 127, Linden.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: Drieslaapkamerhuis, slaapkamer met badkamer, grasdak, draad- en houtpaalomheining met 'n baksteenoprit. Bestaande uit: Sitkamer, eetkamer, TV-kamer, badkamer, toilet en kombuis. Buitegeboue bestaande uit: Twee bediendekamers, motorhuis, toilet, swembadhuis en swembad (leeg).

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Johannesburg-Noord, Marshallstraat 131, Johannesburg, of die Eiser se prokureurs, Blakes Ing., te die Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie die 4de dag van Augustus 1994.

D. J. Rens, vir Blakes Ing., Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. mnr. Rens/IVDB/RRD036.)

Saak 6311/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk (Reg. No. 86/04794/06)** (Allied Bank), Eiser, en **Medvaal Belagings (Eiendoms) Beperk (87/02285)**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging sal die eiendom hieronder vermeld per openbare veiling gekoop word by die kantoor van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 30 September 1994 om 10:00:

Sekere Erf 533, Vereeniging-dorpsgebied, Registrasieafdeling IQ, Transvaal (Beaconsfieldlaan 39), groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter.

Verbeterings: Besigheidsperseel bestaande uit: Sitkamer, eetkamer, twee kombuise, drie slaapkamers, twee badkamers, toilet, vyf kantore, nege afdakke, betonmure met lemmetjiedraad.

Terme: Een tiende ($\frac{1}{10}$) van die koopprijs sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank- of bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrekk word aan die Balju, Landdroshof, te Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

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

Gedateer te Vereeniging op hierdie die 22ste dag van Augustus 1994.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicero-gebou, Lesliestraat 14, Vereeniging; Posbus 415. (Verw. mnr. Hoffman.)

Case 2334/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Macaleni Jacob Nkosi**, First Defendant, and **Johanna Justina Nkosi**, Second Defendant

On 30 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 2888, Vosloorus, Registration Division IR, Transvaal, situated at 2888 Matlala Street, Vosloorus, Boksburg.

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

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 (fourteen) days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, taxes and other necessary 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H338.)

Case 6237/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Oupa James Nsele**, First Defendant, and **Samukelisiwe Busisiwe Nsele**, Second Defendant

On 30 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 1852, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1852 Vosloorus Extension 3, 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 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01474.)

Case 5628/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Aubrey Robert Prince**, First Defendant, and **Catherine Jennifer Prince**, Second Defendant

On 30 September 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Portion 6 (a portion of Portion 1) of Erf 846, Reigerpark Extension 1, Registration Division IR, Transvaal, situated at 1 Johnny Arends Street, Reiger Park Extension 1, Boksburg.

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

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

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

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

4. 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 22nd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00883.)

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Samuel Carlinsky**, Eerste Verweerder, en **Eunice Carlinsky**, Tweede Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom naamlik:

Eiendom: Erf 1471, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal. *Ligging:* Plumstraat 11, Toekomsrus, Randfontein, in eksekusie verkoop op 30 September 1994 om 14:15 deur die Balju te die Landdroskantoor, Pollockstraat, Randfontein.

Verkoopvoorwaardes:

Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, p.a. Weber, Le Roux & Vennote, Fodenstraat 10, Aureus, Randfontein. (Tel. 953-1112.) (Verw. Jan Nel.)

Case 2466/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sipho Mike Mvelase**, First Defendant, and **Rosalie Mvelase**, Second Defendant

On 30 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 1534, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1534 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 23rd day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00781.)

Case 8802/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Edward Michael Molloy**, 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, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on 27 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 Section 11, as shown and more fully described on Sectional Plan SS28/84 in the scheme known as Utah, in respect of the land and building or buildings situated at Windsor Township, Local Authority of Randburg, area 110 square metres, situated at 11 Utah, Countesses Avenue, Windsor West.

Improvements (not guaranteed): Lounge, fitted kitchen, guest w.c., bathroom and two bedrooms. Fitted carpets and ceramic flooring. Separate garage and walled garden.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; balance and interest thereon at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 23rd day of August 1994.

Norton-Lambrianos, Plaintiff Attorney, c/o Hellen Ellis, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-3433.) (Ref. Mr Lambrianos/F1792/M29/MC.)

Case 11086/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Ntziyazi Margaret Mkhize**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort, and writ of execution the property listed hereunder which was attached on 4 March 1994, will be sold in execution on Friday, 7 October 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

Erf 8787, in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, in extent 525 (five hundred and twenty-five) square metres, situated at 8787 Dobsonville Extension 3.

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 26 degree pitched tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising combined lounge and dining-room, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* None. *Improvements:* Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort on this the 25th day of August 1994.

Melman & McCarthy, Inc. Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6458.)

Case 10842/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **James: Sylvester Bonaventure Joseph**, First Defendant, and **James: Sharon Bernadette**, Second Defendant

In pursuance of 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 Inc., 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 the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 881, in the Township of Zakariyya Park Extension 4, Registration Division IQ, Transvaal, in extent 400 (four hundred) square metres, situated at 881 Origanum Crescent, Zakariyya Park Extension 4.

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

Residence: Single storey dwelling, detached, built of bricks and painted plaster and under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing, concrete walls and alarm system.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg; N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.] (Ref. D. McCarthy/J. Soma/MN6577.)

Case 13443/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited** Plaintiff, and **Rugan: Sharedon Fehmida**, Defendant

In pursuance of 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 Inc., 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 the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 861, in the Township of Zakariyya Park Extension 4, Registration Division IQ, Transvaal, in extent 400 (four hundred) square metres, situated at 861 Myrrh Close, Zakariyya Park Extension 4.

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

Residence: Single storey dwelling, detached, built of bricks and painted plaster and under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg;
N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]
(Ref. D. McCarthy/J. Soma/MN6608.)

Case 11950/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Piet Hlengane Monkge**, Defendant

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

Certain Erf 578, Block GG, situated in the Township of Soshanguve, Registration Division JR, Transvaal, area 300 (three hundred) square metres, situated at Site 578, Block GG, Soshanguve.

Improvements (not guaranteed): A lounge, kitchen, two bedrooms and bathroom.

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

The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Matlala Inc., Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. Docex. 70. [Fax. (012) 323-7431.] [Tel. (012) 326-8923/4/5.] (Ref. MJL/jm/L6525.)

Case 11951/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ishmael Michael Leshika**, Defendant

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

Certain Erf 20111, situated in the Township of Mamelodi, Registration Division JR, Transvaal, area 330 (three hundred and thirty) square metres, situated at Site 20111, Mamelodi.

Improvements (not guaranteed): A lounge, kitchen, three bedrooms and bathroom.

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

The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Matlala Inc., Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. Docex. 70. [Fax. (012) 323-7431.] [Tel. (012) 326-8923/4/5.] (Ref. MJL/jm/L6524.)

Saak 792/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Gwendolene Elizabeth Payne**, Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 2 Junie 1994 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 30 September 1994 om 10:00, by die Landdroskantoor, geleë te hoek van Hooge en Retiefstraat, Potgietersrus, aan die hoogste biebër, naamlik:

Erf 2391, geleë in die dorp Piet Potgietersrust-uitbreiding 8, Registrasieafdeling KS, Transvaal, groot 800 (agthonderd) vierkante meter, gehou kragtens Transportakte T61881/93.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Amarylisstraat 23, Potgietersrus-uitbreiding 8. Gebou van steen onder sinkdak en bestaande uit:

Sitkamer, eetkamer, kombuis, vier slaapkamers waarvan een met stort en spoellatrine, badkamer, spoellatrine, buite spoellatrine, motorafdak van staal onder sink en omhein met beton en steenmure.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Potgietersrus, Voortrekkerweg 5, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op die 23ste dag van Augustus 1994.

J. F. Winnertz, vir Borman Snyman en Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus, 0600. (Verw. mnr. Winnertz/LR/EA.9290.)

Case 8536/93

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

In the matter between **First National Bank**, Plaintiff, and **P. C. P. & A. J. van Niekerk**, Defendants

Kindly take notice that pursuant to a judgment of the Above Honourable Court granted on 24 December 1993, and subsequent warrant of execution the undermentioned property will be sold in execution at the Sheriff's Office, Fourth Street, Springs, on 28 October 1994 at 15:00, namely:

Erf and Township: Erf 1289, Welgedacht Township, held by Deed of Transfer T11705/1982, measuring 1 115 square metres, Registration Division IR, Transvaal, also known as 19 Fifth Avenue, Welgedacht.

Description of the property: Three bedrooms, lounge, dining-room, two bathrooms, kitchen, garage and outside toilet.

Terms: The purchaser shall pay to the Sheriff, 10% (ten per centum) of the purchase price of the property on the date of the sale. The purchaser shall pay 5% (five per centum) auctioneer charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand). Within 14 days of the date of the sale the purchaser must deliver and acceptable bank guarantee for payment of the balance of the purchase price on registration of the property in his/her name. The purchase shall be liable to pay interest at a rate of 19% (nineteen per cent) per annum, from date of sale to date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the offices of the Sheriff of the Court.

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

B. Cooper, for Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Ref. Mr Ashton/NK/DN1863.)

Case 6092/93

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

In the matter between **The Town Council of Springs**, Plaintiff, and **Lankie Reserve (Pty) Ltd**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 7 October 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 497, Strubenvale, Springs, Registration Division IR, Transvaal, measuring 5 296 (five thousand two hundred and ninety-six) square metres, also known as 7 Circel Street, Strubenvale, Springs.

Description of property: Brick building, tiled roof, study, kitchen, two bathrooms, four bedrooms, double garage, servants' quarters, toilet and outside building.

Conditions: The sale will be subject to payment of 10% (ten per cent) of the purchase price on the date of sale and a bank or building society guaranteed cheque to be furnished within fourteen (14) days of date hereof, securing payment of the balance. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

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

H. F. Delport of Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. JD/EN/S00693.)

Saak 652/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Body Corporate of Andrietta Hof**, Eiser, en **A. L. du Plooy**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprijs gehou word te Eenheid 40, Andriettahof, Exchangeweg, Mindalore, Krugersdorp, op 28 September 1994 om 12:00, van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantore van Westvaal Afslaeers, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Krugersdorp, voor die verkoping ter insae sal lê:

Eenheid 40, Andriettahof, Exchangeweg, Mindalore, Krugersdorp, groot 59 (nege-en-vyftig) vierkante meter.

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

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

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap- of ander aanneembare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word. Indien 'n afslaer in diens geneem is soos in Reël 43 (9) bepaal, 2½% (twee en 'n half persent) op die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000 en daarna 1½ (een en 'n half persent) tot 'n maksimum van R3 000 met 'n minimum van R200.

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

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. Mev. v.d. Merwe/cb/B12173/ZD0207.)

Saak 3602/94

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

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Sambuti Simon Masango**, Eerste Verweerder, en **Mthethepi Kate Masango**, 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 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 22566, tesame met die verbeteringe of geboue daarop geleë in die Mamelodi-uitbreiding 4-dorpsgebied, gehou kragtens Akte van Transport van Huurpag TL44296/92, grootte 285 (tweehonderd vyf-en-tagtig) 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, 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 24ste dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. Mnr. van Wyk/B49/187/EJ.)

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

(Publieke veiling ingevolge artikel 47 van die Boedelwet, No. 66 van 1965)

In die boedel van wyle **Ben Speelman**, **Boedelnommer 10457/94**

In opdrag van die eksekuteur, Elsie Speelman, en ingevolge artikel 47 van die Boedelwet, No. 66 van 1965, soos gewysig, sal 'n verkoping in bogemelde boedel deur die Balju van die Landdroshof, Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel, op Vrydag, 21 Oktober 1994 om 09:00, van die ondervermelde eiendom van bogemelde boedel, op die voorwaardes wat deur die afslaer gelees sal word ten tyde van die verkoping en welke voorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, voor die verkoping ter insae sal lê:

Sekere Erf 97, geleë in die dorpsgebied Cerutiville, Registrasieafdeling IR, Transvaal, groot 764 vierkante meter, beter bekend as Panviewstraat 97, Cerutiville, Nigel, gehou onder Akte van Transport T36209/1975.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: Leë en onbeboende erf.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport.

Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 dae na datum van verkoping aan die Balju verskaf word.

Aldus gedoen en geteken te Nigel op hierdie 19de dag van Augustus 1994.

L. Etsebeth, vir Lockett & Etsebeth, Plesamgebou, Tweede Laan, Posbus 99, Nigel, 1490. (Verw. mev. G. E. Lyell.)

Saak 7355/94

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

In die saak tussen **ABSA Bank Bepersk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Jonathan James Smith**, Eerste Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, die hiernage-noemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 1464, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 281 (eenduisend tweehonderd een-en-tagtig) vierkante meter, ook bekend as Kemphaanstraat 14, Birch Acres-uitbreiding 3, Kempton Park, gehou onder Titellakte T71140/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborg word gegee in hierdie verband nie:

Verbeterings: Sitkamer, drie badkamers, eetkamer, drie toilette, vier slaapkamers, kombuis, familie-/TV-kamer, swembad, oprit, afdak, alles onder 'n teëldak en omhein met betonmure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuld-eiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 23ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1467.)

Saak 2630/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, Eiser, en **T. A. du Toit**, Eerste Verweerder, en **M. du Toit**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 9 Augustus 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusieskuldenaar op 26 September 1994 om 10:00, te die perseel Erf 1090, Secunda, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by die voormelde Balju voor die verkoping:

Erf 1090, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Adres: Heferstraat 1, Secunda.

Beskrywing van eiendom: Drie slaapkamers, kombuis, twee toilette, twee badkamers, sitkamer en eetkamer, groot 771 (sewe sewe een) vierkante meter.

Geteken te Secunda op hede hierdie 19de dag van Augustus 1994.

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

Saak 6750/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **NBS Bank Limited**, Eiser, en **A. P. Janse van Vuuren**, Eerste Verweerder, en **S. I. Janse van Vuuren**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Germiston, gedateer 30 Junie 1994, en 'n lasbrief vir eksekusie gedateer 21 Junie 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Maandag, 26 September 1994 om 10:00, deur die Balju vir die Landdroshof te Joubertstraat 72, Germiston, naamlik:

Sekere Gedeelte 179 ('n gedeelte van Gedeelte 168) van Erf 132, Klippoortjie-landbouhoewes-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Dowlingstraat 21, Klippoortjie Park, Germiston, groot 1 025 (eenduisend vyf-en-twintig) vierkante meter, gehou deur Adriaan Petrus Janse van Vuuren en Susanna Isabella Janse van Vuuren, onder Akte van Transport T29757/92.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Gepleisterde mure met teëldak bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer. *Buitegeboue:* Geen.

Terme en voorwaardes van verkoping:

1. *Terme:*

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

2. *Voorwaardes:*

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

Gedateer te Alberton op hede die 19de dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. [Verw. mnr. Ungerer/PP/N2483.]

Saak 11561/94

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

In die saak tussen **Transnet Beperk**, Eiser, en **Matolo Reuben Masemola**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 18 Julie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, Soshanguve, op 30 September 1994 om 11:00, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop:

Sekere Erf 22410, in die dorpsgebied Mamelodi-uitbreiding 4, Registrasieafdeling JR, Transvaal, met straatadres te Perseel 22410, Mamelodi-uitbreiding 4, Mamelodi, groot 364 (driehonderd vier-en-sestig) vierkante meter.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Wonderboom/Soshanguve, Plot 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. mnr. De Klerk/NS/SC0292/T71.)

Saak 11609/94

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

In die saak tussen **Transnet Beperk**, Eiser, en **J. C. Fourie**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 14 Julie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Belfast, op 23 September 1994 om 10:00, te Landdroshof, Waterval Boven, verkoop:

Sekere Gedeelte 2 van Erf 37-dorpsgebied, Waterval Boven, Registrasieafdeling JT, Transvaal, met straatadres te Racklaan 16, Waterval Boven, groot 773 (sewehonderd drie-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit: Drie slaapkamers, sitkamer, badkamer, kombuis, toegeboorde stoep en toesluit motorhuis met buitegeboorde.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Belfast, Van Riebeeckstraat, Belfast.

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. mnr. De Klerk/NS/SC0286/T69.)

Case 3754/94

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Casper Jeremia Grobler**, First Defendant, and **Johanna Hermina Isabella Grobler**, 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 19 14th Avenue, Lichtenburg Extension 4, on Friday, 23 September 1994 at 12:00, 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 1438, in the Town Lichtenburg Extension 4, Registration Division IP, Transvaal, also known at 19 Fourteenth Avenue, Lichtenburg Extension 4, measuring 1 177 (one one seven seven) square metres, held by Deed of Transfer T38751/93, subject to the conditions therein contained and more especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance-hall, lounge, dining-room, family room, kitchen, laundry, four bedrooms, bathroom/w.c., two garages, servant's w.c., swimming-pool and borehole.

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

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

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S224/94.)

Saak 573/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Mika Michael Tau**, Eerste Verweerder, en **Tlhubo Margaret Tau**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde as 'n eenheid op 30 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 1424, Block GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1442/90, grootte 427 (vierhonderd sewe-en-twintig) 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 deposit en kostes.
4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord op hierdie 23ste dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/203.)

Saak 7057/94

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

In die saak tussen **ABSA Bank Bepersk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Marthinus Hermanus Breed**, Eerste Eksekusieskuldenaar, en **Janetta Alida Breed**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 27 Junie 1994, die hierna genoemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf 1481, Birchleigh-Noord-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 vierkante meter, ook bekend as 42 Theunisstraat, Birchleigh-Noord, Kempton Park, gehou onder Titelakte T9845/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie:

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, twee slaapkamers, kombuis, afdak, alles onder teëldak en omhein met mure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar, onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park op hierdie 22ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtle-gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1458.)

Saak 7054/94

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

In die saak tussen **ABSA Bank Bepersk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Conrad Jacobus van Schalkwyk**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 4 Julie 1994, die hierna genoemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf 530, Birch Acres-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 vierkante meter, ook bekend as 273 Pongola River Drive, Birch Acres, Kempton Park, gehou onder Titelakte T47064/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie:

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, kombuis, twee motorhuise, studeerkamer, oprit, alles onder teëldak en omhein met mure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar, onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park op hierdie 22ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtle-gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1461.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Zandisile Mali**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 28 Julie 1994, sal die ondervermelde eiendom op Vrydag, 30 September 1994 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 4460, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 248 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.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie. Enkelverdiepingwoning bestaande uit drie slaapkamers, badkamer, sitkamer 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, Championstraat 25, Orkney, 2620, nagesien word.

Gedateer te Klerksdorp op hierdie 18de dag van Augustus 1994.

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

Saak 8447/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Zwelisha Msane**, Eerste Verweerder, en **Mogomotsiemang Nelly Msane**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 28 Julie 1994, sal die ondervermelde eiendom op Vrydag, 30 September 1994 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 4326, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 198 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.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie. Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, sitkamer 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, Championstraat 25, Orkney, 2620, nagesien word.

Gedateer te Klerksdorp op hierdie 18de dag van Augustus 1994.

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

Case 1048/94

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Bishop Wilfred Manamela**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held in front of the Magistrate's Office, Van Emmenis Street, Nylstroom, 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, prior to the sale:

Erf 970, situated in the Town Phagameng Extension 1, Registration Division KR, Transvaal, measuring 388 (three hundred and eighty eight) square metres, held under Deed of Transport TE72139/91, subject to the conditions therein contained and more especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with tiled roof consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/w.c.

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

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

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel.(012) 320-8500.] (Ref. EME/ep S80/94.)

Case 5616/88

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **P. Z. & T. S. Njinge**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 4 July 1988, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 October 1994 at 15:00, at the premises of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property: Erf 11744, kwaThema, Springs, Registration Division IR, Transvaal, measuring 436 square metres, postal address Stand 11744, kwaThema, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, kitchen, lounge, two bedrooms, bathroom and toilet.

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

2. The purchaser shall pay a deposit of 10% (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 and 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 22 August of 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eight Street, Springs. (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/S88090.)

Case 6606/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 8 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 Leeuwoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 17472, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated at 17472 Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 340 (three hundred and forty) square metres.

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

Building built of concrete blocks and tiled roof comprising of lounge, kitchen, two bedrooms and bathroom.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00192/Mrs Kok.)

Case 34076/93
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 **Reyneke, Abraham Christoffel**, First Execution Debtor, and **Reyneke, Elizabeth**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the 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 Defendants 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 1, situated in the Township of Falcon Ridge, Registration Division IQ, Transvaal, being 2 Kwartel Street, Falcon Ridge, Vereeniging, measuring 2 554 (two thousand five hundred and fifty-four) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 22nd day of August 1994.

B. W. Webber, for Ramsay, Webber and Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.156.)

Case 13748/94
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 **Masuku, Siphso Gilbert**, 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 30 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 13954, situated in the Township of Vosloorus Extension 10, Registration Division IR, Transvaal, being 13954 Vosloorus Extension 10, Boksburg, measuring 286 (two hundred and eighty-six) square metres.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 23rd 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/M864.)

Case 15607/94
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 **Ngubeni, Siphso Patrick**, 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 30 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 8283, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8283 Vosloorus Extension 9, Boksburg, measuring 315 (three hundred and five) square metres.

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

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

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

Dated at Johannesburg this 22nd day of 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/N262.)

Case 4756/93
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 **Mohale, Ngwako Richard**, First Execution Debtor, and **Mohale, Christina Matshidiso**, 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 main entrance hall of the Magistrate's Court, Vanderbijlpark, on 30 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 1718, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1718 Msibi Street, Evaton North, Vanderbijlpark, measuring 330 (three 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, two bedrooms and bathroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 23rd 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/M552.)

Case 683/94

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Mmaboki Samuel Morena**, First Defendant, and **Ramatsobane Dolly Morena**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 24 March 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 28 September 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 30252, Daveyton Township, Registration Division IR, Transvaal, situated on 30252 Kutumela Street, Daveyton, District of Benoni, being the *domicilium citandi et executandi*, measuring 288 (two hundred and eighty-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 residence comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. Wire fencing.

Zoned: Residential.

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

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

Dated at Benoni on this the 23rd day of August 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs. Kok/N20031.)

Saak 31330/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Coenrad Christoffel Fourie**, Verweerder

Geliewe kennis te neem dat die eiendom bekend as Erf 1292, geleë in die Danville-uitbreiding 1-dorpsgebied, Registrasie-afdeling JR, Transvaal, groot 694 (ses nege vier) vierkante meter, gehou kragtens Akte van Transport T46799/1981, en geleë te Duvenhagestraat 221, Danville-uitbreiding 1, Pretoria, in eksekusie verkoop sal word op 29 September 1994 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Gemelde eiendom bestaan uit: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet. *Buitegeboue*: Motorafdak, enkelmotorhuis en swembad.

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir bogemelde verkoping ter insae lê by die kantore van die Balju: Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hierdie 22ste dag van Augustus 1994.

N. Doman, vir Laäs, Döman & Vennote, Vierde Verdieping, Adventiciagebou, Visagiestraat 180, Pretoria. (Tel. 323-2316.) (Verw. N. Döman/yva/NT08-365.)

Saak 4786/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Paul Stevenson**, Eerste Eksekusieskuldenaar, en **Sonja Stevenson**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, die hiernage-noemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 411, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 130 vierkante meter, ook bekend as Lewiesstraat 4, Birchleigh-Noord-uitbreiding 3, Kempton Park, gehou onder Titelakte T510/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborg word gegee in hierdie verband nie.

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, swembad, alles onder 'n teëldak en omhein met betonmure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar, onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 23ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU 1485.)

Saak 9525/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Twinline Investments BK**, Eerste Verweerder, en **Henry Stephen Rautebach**, Tweede Verweerder, **Ferdinand Janse van Rensburg**, Derde Verweerder, en **Elizabeth Allen Rautenbach**, Vierde Verweerder

'n Verkoping word gehou deur die Balju, Kempton Park, Parkstraat 8, Kempton Park, op 29 September 1994 om 10:00, van:

Erf 2332, geleë in die Birch Acres-uitbreiding 7-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 023 vierkante meter, gehou Akte van Transport T21876/1991 (beter bekend as Boomkruiperstraat 27, Birch Acres).

Besonderhede word nie gewaarborg nie.

Industriële area met toilet, kombuis, motorparkering en inry.

Besigtig voorwaardes by die Balju, Kempton Park, Parkstraat 8, Kempton Park.

Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. mnr. Horn/pv.)

Saak 7357/94

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

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eksekusieskuldeiser, en **Deon Ludwig**, Eerste Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, die hiernage-noemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling van welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf: 429, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1026 vierkante meter, ook bekend as Frikkiestraat 9, Birchleigh-Noord-uitbreiding 3, Kempton Park, gehou onder Titelakte T 7914/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, twee slaapkamers, kombuis, alles onder 'n teëldak en omhein met muur en draadomheining.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuld-eiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 23ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1470.)

Saak 7055/94

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

In die saak tussen **ABSA Bank Bepersk**, handelende as United Bank, Eksekusieskuld-eiser, en **Robert Barden Albert August Wilhelm Ihlenfeldt**, Eerste Eksekusieskuldenaar, en **Denise Ihlenfeldt**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 4 Julie 1994, die hierna genoemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling van welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf: 575, Glen Marais-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1831 vierkante meter, ook bekend as Ottostraat 22, Glen Marais, Kempton Park, gehou onder Titelakte T 2777/94.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, twee badkamers, eetkamer, toilet, drie slaapkamers, kombuis, twee motorhuise, oprit, alles onder 'n teëldak en omhein met drie mure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuld-eiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 22ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1459.)

Saak 6567/94

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

In die saak tussen **ABSA Bank Bepersk**, handelende as United Bank, Eksekusieskuld-eiser, en **Leon Coetzer**, Eerste Eksekusieskuldenaar, en **Maria Johanna Magdalena Coetzer**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 4 Julie 1994, die hierna genoemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling van welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf: 207, Allen Grove-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 993 vierkante meter, ook bekend as Mangoweg 59, Allen Grove-uitbreiding 2, Kempton Park, gehou onder Titelakte T 88243/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, twee motorhuise, swembad, oprit, alles onder 'n teëldak en omhein.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuld-eiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 22ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1435.)

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

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eksekusieskuldeiser, en **Werner Griesel**, Eerste Eksekusieskuldenaar, en **Martha Maria Griesel**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 19 Mei 1994, die hiernamenoemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling van welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf: 473, Esther Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1200 vierkante meter, ook bekend as Parklandrylaan 48, Esther Park-uitbreiding 1, Kempton Park, gehou onder Titelakte T 31805/91.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, motorhuis, oprit, alles onder 'n teëldak en omhein met betonmuur en drie draadheininge.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 22ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1425.)

Case 14790/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Isaac Bongumusa Mtshali**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suite, a sale will be held at the Sheriff's Office, First Floor, Lastinda Building, Lisbon Street, Evander, on Wednesday, 28 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5102, Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 400 (four hundred) square metres, held under Certificate of Registered Grant of Leasehold TL64102/89, subject to the conditions contained in the said Deed.

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

Dwelling consisting of lounge, kitchen, three bedrooms, bathroom/w.c., w.c. and garage.

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 S1250/93.)

Case 16759/94
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 **Singwane Madala Louis**, 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 30 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 Leeuwoort Street, Boksburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 12616, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 12616 I-Kobe Street, Vosloorus Extension 23, Boksburg, measuring 409 (four hundred and nine) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 19th day of August 1994.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S574.)

Saak 21670/93

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

In die saak tussen **Eerste Nasionale Bank van S A Beperk**, Eiser, en **Govindamah Perumal Govender**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 7 Desember 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 21 September 1994 om 10:00:

Erf 1081, geleë in die dorpsgebied van Noordwyk-uitbreiding 9, Registrasieafdeling JR, Transvaal, grootte 1 064 vierkante meter, gehou kragtens Akte van Transport T63567/1991 (die eiendom is ook beter bekend as Jakarandastraat 1081, Noordwyk, Halfway House).

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: Woonhuis onder teëldak, bestaande uit steen- en pleistermure, sitkamer, eetkamer, kombuis, vyf slaapkamers, twee badkamers, twee storte, twee toilette en buitegeboue bestaande uit badkamer en toilet.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju te Edenpark, Hoewe 83, Lyttelton-landbouhoewes, Verwoerdburgstad waar dit gedurende die normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 22ste 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/F7149/B1.)

Saak 617/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms) Beperk**, Eiser, en **Makgitle Caiphus Ndala**, Eerste Verweerder, en **Francinah Mmapokeng Ndala**, 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 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 639, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL107/90, grootte 487 (vierhonderd sewe-en-tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 18de dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/115/EJ.)

Saak 572/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms) Beperk**, Eiser, en **Mandla Moses Songo**, Eerste Verweerder, en **Maureen Songo**, 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 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 914, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1947/90, grootte 300 (driehonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 18de dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/202/EJ.)

Case 9472/93
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 **Gilardi, Pierre André**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 30 September 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 669, situated in the Township of Randgate, Registration Division IQ, Transvaal, being 119 Bailey Street, Randgate, Randfontein, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg this 19th day of 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/G.138.)

Case 15715/94
PH 104

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

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Even-Zohar, Bertha**, Execution Debtor

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

Certain Portion 11 of Erf 101, situated in the Township of Lombardy West, Registration Division IR, Transvaal, being 11 Republic Circle, Lombardy West, Johannesburg, measuring 2 469 (two thousand four hundred and sixty-nine) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 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/E.82.)

Case 11319/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Slom, Steven Allen**, 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 Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 30 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 10, situated in the Township of Gallo Manor Extension 1, Registration Division IR, Transvaal, being 19 Canterbury Crescent, Gallo Manor Extension 1, Sandton, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, four bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet, bathroom and swimming-pool.

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

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

Dated at Johannesburg on this the 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.551.)

Case 11324/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Gidimisana, Ishmael Tebogo**, 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 30 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 12762, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 12762, Theko Street, Vosloorus Extension 23, measuring 370 (three hundred and seventy) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, 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 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/G.183.)

Saak 25753/93
PH 507IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Nkwini, Tsepo Danis**, Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 23 September 1994 om 10:00, by die kantore van die Balju, 182 Progressweg, Technikon, Roodepoort, van die ondergenoemde eiendom:

Sekere Erf 1867, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met gepleisterde mure, staalvensters en 'n teëldak. Die tuis is in 'n redelike toestand. Geen heining. Geen buitegeboue is op die perseel nie, bestaande uit die volgende: Sitkamer, kombuis, badkamer, drie slaapkamers en gang.

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

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

C. W. S. S. Potgieter, vir Blakes Prokureurs, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Posbus 5315, Johannesburg, 2000. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTN 010.)

Saak 11301/94
PH 507

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

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Tshivango, Ndzimeni Boo**, Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 23 September 1994 om 10:00, by die kantore van die Balju, 182 Progressweg, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2323, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 240 (tweehonderd en veertig) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met gepleisterde mure, staalvensters en 'n teëldak. Die tuis is in 'n redelike toestand. Geen heining. Geen buitegeboue is op die perseel nie, bestaande uit die volgende: Sitkamer, kombuis, badkamer en twee slaapkamers.

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

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

C. W. S. S. Potgieter, vir Blakes Prokureurs, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Posbus 5315, Johannesburg, 2000. (Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTT 007.)

Case 20077/93

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

In the matter between **Grahamstown Building Society**, Plaintiff, and **Gabriel Jacobus Fick**, First Defendant, and **Johanna Barendina Fick**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the offices of the De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 29 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:

(a) Section 8, as shown and more fully described on Sectional Plan SS450/90, in the building or buildings known as South Gate, situated at Portion 1 of Erf 1312, Township of Vereeniging Extension 2 (also known as 101 17B Lewis Avenue, Vereeniging Extension 2), Municipality of Vereeniging, of which the floor area, according to the sectional plan is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST450/1990 (8)(Unit).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Sectional title unit situated on the first floor of a four-storey building, consisting of three rooms, kitchen and bathroom.

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

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

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1538/93); N. C. H. Bouwman Sheriff, Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 25749/93
PH 507

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

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Baloi, Mathuphei Elby**, Eksekusieverweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 23 September 1994 om 10:00, by die kantore van die Balju, 182 Progressweg, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2373, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 240 (tweehonderd-en-veertig) vierkante meter, geleë te Doornkop-uitbreiding 1-dorpsgebied.

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

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

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

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

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

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

Case 4025/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **George Stephen Marole**, First Defendant, and **Refiloe Louisa Marole**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 21 June 1994, and warrant of execution dated 27 June 1994, the following property will be sold in execution on 5 October 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 the Erf 205, Daveyton Extension 3 Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and wire fence, known as 15205 Andre Crescent, Daveyton Extension 13, 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 26th day of August 1994.

M. C. Gishen, Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1266.)

Case 3717/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mohale Gerry Mofokeng**, First Defendant, and **Maphiwe Mabel Mofokeng**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 6 June 1994, and warrant of execution dated 10 June 1994, the following property will be sold in execution on 5 October 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 the Erf 370, Daveyton Extension 2 Township, Registration Division IR, Transvaal.

Improvements: Single storey facebrick under tile, lounge/dining-room, kitchen, three bedrooms, bathroom, toilet and wire fence, known as 16370 Britz Street, Daveyton Extension 2, 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 26th day of August 1994.

M. C. Gishen, Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1256.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held in front of the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 7 October 1994 at 10:00:

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

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

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

1. Case 14352/94.

Execution Debtor: **Bongani Joseph Gumede.**

Property: All the right, title and interest to the leasehold in respect of Erf 3199, Stretford Extension 1 Township, Registration Division IQ, Transvaal, measuring 243 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL75741/92.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

(Ref. Mr Du Plooy/GT1778).

2. Case 14355/94.

Execution Debtors: **Daniel Moloi and Thandi Mavis Moloi.**

Property: All the right, title and interest to the leasehold in respect of Erf 2231, Stretford Extension 1 Township, Registration Division IQ, Transvaal, measuring 268 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL56608/92.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

(Ref. Mr Du Plooy/GT1780).

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

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held in front of the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 7 October 1994 at 10:00:

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

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

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

1. Case 14354/94.

Execution Debtor: **Moitheri Elizabeth Sebolai.**

Property: Portion 48 of Erf 452, Evaton Township, Registration Division IQ, Transvaal, measuring 220 square metres, held by virtue of Deed of Transfer T21637/93.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

(Ref. Mr Du Plooy/GT1779).

2. Case 14351/94.

Execution Debtors: **Wepu Jan Thwala and Rebecca Martha Thwala.**

Property: Portion 19 (a portion of Portion 2) of Erf 56, in the Town Evaton Small Farms, Registration Division IQ, Transvaal, measuring 380 square metres, held by virtue of Deed of Transfer T69761/1991.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

(Ref. Mr Du Plooy/GT1775).

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

Saak 6871/94

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Madlakayise William Zulu**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 28 September 1994 om 11:00, deur die Balju vir die Hooggeregshof, Kriel, gehou by die Landdroskantoor, Kriel, aan die hoogste bieder:

Erf 212, geleë in die Thubelihle-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 334 (driehonderd vier-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL62756/92, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Ubhejanestraat 212, Thubelihle.

Verbeteringe: Woonhuis met teëldak bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprijs 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 Kriel onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Kriel, Oliverstraat 50, Kriel.

Geteken te Pretoria op 22 Augustus 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1234/RE.)

Saak 8125/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Mogoshanyana Frans Madisha**, 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, 30 September 1994 om 12:00, deur die Balju vir die Hooggeregshof, Ekangala, gehou by die Landdroshof, Ekangala, aan die hoogste bieder:

Erf 3587, Ekangala D, in die distrik Mkobola, groot 256 (tweehonderd ses-en-vyftig) vierkante meter, gehou kragtens Akte van Grondbrief 20/91.

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

Straatadres: Huis 3587, Ekangala D.

Verbeteringe: Woonhuis met teëldak en mat en teëlvloerbedekking bestaande uit familiekamer, kombuis, twee slaapkamers, badkamer en draadomheining.

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 Ekangala onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Ekangala, Klipstraat 4, Groblersdal.

Geteken te Pretoria op 15 Augustus 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria (Verw. Nel/S 480/RE.)

Saak 48644/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **Joa Freitas de Faria**, Eerste Verweerder, en **Maria Ascensao de Fario**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 8 Augustus 1994 uitreik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op 6 Oktober 1994 om 10:00:

Gedeelte 2 van Erf 1561, geleë in die Capital Park-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 791 (sewehonderd een-en-negentig) vierkante meter (beter bekend as Flowerstraat 248, Capital Park).

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 verbeteringe word verskaf, maar nie gewaarborg nie: Drieslaapkamerwoonhuis met badkamer, sitkamer, eetkamer, TV-kamer, swembad, lapa, oopplankombuis en stoep met buitegeboue.

3. **Terme:** 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju aan die Landdroshof, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat.

Geteken te Pretoria op hierdie 29ste dag van Augustus 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48047.)

Saak 6920/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **C. L. Property Investments BK**, Eerste Verweerder, en **Louw, Daniel Hendrik**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiedomme op 29 September 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein, ingesien kan word:

1. Erf 393, Forest Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter; en

2. Erf 394, Forest Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Napierstraat 55 en 57, Forest Hill).

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

Datum: 29 Augustus 1994.

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

Saak 15127/94

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

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

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 29 September 1994 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Gedeelte 7 van Erf 888, Mapetla-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 258 vierkante meter (geleë te Gedeelte 7 van Erf 888, Mapetla).

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdieping woonhuis met sitkamer, twee slaapkamers, badkamer/toilet en kombuis.

Datum: 29 Augustus 1994.

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

Saak 7469/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Steyn, Clive Derek**, Eerste Verweerder, en **Steyn, Garth Elmor**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 29 September 1994 om 10:00, verkoop word deur die Balju, te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein, ingesien kan word:

Erf 167, La Rochelle-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Elfde Straat 38, La Rochelle, Johannesburg).

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdieping woonhuis met portaal, sitkamer, sonstoep, drie slaapkamers, badkamer, aparte toilet, kombuis, opwas, motorhuis, twee bediendekamers en buitetoilet.

Datum: 29 Augustus 1994.

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

Saak 32307/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Standard General Versekeringsmaatskappy**, Eiser, en **J. C. J. Smith**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof van Johannesburg, gehou te Johannesburg, in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word deur die Balju van die Landdroshof, te Beaconsfieldlaan 41A, Vereeniging, op 30 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Landdroshof voor die verkoping ter insae sal lê:

Sekere Gedeelte 100 ('n gedeelte van Gedeelte 20) van die plaas Walkerville L.A.C., Registrasieafdeling IQ, Transvaal, en ook bekend as Plot 100, Greendale, grootte 8,5781 (agt komma vyf sewe agt een) hektaar.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Vierslaapkamer teëldakwoning met eetkamer, swembad, plaasdam, vyf buitegeboue en drie motorhuise.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 4% (vier persent) op die opbrengs van die verkoping.

Gedateer te Johannesburg op hede die dag van September 1994.

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

Case 6756/94

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

In the matter between **First National Bank of S.A. Ltd.** (Reg. No. 05/01225/06), Plaintiff, and **Irvin Akim**, First Defendant, and **Thandi Gloria Akim**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 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: All the right, title and interest in the leasehold in respect of Erf 12126, Vosloorus Extension 14 Township, situated on 12126 Vosloorus Extension 14, in the Township of Extension 14, District of Boksburg, measuring 285 (two hundred and eighty-five) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick and plaster, tiled roof, comprising of lounge, kitchen, two bedrooms, bathroom with 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 25th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. K00001/Mrs West.)

Case 6156/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), (Reg. No. 86/04794/06), Plaintiff, and **Louie John Busby**, First Defendant, and **Heather Desiree Busby**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 20 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 745, Reiger Park Extension 1 Township, situated on 745 Klapperbos Street, Reiger Park, Extension 1, in the Township of Reiger Park Extension 1, District of Boksburg, measuring 644 (six hundred and forty-four) 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, three bedrooms, kitchen, bathroom, w.c., single garage, w.c. and a servant's room.

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 25th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00198/Mrs Teixeira.)

Case 11945/93

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 **John Mathe**, First Defendant, and **Dikeledi Bertha Mathe**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 December 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 17437, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17437 Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 368 (three hundred and sixty eight) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick, plaster and tiled roof residence comprising lounge, kitchen, three bedrooms, bathroom and toilet. Fenced and gates. Zoned residential.

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 24th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00029/Mrs Kok.)

Case 11947/93

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

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Glynn Tearle Burdon**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 9 November 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 Erf 38, Groeneweide Township, situated on 5 Lambert Road, Groeneweide, in the Township of Groeneweide, District of Boksburg, measuring 900 (nine hundred) square metres.

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00053/Mrs Teixeira.)

Saak 1360/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Jacobus Andries Nel**, Eerste Verweerder, en **Francis Nel**, Tweede Verweerder

Ingevolge 'n lasbrief van die Landdros Barberton, sal die volgende eiendom per openbare veiling verkoop word op Vrydag, 30 September 1994 om 09:00, by die Landdroskantoor, Barberton:

Erf Eenheid 2, van Gedeelte 1 van Erf 2460, geleë in die dorpsgebied Barberton-uitbreiding 1, Registrasieafdeling JU, Transvaal, groot 2 084 (tweeënduisend vier-en-tagtig) vierkante meter, 'n deeltitelwoonstel op die hoek van Robbens- en De Villiersstraat, Barberton.

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 22ste dag van Augustus 1994.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/sc/RN18/S393.)

Saak 2448/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Jan Adriaan Venter**, Eerste Verweerder, en **Sonja Bernadette Venter**, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus, toegestaan het op 26 November 1993 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 30 September 1994 om 10:00, by die Landdroskantoor, geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieder, naamlik:

Gedeelte 1 van Erf 67, geleë in die dorp Piet Potgietersrust, Registrasieafdeling KS, Transvaal, groot 2 231 (twee twee drie een) vierkante meter, gehou kragtens Transportakte T18899/93.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Bezuidenhoutstraat 59, Potgietersrus. Gebou van steen onder sinkdak en bestaande uit: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en spoellatrine, Garage en buitelatrine, toegeruste boorgat, omhein met gedeelte betonpanele en balans.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne dertig (30) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Potgietersrus, Voortrekkerweg 5, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op 25 Augustus 1994.

J. F. Winnertz, vir Borman Snyman & Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus, 0600. (Verw. mnr. Winnertz/LR/EA.9163.)

Case 1070/93
PH 212IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Metropolitan Board Bond Participation Nominees (Proprietary) Limited**, Plaintiff, and **Masia, Giovanni Gavino**, First Defendant, and **Masia, Constantino**, Second Defendant, and **Masia, Aloma Teresa**, Third Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, granted on 12 February 1993, a sale without reserve will be held by the Sheriff, Johannesburg South, on site at 42-44 Meson Road, Electron, Johannesburg, on 28 September 1994 at 14:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff on site prior to the sale:

Erf 46, Electron Township, Registration Division IR, Transvaal, measuring 1 983 square metres, held by Deed of Transfer T1098/1987, situated at 42-44 Meson Road, Electron, Johannesburg.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Such improvements consists of: A single storey factor under IBR.

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 R200 (two hundred rand).

Dated at Johannesburg on this day of August 1994.

Moss-Morris Inc., Plaintiff's Attorneys, 20th Floor, Office Tower, Sandton City, Fifth Street, Sandton; P.O. Box 7066, Johannesburg. (Tel. 884-9367.) (Ref. P. Tindle.)

Case 7258/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Karin Jeannette Hey**, Defendant

A sale in execution of the property described hereunder will take place on 26 September 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Erf 328, Tedstoneville Township, Registration Division IR, Transvaal, measuring 952 (nine hundred and fifty-two) square metres, property also known as 19 Jackdaw Street, Tedstoneville, Elsburg, Germiston, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and carport.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for ABE Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 18521/KD/PT.)

Case 15765/91

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Kempton Caravan Investments CC**, First Defendant, and **Lorraine Anita Slement**, Second Defendant, and **Norman Peter Slement**, Third Defendant, and **Ian William Slement**, Fourth Defendant

A sale in execution of the property described hereunder will take place on 22 September 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Germiston North, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 257, Sebenza Extension 4 Township, Registration Division IR, Transvaal, measuring 4 215 (four thousand two hundred and fifteen) square metres, property also known as corner of Harris Avenue and Wagenaar Road, Sebenza Extension 4, Edenvale, comprising of three storey building consisting of offices and ware-house.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Germiston North.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 13624/kd/pt.)

Saak 12381/94

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Molefe Abel Mphuthi**, 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, 30 September 1994 om 13:00, deur die Balju vir die Hooggeregshof, kwaMhlanga, gehou by die Landdroskantoor, kwaMhlanga, aan die hoogste bieder:

Erf 148, geleë in die dorpsgebied kwaMhlanga, in die distrik Mkobola, groot 1 073 (eenduisend drie-en-sewentig) vierkante meter, gehou kragtens Grondbrief 492/91.

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

Straatadres: Huis 148, kwaMhlanga, kwaNdebele.

Verbeteringe: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, motorhuis.

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 kwaMhlanga, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, kwaMhlanga, Klipstraat 4, Groblersdal.

Geteken te Pretoria op die 11de dag van Augustus 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria.
(Verw. Nel/S1233/RE.)

Case 6748/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Izak Johan Hendrik van den Berg**, First Defendant, and **Marinda van den Berg**, 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 Erf 198, Groeneweide Extension 1 Township, situated on 3 Anker Avenue, Groeneweide Extension 1, in the Township of Groeneweide Extension 1, District of Boksburg, measuring 918 (nine hundred and eighteen) 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, kitchen, three bedrooms, bathroom with a w.c. and store-room.

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 26th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00209/Mrs Teixeira.)

Case 2564/94

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

In the matter between **ABSA Bank Limited** (86/04794/06) (United Bank Division), Plaintiff, and **Gabriel Jakobus van Heerden**, First Defendant, and **Elizabeth Lizette van Heerden**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 19 April 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 973, Vandykpark Township, situated on 22 Keurboom Street, Vandykpark, in the Township of Vandykpark, District of Boksburg, measuring 763 (seven hundred and sixty-three) 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 a lounge, dining-room, kitchen, three bedrooms and bathroom with 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 26th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00162/Mrs Teixeira.)

Case 15209/94

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Moti, Levy Basner**, 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 30 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 and to the leasehold in respect of Erf 12995, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 12995 Leterenyane Street, Vosloorus Extension 23, Boksburg, measuring 339 (three hundred and thirty-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 and bathroom.

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

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

Dated at Johannesburg this 30th 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/M872.)

Case 7301/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mogaletlwa Titus Marishani**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and warrant of execution dated 2 July 1993, 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 30612, Daveyton Extension 6 Township, Registration Division IR, Transvaal, measuring 205 (two hundred and five) square metres, also known as 30612 Maqhina Street, Daveyton Extension 6.

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

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

Main building: Detached building under tiled roof, residence comprising two bedrooms, bathroom, lounge and kitchen with stove.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court's Office, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licenses, sanitary fees, interest and Value-Added Tax (if applicable) and will obtain an electrical installation certificate of compliance under Act No. 6/1983).

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof, or if the purchase is less than R10 000 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, and Value-Added Tax (if applicable), immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum from the date of sale to date of payment, on the (7) (a) of the Rules of Court, to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

(e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

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

H. J. Falconer, for A. E. Cook, Cook & Falconer, Attorneys for Execution Creditor, Second Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni, 1500. (Tel. 845-2700.) (Ref. Mr Doubell/lgb.)

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

In the matter between **Nedcor Bank Africa Limited**, Plaintiff, and **Thomas Frederick Venter**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and warrant of execution dated 27 July 1994, the property listed hereunder will be sold in execution on Wednesday, 5 October 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 6951, Benoni Extension 21 Township, Registration Division IR, Transvaal, measuring 1 610 (one thousand six hundred and ten) square metres, also known as 14 Village Road, Farrarmere, Benoni.

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

Main building: Bricks under concrete tiles, residence comprising three bedrooms, two bathrooms, kitchen, dining-room, lounge and family room.

Outbuildings: Garage. Driveway: Concrete. Fencing: Pre-cast. 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 15,25% (fifteen comma two five per centum) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on the 24th 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, 1500. (Ref. HJF/Miss Narrendas.)

Saak 47277/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede**, Eiser, en **G. J. Prinsloo**, die eksekutrisse in boedel wyle **John Andries Prinsloo NO**, Verweerder

Erf 12, geleë in Badplaas JT, groot 1 338 vierkante meter, geleë te Brinkstraat 12, Badplaas, No. T34331/1979, eksekusieveiling te Landdroskantore, Voortrekkerstraat 38, Carolina, op 14 Oktober 1994 om 11:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Die sonering van die eiendom is onbepaald. Geen waarborg 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 30ste dag van Augustus 1994.

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

Saak 19360/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede**, Eiser, en **Hedwig Elisabeth Dvoracek**, Verweerder

Erf 500, Vaalmarina Vakansiedorp IR, Transvaal, groot 1 007 vierkante meter, geleë te hoek van Guppy- en Kobbstraat, Vaalmarina.

T24637/1979, eksekusieveiling voor die Landdroskantore, Begemanstraat, Heidelberg, Transvaal, 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 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, Heidelberg (Tvl.) 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 31ste dag van Augustus 1994.

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

Saak 50198/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Jeanette Jooste**, Verweerder

Erf 275, Leeupoort Vakansiedorp-uitbreiding 2, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, geleë te Beardedsteet 275, Leeupoort.

T50611/1989 eksekusieveling voor die Landdroskantore, Vierde Laan, Thabazimbi, op 14 Oktober 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 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, Thabazimbi, 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 29ste dag van Augustus 1994.

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

Saak 82076/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Gilliam Christoffel Booyzen**, Eerste Verweerder, en **Catharina Levina Booyzen**, Tweede Verweerder

Erf 570, Leeupoort Vakansiedorp-uitbreiding 4, Registrasieafdeling KQ, Transvaal, groot 422 vierkante meter, geleë te kameeldoringweg 570, Leeupoort, T3385/1989.

Erf 606, Leeupoort Vakansiedorp-uitbreiding 4, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, geleë te Lapwingsteeg 606, Leeupoort, T3386/1989.

Erf 660, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, geleë te Felicalaan 660, Leeupoort, T3387/1989.

Erf 682, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 432 vierkante meter, geleë te hoek van Sterlitzia-plek- en Gousblompaadjie, Leeupoort, T83356/1988.

Erf 691, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 455 vierkante meter, geleë te Tambotieweg 691, Leeupoort, T3388/1989.

Erf 963, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, geleë te Aandblompaadjie 963, Leeupoort, T87767/1988.

Erf 964, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, geleë te Sterlitzia-plek 964, Leeupoort, T84285/1988.

Erf 965, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, geleë te Aandblompaadjie 965, Leeupoort, T84286/1988.

Erf 1021, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 410 vierkante meter, geleë te Antelopesteeg 1021, Leeupoort, T2088/1989.

Erf 1022, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 412 vierkante meter, geleë te Antelopesteeg 1022, Leeupoort, T2089/1989.

Erf 1025, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 412 vierkante meter, geleë te kameeldoringweg 1025, Leeupoort, T3390/1989.

Erf 1026, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, geleë te Kameeldoringweg 1026, Leeupoort, T3389/1989.

Eksekusieveiling voor die Landdroskantore, Vierde Laan, Thabazimbi, op 14 Oktober 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 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, Thabazimbi, 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 18de dag van Augustus 1994.

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

Saak 125151/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **S. W. Malaza**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 17 Februarie 1994, sal die volgende eiendom in eksekusie verkoop word te Leeupoortstraat 182, Boksburg, op 30 September 1994 om 11:15, aan die hoogste bieder, naamlik:

Erf 17742, Vosloorus-uitbreiding 25-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 315 (driehonderd-en-vyftien) vierkante meter, gehou kragtens Transportakte TL35735/1990, ook bekend as Vosloorus 17742.

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

Hoofgebou: Enkelverdieping, drie slaapkamers, badkamer, toilet, kombuis en sitkamer, geen buitegeboue.

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 Boksburg ondersoek word.

Gedateer te Johannesburg op hierdie 24ste dag van Augustus 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 120/93B.)

Case 903/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Noel Mobrey Mitchell**, First Defendant, and **Blanche Myrtle Mitchell**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging and writ of execution the property listed hereunder which was attached on 7 April 1993, will be sold in execution on Friday, 7 October 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging, to the highest bidder:

Portion 11 of Erf 466, Mid-Ennerdale Township, Registration Division IQ, Transvaal, in extent 486 (four hundred and eighty-six) square metres, situated at 11 Fourth Avenue, Ennerdale, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tiles.

Floors: Fitted carpets and tiles.

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

Outbuildings: None.

Boundary: Fenced.

Improvements: Diamand mesh fence and gates.

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, Vereeniging, 41A Beaconfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., for De Klerk, Vermaak & Partners, First Floor, Overvaal, 28 Kruger Avenue, Vereeniging.

Case 3981/93

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

In the matter between **Standard Bank of SA Ltd**, Plaintiff, and **Dion Anthony Davids**, Defendant

On Friday, 7 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's offices, 182 Leeuwoort Street, Boksburg:

Certain: Portion 156 of Erf 846, Reiger Park Extension 1, Registration Division IR, Transvaal, situated at 156 Snoek Street, Reiger Park Extension 1.

Improvements: Detached single-storey brick residence, consisting of three bedrooms, bathroom, kitchen, lounge and out-buildings 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 rate on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

4. 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 this 4th day of August 1994.

I. Kramer Stein & Bush, First Floor, Caldor House, 2 Burg Street, Boksburg.

Case 51033/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Andre Martin Bronkhorst**, First Defendant, and **Sandra Bronkhorst**, Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 5 October 1994 at 10:00, to the highest bidder:

Certain: Erf 1827, situated in the Township of the Reeds, Extension 9, Registration Division JR, Transvaal, measuring 1 607 square metres, situated at 65 Porter Street, The Reeds, Extension 9.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrate's Court Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: Description of property: House, lounge, two bedrooms, kitchen, bathroom, w.c., entrance hall. Outbuildings: No outbuildings. Other improvements: Alarm system.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at Plot 83, corner of West and Gerhard Street, Lyttelton Agricultural Holdings, Lyttelton Agricultural Holdings, Verwoerdburg.

Signed at Pretoria on this 29th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1276.)

Case 31936/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Dewald Siegfried van Niekerk**, Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 5 October 1994 at 10:00, to the highest bidder:

Certain: Portion 1 of Holding 67, Waterkloof Agricultural Holdings, Registration Division JR, Transvaal, measuring 1,0228 hectares, situated at 67/1 Jochem Street, Waterkloof Agricultural Holdings.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrate's Court Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: Description of property: Vacant land.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at Plot 83, corner of Gerhard and West Street, Lyttelton Agricultural Holdings, Lyttelton, Verwoerdburg.

Signed at Pretoria on this 30th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1229.)

Case 1741/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Bertina Cecilla Adriana Hulsamen**, First Defendant, and **Riaan White**, Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 5 October 1994 at 10:00, to the highest bidder:

Certain: Section 2 as shown and more fully described on Sectional Plan SS74/1988 in the scheme known as Fontein 33 in respect of the land and buildings situated at Portion 33 of Erf 2543 in the Township of Garsfontein, Extension 10, Registration Division JR, Transvaal, measuring 128 square metres, situated at 837B St Bernhard Avenue, Garsfontein Extension 10.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: Description of property: Duet, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s. Outbuildings: Double garage.

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

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

Signed at Pretoria on this 30th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1134.)

Case 68540/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Maximilan Georg Hittinger**, First Defendant, and **Alicia Elizabeth Hittinger**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord, on 30 September 1994 at 11:00, to the highest bidder:

Certain Section 2, as shown and more fully described on Sectional Plan SS73/93, in the scheme known as Doornpoort 174, in respect of the land and buildings situated in the Township of Doornpoort, Registration Division JR, Transvaal, measuring with a floor area of 124 square metres, situated at Unit 2, Doornpoort, 824 Wilger Street, Doornpoort.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed:

Description of property: Duethouse, lounge/dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and shower.

Outbuilding: Double carport and garden.

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

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

Signed at Pretoria on this the 30th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1066.)

Case 22985/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Hendrik Loedolph Blankenberg Bosman**, First Defendant, and **Helena Christina Bosman**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord, on 14 October 1994 at 11:00, to the highest bidder:

Certain Erf 265, situated in the Township of Magalieskruin Extension 1, Registration Division JR, Transvaal, measuring 1 023 square metres, situated at 394 Edelweiss Street, Magalieskruin Extension 1.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge, dining-room, kitchen, four bedrooms, two bathrooms, three w.c's, entrance hall, pantry, TV room, scullery and study.

Outbuildings: Double garage and w.c.

Other improvements: Walls, gates, driveway, paving and swimming-pool area.

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

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

Signed at Pretoria on this 30th day of August 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1184.)

Case 34338/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Lucas Andries Hlongwane**, First Defendant, and **Bhali Lettie Hlongwane**, Second Defendant

A sale in execution will be held on 6 October 1994 at 10:00, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

All right and title and interest in the right to leasehold in respect of Site 7791, situated in the Township of Atteridgeville Extension 3, Registration Division JR, Transvaal, measuring 286 square metres, known as 7791 Atteridgeville Extension 3, (Buthelezi Street).

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, IBR room, grano flooring, lounge, kitchen, two bedrooms, bathroom, w.c., fenced and gates and c/pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1027.)

Case 4665/94

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **C. F. P. Greyling**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and a writ of execution, dated 27 July 1994, the properties listed herein will be sold in execution on 30 September 1994 at 09:00, at the Magistrate's Court, Begemann Street, Heidelberg, Transvaal, to the highest bidder:

First property: Certain Erf 2541, Extension 8, Heidelberg, Transvaal, Registration Division IR, Transvaal, held under Deed of Transfer T37551/1994, measuring 1 160 (one thousand one hundred and sixty) square metres, situated at 43 Bender Avenue, Overkruin, Heidelberg, Transvaal.

Improvements: Only partly built foundation.

Second property: Certain Erf 1128, Extension 5, Heidelberg, Transvaal, Registration Division IR, Transvaal, held under Deed of Transfer T33510/1994, measuring 1 264 (one thousand two hundred and sixty-four) square metres, situated at 72 Von Geusau Avenue, Heidelberg, Transvaal.

Improvements: Stone dwelling with corrugated iron roof and four bedrooms, lounge, dining-room, TV-room, two full bathrooms, kitchen, garage and outbuilding.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 20% (twenty per centum) per annum within 30 (thirty) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Heidelberg, Transvaal.

Dated: 30 August 1994.

Barry Katz & Partners, Eighth Floor, Trust Bank Centre, Voortrekker Street, P.O. Box 367, Kempton Park. [Tel. (011) 970-1000.] (Ref. TM/S Burger/KP 2.)

Case 8348/88

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tshabalala Sphiwe King**, First Defendant, and **Tshabalala Sesi 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 at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1146, Naledi Township, Registration Division IQ, Transvaal, measuring 455 (four hundred and fifty-five) square metres, situated at Erf 1146, Naledi Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, bathroom, kitchen and lounge. *Outbuilding*: Two garages and store-room.

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 20th 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. T9413/PC.)

Case 11253/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shezi Foyoni Michael**, 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 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 19488, Meadowlands Township, Registration Division IQ, Transvaal, measuring 291 (two hundred and ninety-nine) square metres, situated at Erf 19488, Meadowlands Township.

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

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 19th 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. S20761/PC.)

Case 00141/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phume Mapule Christina**, 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 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3344, Moroka Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 3344, Moroka Township.

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

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 (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 16th 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. P10020/PC.)

Case 01943/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthembu Jabulani David**, First Defendant, and **Mthembu 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 at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3330, Orlando East Township, Registration Division IQ, Transvaal, measuring 381 (three hundred and eighty-one) square metres, situated at Erf 3330, Orlando East Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, kitchen, lounge, dining-room, 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 19th 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. M22670/PC.)

Case 28603/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthembu Howard**, First Defendant, and **Mthembu Sibongile Idah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1383, Jabavu Central Western Extension 1 Township, Registration Division IQ, Transvaal, measuring 323 (three hundred and twenty-three) square metres, situated at Erf 1383, Jabavu Central Western Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, dining-room and kitchen. *Outbuilding:* Garage.

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 18th 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. M22666/PC.)

Case 24259/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Motsepe Sydney Headman**, First Defendant, and **Motsepe Thoko Angelah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1310, Mofolo North Township, Registration Division IQ, Transvaal, measuring 249 (two hundred and forty-nine) square metres, situated at Erf 1310, Mofolo North Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, kitchen and dining-room. *Outbuilding*: Two single garages.

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 15th 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. M17073/PC.)

Case 13382/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moloto, Nkibe Albert**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 37, Klipspruit Township, Registration IQ, Transvaal, measuring 261 (two hundred and sixty-one) square metres, situated at Erf 37, Klipspruit Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, kitchen and dining-room. *Outbuildings*: Garage, two rooms and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th 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. M27495/PC.)

Case 14803/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dhlamini Anthony**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3706 (now renumbered 6048), Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 247 (two hundred and forty-seven) square metres, situated at Erf 3706 (now renumbered 6048), Emdeni Extension 1 Township.

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

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 20th 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. D27580/PC.)

Case 14555/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Seloma, Elias Bonifacius**, Defendant

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

All right, title and interest in the leasehold in respect of Erf 470, Drieziek Extension 2 Township, Registration Division IQ, Transvaal, measuring 208 (two hundred and eight) square metres, situated at Erf 470 Drieziek Extension 2 Township.

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

The property is zoned.

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

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

Signed at Johannesburg on the 9th day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S27527/PC.)

C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 15445/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ugat Solly**, Defendant

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

Erf 991, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 418 (four hundred and eighteen) square metres, situated at Erf 991, Zakariyya Park Extension 4 Township (also known as 991 Thyme Close, Zakariyya Park Extension 4).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, lounge, kitchen 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 23rd 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. U27629/PC.)

C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 27570/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthombeni, Themba Sydney**, First Defendant, and **Mthombeni, Nomnyamazane Georgine**, Second Defendant

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

All right, title and interest in the leasehold in respect of Erf 4, Umnonjaneni Township, Tembisa, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, situated at 4 Umnonjaneni, Tembisa, Kempton Park.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, two bedrooms and toilet. *Outbuilding*: Single garage.

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 22nd 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. M13333/PC.)

Case 18206/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matjiu, Kuki Christinah**, Defendant

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

All right, title and interest in the leasehold in respect of Erf 342, Tsenolong Township, Tembisa, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 342, Tsenolong Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, dining-room, kitchen and toilet. *Outbuilding*: Two outside rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 19th 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. M15375/PC.)

Case 9728/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sebage, Chebedi Emanuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Street, Krugersdorp, on 28 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 12078, Kagiso Extension 6 Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 420 (four hundred and twenty) square metres, situated at Erf 12078, Kagiso Extension 6 Township, Krugersdorp.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge/dining-room, 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 20th 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. S27237/PC.)

Case 11262/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shirinda Risemate Samson**, 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, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 28 September 1994 at 14:30, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 96, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 174 (one hundred and seventy-four) square metres, situated at Erf 96, Alexandra East Bank Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 16th 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. S27392/PC.)

Case 9302/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkomo, Madimetja William**, First Defendant, and **Nkomo, Lillian**, 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, Midrand, Alexandra, Unit 2, North View, 45 Richards Drive, Halfway House, on 28 September 1994 at 14:30, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 610, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 345 (three hundred and forty-five) square metres, situated at 610 Sparrow Street, Alexandra East Bank Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, 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 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. N27135/PC.)

Case 11263/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shibambo, Ngiki Abel**, 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, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 28 September 1994 at 14:30, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 727, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 360 (three hundred and sixty) square metres, situated at Erf 727, Alexandra East Bank Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, lounge, dining-room, 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 16th 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. S27390/PC.)

03165/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Twala, Girly Lucy**, First Defendant, and **Twala, Martin Themba**, Second Defendant, and **Twala, Vincent**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC house, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1370, Tladi Township, Registration Division IQ, Transvaal, measuring 265 (two hundred and sixty-five) square metres, situated at Erf 1370, Tladi Township.

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

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 22nd 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. T18765/PC.)

Case 1735/92

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mbuli, Jabulani Joel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 30 September 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection by the Sheriff at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1764, Evaton North Township, Vanderbijlpark, Registration Division IQ, Transvaal, measuring 330 (three hundred and thirty) square metres, situated at Erf 1764, Evaton North Township, Vanderbijlpark.

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

The property is zoned.

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 20th 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. M19814/SC.)

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

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

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word te die onderskeie erwe hieronder genoem op Woensdag, 5 Oktober 1994 om 14:00, van die ondervermelde eiendomme van die Verweerder op die voorwaardes wat deur die veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Evander, voor die verkoping ter insae sal lê:

1. Erf 61, geleë in die dorpsgebied Trichard, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T56479/90 onderhewig aan sodanige voorwaardes as in genoemde Akte vermeld staan of na verwys word (beter bekend as Carolusstraat 49, Trichardt).

2. Erf 63, geleë in die dorpsgebied Trichard, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T56477/90, onderhewig aan sodanige voorwaardes as in genoemde Akte vermeld staan of na verwys word (beter bekend as Carolusstraat 51, Trichardt).

3. Erf 65, geleë in die dorpsgebied Trichard, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T56478/90, onderhewig aan sodanige voorwaardes as in genoemde Akte vermeld staan of na verwys word (beter bekend as Carolusstraat 53, Trichardt).

4. Erf 75, geleë in die dorpsgebied Trichard, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T4194/91, onderhewig aan sodanige voorwaardes as in genoemde Akte vermeld staan of na verwys word (beter bekend as Carolusstraat 63, Trichardt).

5. Erf 77, geleë in die dorpsgebied Trichardt, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T4194/91, onderhewig aan sodanige voorwaardes as in genoemde Akte vermeld staan of na verwys word (beter bekend as Carolusstraat 65, Trichardt).

6. Erf 79, geleë in die dorpsgebied Trichard, Registrasieafdeling IS, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T4194/91, onderhewig aan sodanige voorwaardes as in genoemde Akte vermeld staan of na verwys word (beter bekend as Carolusstraat 67, Trichardt).

Verbeterings:

Erf 61, Trichard: Leë erf.

Erf 63, Trichard: Leë erf.

Erf 65, Trichard: Leë erf.

Erf 75, Trichard: Gebou-Werkswinkel.

Erf 77, Trichard: Leë erf.

Erf 79, Trichard: Gebou-Kantore en 'n werkswinkel.

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

Geteken te Pretoria hierdie 31ste dag van Augustus 1994.

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

Case 2648/92

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

In the matter between **The Standard Bank of SA Limited**, Plaintiff, and **Brenda Olive Clack**, Defendant

In pursuance of a judgment in the Magistrate's Court of Kempton Park, and a warrant of execution dated 24 March 1993, the property listed hereunder will be sold in execution on Friday, 30 September 1994 at 10:00, at the Magistrate's Court, corner of Fox and West Streets, Fox Street-entrance, Johannesburg, to the highest bidder:

Certain Erf 49, Bruma Township, Registration Division IR, Transvaal, in the District of Kempton Park, measuring 1 209 (one thousand two hundred and nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A dwelling consisting of four bedrooms, two bathrooms, kitchen, dining-room, two small lounges, double garage and a swimming-pool.

The conditions of sale:

1. The purchase price will be payable as follows: A deposit in cash of 10% (ten per centum) and the balance against transfer.
2. 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, 131 Marshall Street, Johannesburg. A substantial building society loan can be raised for a purchaser with prior obtained consent.

Dated at Kempton Park on this the 29th day of August 1994.

E. P. Scholtz, for Joubert, Scholtz Inc., Standard Bank Building, Second Floor, 3 West Street, Kempton Park, 1620. (Tel. 394-2676.) (Ref. Mr. Scholtz/IG/IS.74.)

Saak 9955/90

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Bifco (Pty) Limited**, Eiser, en **C. Shabalala**, Eerste Verweerder, en **D. Shabalala**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en 'n lasbrief vir eksekusie gedateer 22 Augustus 1994, sal die volgende eiendom in eksekusie verkoop word by die kantore van die Balju vir Roodepoort, Progresslaan 182, Technikon, Roodepoort, op 7 Oktober 1994 om 10:00, aan die hoogste bieder naamlik:

Erf 8059, Dobsonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 (driehonderd-en-dertig) vierkante meter, gehou kragtens Transportakte TL28627/1985, ook bekend as 8059 Dobsonville.

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

Hoofgebou: Enkelverdieping met teëldak, kombuis, badkamer, twee slaapkamers, sitkamer, familiekamer en gang.

Buitegeboue: Geen.

Titelakte voorwaarde: Streng vir woning doeleindes 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 Roodepoort, ondersoek word.

Gedateer te Roodepoort op 29 Augustus 1994.

Schikerling & Vennote, Eerste Verdieping, Alberts van Biljoen en Schickerling-gebou, Albatroslaan 524, hoek van Kingfisherstraat-Wes, Helderkrui. (Verw. Bowen KA 212/90B.)

Saak 12382/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Johannes Stephanus Jurie Britton**, Eerste Verweerder, en **Merrentia Cahtarina Britton**, 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, 30 September 1994 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, aan die hoogste bieder:

Erf 123, Florauna-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 967 (eenduisend negehonderd sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T17281/80, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

Straatadres: Berglaan 773, Florauna, Pretoria-Noord.

Verbeteringe: Woonhuis teëldak met bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, motorhuis, buitetoilet en swembad.

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, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Geteken te Pretoria op 15 Augustus 1994.

F. M. Nel, vir Truter & Wessels, Prokureur M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1392/RE.)

Case 8423/93

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

In the matter between **Anchor Estates CC**, Plaintiff, and **D. J. Thobejane**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 October 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 879, Mabuya Park, situated on Erf 879, Mabuya Park in the Township of Vosloorus, District of Boksburg, measuring 273 (two hundred and seventy-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey dwelling with three bedrooms, lounge, dining-room, kitchen, bathroom, tiled roof and garage.

The conditions of sale:

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

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

Dated at Boksburg on this the 29th day of August 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Ground Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. A0004H/A. Hartman.)

Case 16758/94

P.H. 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 **Scholtz Lucas Johannes**, Execution Debtor, and **Scholtz Sonette Marlene**, 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 main entrance hall of the Magistrate's Court, Vanderbijlpark, on 30 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 383, situated in the Township of Vanderbijlpark South West 1, Registration Division IQ, Transvaal, being 19 Chaucer Street, SW1, Vanderbijlpark, measuring 1 113 (one thousand one hundred and thirteen) 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, toilet, laundry with outbuildings with similar construction comprising garage, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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), and a minimum charge of R200 (two hundred rand).

Dated at Johannesburg this 30th day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.573.)

Saak 4124/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Botha Horak Ing.**, Eiser, en **Martha Raphael**, Verweerder

Ter uitvoering van 'n vonnis en uit hoofde van 'n lasbrief vir eksekusie sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 7 Oktober 1994 om 10:00, te Landdroskantoor, Pietersburg:

Erf 410, Registrasieafdeling LS, Transvaal, groot 679 vierkante meter, geleë te Jarapstraat 7, Westenburg, Pietersburg, gehou kragtens Akte van Transport T53870/1988.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel die korrektheid daarvan nie gewaarborg word nie;

Die woonhuis is gebou met stene en is gepleister aan die buitekant en het 'n IBR-sindak. Dit bestaan uit 'n sitkamer, kombuis, drie slaapkamers en 'n badkamer. Alle munisipale dienste word verskaf insluitend elektrisiteit. Dit beskik oor geen motorhuis.

Terme: Die koopprys sal betaal word by wyse van 'n 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans, tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Die volledige voorwaardes van verkoping, waarvan die inhoud hierin geïnkorporeer moet word, en wat onmiddellik voor die verkoping uitgelees sal word, mag geïnspekteer word by die kantoor van die Balju, Bokstraat 568, Pietersburg.

Geteken te Pietersburg op hierdie 18de dag van Augustus 1994.

H. Horak, vir Botha Horak Ing., Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. mnr Horak/ig/5708.)

Case 6232/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Siphiwe Joseph Zuma**, First Defendant, and **Sesi Elizabeth Zuma**, Second Defendant

On 30 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 1875, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1875 Vosloorus Extension 3, Boksburg.

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

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

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

3. The purchaser 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 26th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01479.)

Case 7468/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hlengani Wings Masangu**, Defendant

On 30 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 141, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 141 Vosloorus Extension 8, Boksburg.

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

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

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

3. The purchaser 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 26th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00886.)

Case 12060/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Butinyana Peter Dipholo**, First Defendant, and **Salamina Dipholo**, Second Defendant

On 30 September 1994 at 11:15, of the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 1867, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1867 Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, one and a half 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 26th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H212.)

Case 3735/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sipho Enoch Makhathini**, First Defendant, and **Thandi Lydia Makhathini**, Second Defendant

On 30 September 1994 at 11:15, of the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 17794, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17794 Vosloorus Extension 25, 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 26th day of August 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00826.)

Saak 4918/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, Eiser, en **A. F. Robertson**, Eerste Verweerder, en **E. H. Robertson**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 10 Januarie 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van eksekusie skuldenaar op 26 September 1994 om 10:30, te die perseel, Erf 4361, Uitbreiding 9, Secunda, 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 4361, Uitbreiding 9, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal, adres Vaalrivierstraat 10, Secunda.

Beskrywing van eiendom:

Drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, TV-kamer, twee toilette en motorhuis, groot 909 (nege nul nege) vierkante meters.

Geteken te Secunda op hede hierdie 25ste dag van Augustus 1994.

A. J. G. Viljoen, vir Vos Viljoen & Becker, Eerste Verdieping, S.A. Perm-geboue, Secunda. [Tel. (0136) 31-2550.]

Saak 18274/91

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk (62/00738/06)**, Eiser, en **R. G. Fourie**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 29 September 1994 om 10:00, deur die Balju vir die Hooggeregshof, Johannesburg, gehou te die Balju, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Erf 14, geleë in die dorpsgebied Industria, Registrasieafdeling IQ, Transvaal, groot 3 577 vierkante meter, gehou kragtens Akte van Transport T1160/937; en Erf 15, geleë in die dorpsgebied Industria, Registrasieafdeling IQ, Transvaal, groot 5 343 vierkante meter, gehou kragtens Akte van Transport T2498/932.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid: Verbeterings: Geen.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg.

Gedateer te Pretoria hierdie 22ste dag van Augustus 1994.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. F. J. Swanepoel/W447/91/MM.)

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

In the matter between **Standard Bank of SA Limited** (62/00738/06), Plaintiff, and **R. G. Fourie**, Defendant

In pursuance of a judgment of the above-mentioned Court and a writ for execution, the undermentioned property will be sold in execution on Thursday, 29 September 1994 at 10:00, by the Sheriff of the Supreme Court, Johannesburg, held at the office of the Sheriff, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 14, situated in the Township of Industria, Registration Division IQ, Transvaal, measuring 3 577 square metres, held by virtue of Deed of Transfer T1160/937; and Erf 15, situated in the Township of Industria, Registration Division IQ, Transvaal, measuring 5 343 square metres, held by virtue of Deed of Transfer T2498/932.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct: Improvements: None.

Reserved price: The property will be sold without reserve.

Terms: 10% (ten per cent) of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of sale and payable simultaneously with registration of transfer.

Auctioneers charges: Payable by the purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Signed at Pretoria on the 22nd day of August 1994.

Haasbroek and Boezaart Inc., Plaintiff's Attorneys, Momentum Centre West Tower, Second Floor, Pretorius Street; P.O. Box 2205, Pretoria. [Tel. (012) 322-4401.] (Ref. F. J. Swanepoel/W447/91/MM.)

Saak 11668/93

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

In die saak tussen **Stadsraad Kempton Park**, Eiser, en **A. G. Roets**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 29 September 1994 om 10:00:

Erf 560, Birch Acres-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 (negehoonderd een-en-negentig) vierkante meter, bekend as Hamerkopstraat 8, Birch Acres.

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.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, motorhuis. Buitegebou: Oprit.

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 op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) 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.

A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20, Privaatsak 53, Kempton Park.

Case 6961/94

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 Jacobus Horn**, Defendant

In pursuance of a judgment in the Court of 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 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 126, Comet Township, situated on 1 Escombe Street, Comet, in the Township of Comet, District of Boksburg, measuring 732 (seven hundred and thirty-two) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, family room, kitchen, scullery, four bedrooms, bathroom with shower and w.c., double garage laundry, servant's room, patio, sewing-room, w.c. and a double carport.

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 29th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00215/Mrs Teixeira.)

Case 7037/94**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 **John Blackie Jenkins**, First Defendant, and **Emmerensia Cathrina Jenkins**, Second Defendant

In pursuance of a judgment in the Court of 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 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 220, Van Dykpark Township, situated on 40 Baoboab Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 853 (eight hundred and fifty-three) 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, three bedrooms, bathroom with w.c., servant's room, w.c. and a carport.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 29th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00220/Mrs Teixeira.)

Case 4764/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **George Pereira Luise**, First Defendant, and **Yvonne Una Luise**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, on 29 June 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 403, Van Dykpark Township, situated on 12 Crossberry Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 884 (eight hundred and eighty-four) 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, three bedrooms, bathroom, separate w.c., kitchen, double carport, w.c. and precast walls.

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

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

Dated at Boksburg on this the 29th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AU0203/Mrs Teixeira.)

Case 7772/94**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 **Willem Jacobus van der Walt**, First Defendant, and **Anna Jacoba van der Walt**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, on 9 August 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1143, Van Dykpark Township, situated on 29 Marula Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 886 (eight hundred and eighty-six) square metres.

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

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

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 29th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00244/Mrs Teixeira.)

NOTICE OF SALES IN EXECUTION (GERMISTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Ground Floor, Du Pisane Building, 74 Joubert Street, Germiston, on Monday, 3 October 1994 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale.

The material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots and subject to the Magistrates' Courts Act, 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 8229/94.

Judgment Debtor/s: **Karen Diane Howie.**

Property: Erf 183, Lambton Township, Registration Division IR, Transvaal, situated at 18 Second Avenue, Lambton, Germiston.

Improvements: Detached single storey brick built residence under tiled roof comprising seven rooms other than kitchen and bathroom with outbuildings of a similar construction, comprising garage, carport, servants' quarters and toilet.

Reference: MH0033.

Case Number: 4428/94.

Judgment Debtor/s: **Stephen Grant Strydom and Catherine Mary Strydom.**

Property: Erf 41, Lambton Township, Registration Division IR, Transvaal, situated at 44 Second Avenue, Lambton, Germiston.

Improvements: Detached single storey brick built residence under slate roof, comprising six rooms other than kitchen and bathroom, with outbuildings of a similar construction comprising garage and toilet.

Reference: MS0088.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston.

For further details contact Miss Kent, Tel. (011) 825-1015.

Case 6314/94

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 **Henry Thomas Bates**, First Defendant, and **Karen Bates**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, on 29 June 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 30 of Erf 1248, Van Dykpark Township, situated on 5 Raasblaar Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 589 (five hundred and eighty-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 lounge, kitchen, three bedrooms and bathroom with 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 30th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00201/Mrs Teixeira.)

Case 1909/92

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

In the matter between **Allied Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and
Makotapeni Cain Bennett Malepe, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 22 May 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of certain Erf 8238, Vosloorus Extension 9, situated at 8238 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 417 (four hundred and seventeen) 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, kitchen, two bedrooms and bathroom with 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 30th day of August 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.)
[Ref. Mrs Teixeira/AF6037 (AB637).]

Case 4536/91

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
Galeforce Mining C.C., Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 August 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 509, Boksburg South Extension 3, situated at 19 President Brand Street, in the Township of Boksburg South Extension 3, District of Boksburg, measuring 962 (nine hundred and sixty-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 entrance hall, lounge, dining-room, study, family room, kitchen, three bedrooms, sewing room, bathroom with w.c. and shower, separate w.c., double garage, carport 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 30th day of August 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.)
[Ref. Mrs Teixeira/AF0942 (AB442).]

Case 42233/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Catharina Magretha Botha**, First Defendant, and
Marcus Siloam Botha, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 5 October 1994 at 10:00, to the highest bidder:

Certain: Erf 577, situated in the Township of Brooklyn, Registration Division JR, Transvaal, measuring 2552 square metres, situated at 463 Charles Street, Brooklyn.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed.

Description of property:

House: Lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, two w.c.'s, entrance hall, TV-room, laundry and study.

Outbuildings: Double garage, two servant's rooms, store-room, w.c. and laundry.

Other improvements: Paving, screen walls, bore-hole, swimming-pool.

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

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

Signed at Pretoria on this the 2nd day of September 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1261.)

Saak 6937/94

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

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eksekusieskuldeiser, en **Philip Christiaan du Preez**, Eerste Eksekusieskuldenaar, en **Agnesia Cornelia du Preez**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 27 Junie 1994, die hiernamenoemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf: 498, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 vierkante meter, ook bekend as Lewiesstraat 45, Marauderstraat, Rhodesfield, Kempton Park, gehou onder Titellakte T 56138/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, oprit, alles onder 'n teëldak en omhein met draad.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 30ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1457.)

Saak 5308/94

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

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eksekusieskuldeiser, en **Shaun Benjeman Sullivan**, Eerste Eksekusieskuldenaar, en **Paula Goveia Sullivan**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 28 Junie 1994, die hiernamenoemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf: Gedeelte 15, soos beskryf in Deeltitel Plan SS170/88 in die skema bekend as Tudor Village-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 61 vierkante meter, ook bekend as Tudor Village 15, Quantus van der Waltstraat 11, Norkem Park, Kempton Park, gehou onder Titellakte ST 25247/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, badkamer, toilet, twee slaapkamers, afdak, kombuis, swembad, oprit, alles onder 'n teëldak en omhein met vier mure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 30ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1414.)

Saak 7052/94

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

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eksekusieskuldeiser, en **William George Greybe Gauché**, Eerste Eksekusieskuldenaar, en **Magdalena Elizabeth Gauché**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, die hiernamenoemde eiendom op Donderdag, 29 September 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf: Gedeelte 4, soos beskryf in Deeltitelplan SS307/90, in die skema bekend as Greendale Gardens, Glen Marais-uitbreiding 11-dorpsgebied, geleë te Erf 2054, Glen Marais-uitbreiding 11, Registrasieafdeling IR, Transvaal, groot 80 vierkante meter, ook bekend as Eenheid 4, Greendale Gardens, Dawnweg, Glen Marais-uitbreiding 11, Kempton Park, gehou onder Titelakte ST 43370/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sit/eetkamer, twee slaapkamers, badkamer, kombuis, toilet, studeerkamer, kroeg, afdak, oprit, alles onder 'n teëldak en omhein met baksteenmure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuld-eiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 29ste dag van Augustus 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1463.)

Saak 1724/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Yates, Brian Charles**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op Vrydag, 30 September 1994 om 11:15, verkoop word deur die Balju te Leeuwpoortstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 168, Bardene-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 vierkante meter (ook bekend as Dardeweg 22, Bardene-uitbreiding 2, Boksburg).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, motorhuis, bediendekamer en toilet.

Datum: 31 Augustus 1994.

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

Case 39747/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Petra de Villiers**, re Beyers, First Defendant, and **Patric Henry de Villiers**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at NG Sinodale Centre, 234 Visagie Street, Pretoria, on 25 October 1994 at 10:00, to the highest bidder:

Certain: Portion 33 of Erf 10, situated in the Township of East Lynne, Registration Division JR, Transvaal, measuring 1 070 square metres, situated at 1537 Goosen Street, East Lynne, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed:

Description of property: House: lounge, dining-room, kitchen, six bedrooms, two bathrooms, two w.c.'s, two showers, TV-room and front stoep.

Outbuildings: Double garage, servant's, two toilets.

Other improvements: Brick walls, concrete paving, slasto paving and borehole plus pump.

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

4. **Conditions:** The full conditions of sale may be inspected at the Sheriff's offices at 1210 Pretorius Street, Hatfield, Pretoria.

Signed at Pretoria on this the 2nd day of September 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1251.)

Saak 16416/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Kaa die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Syfrets Bank Limited**, Eiser, en **Mojela Aaron Ntuka**, Eerste Verweerder, en **Elizabeth Ntuka**, Tweede Verweerder

Ter uitvoering van 'n verstekvonnis wat op 9 Maart 1994 in die bogemelde Hof teen die bogemelde Verweerders toegestaan is sal die hiernavermelde vaste eiendom op 30 September 1994 om 09:00, te die perseel, Landdroshof, Begemannstraat, Heidelberg (Tvl.), opgeveil word onderhewig aan die hiernavermelde voorwaardes en die verdere voorwaardes wat by die veiling uitgelees sal word:

Eiendom: Erf 1275, Ratanda, Heidelberg, Registrasieafdeling IR, Transvaal.

Beskrywing van eiendom: Die volgende inligting omtrent die eiendom word verstrekk maar niks word gewaarborg nie: Enkelverdieping, teëldakwoning van gedeeltelike siersteen met twee slaapkamers, sitkamer, eetkamer, kombuis en badkamer en toilet met draadomheining. Geen buitegeboue.

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 Adjunk-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 roleringskoste opgehef in verband met die eiendom. Die verkoopvoorwaardes lê ter insae by die perseel van die Adjunk-balju, Heidelberg.

Gedateer te Kaapstad hierdie 18de dag van Augustus 1994.

R. Heath, vir Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. RH/dl/PN8.)

Saak 2701/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk** ('n Divisie van Volkskas Bank), Eiser, en **G. J. D. Volschenk**, Eerste Verweerder, en **A. P. Volschenk**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 10 Augustus 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 26 September 1994 om 11:00, te die perseel, Erf 546, Secunda, 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 546, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Adres: Nicolstraat 8, Secunda.

Beskrywing van eiendom: Vier slaapkamers, kombuis, twee toilette, TV-kamer, twee badkamers, sitkamer, eetkamer en twee motorhuise.

Groot: 988 (nege agt agt) vierkante meters.

Geteken te Secunda op hede hierdie 29ste 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 3369/93

IN THE MAGISTRATE'S COURT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Martha Hendrina Sophia Nortje**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 September 1994 at 11:00, of:

Portion 22 of Erf 67, situated in the Township of The Orchards, Registration Division JR, Transvaal, measuring 991 square metres, known as 3 Acacia Street, The Orchards.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, study and single garage.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-371713/JAA/J. S. Herbst.)

Case 5280/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Phashake William Sebati**, First Defendant, and **Elizabeth Mpotseng Sebati**, Second Defendant

A sale in execution will be held on Friday, 30 September 1994 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 64, in the Township of Amandasig, Registration Division JR, Transvaal, in extent 1 271 square metres, known as 32 Kamferfoelie Street, Amandasig.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, study, scullery, toilet, double garage, two carports, servant's room, toilet, lapa, swimming-pool and borehole.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-366516/JAA/J. S. Herbst.)

Case 702/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Freddy Khutso Nonyane**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 September 1994 at 11:00, of:

Site 508BB, together with all erections or structures thereon in the Township of Soshanguve, in the Area of Jurisdiction of the Regional Representative of the Department of Development Aid, held under Certificate of Right of Leasehold 508, dated 16 April 1987, as will more fully appear from General Plan PB22/1980, known as R O W Block BB, Soshanguve.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, study and single garage.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-414198 (344530)/JAA/J. S. Herbst.]

Case 4463/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Adriaan Jacobus Pienaar**, Eerste Verweerder, en **Veronica Madelaine Pienaar**, Tweede Verweerderes

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 September 1994 at 11:00:

(a) Unit 37, as shown on and on Sectional Plan SS567/93, in the building Prinsloopark, situated at Erf 1629, The Orchards Extension 11, is measuring 47 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST900/94, dated 6 January 1994, known as Flat 37, 60 Koos Prinsloo Street, The Orchards Extension 11.

Particulars are not guaranteed.

Flat: Lounge, kitchen, two bedrooms and bathroom, carport.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-409830/JAA/M. Oliphant.)

Case 4402/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Anna Alida van Niekerk**, First Defendant, and **Petrus Jacobus van Niekerk**, in his capacity as surety, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 September 1994 at 11:00:

Erf 539, in the Township of Dorandia Extension 10, Registration Division JR, Transvaal, measuring 892 square metres, known as 813 Gwendolyn Street, Dorandia Extension 10.

Particulars are not guaranteed: Dwelling, lounge, dining-room, kitchen, three bedrooms, two bathrooms, toilet, single carport.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-409827/JAA/M. Oliphant.)

Case 40772/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Carlo Bettini**, First Defendant, and **Johanna Wilhelmina Bettini**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 29 September 1994 at 10:00:

Portion 1 of Erf 151, Pretoria Gardens Township, Registration Division JR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, known as 433 Willie Behern Street, Pretoria Gardens.

Particulars are not guaranteed: Dwelling, lounge, family room, dining-room, kitchen, three bedrooms and two bathrooms, garage, carport, staff room and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409877/JAA/M. Oliphant.)

Case 8385/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fana Solomon Mbele**, First Defendant, and **Sara Manonyana Mbele**, Second Defendant

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

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

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

Property: Erf 14810, situated in the Township of Sebokeng Unit 11, Registration Division IQ, Transvaal, measuring 260 square metres, held by virtue of Deed of Transfer TL12584/91.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1565.)

Case 5561/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Andre Christiaan de Waal**, First Defendant, and **Madeleine de Waal**, Second Defendant

A sale in execution of the undermentioned property is to be held at 142 Struben Street, Pretoria, on Wednesday, 5 October 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria South, at Eden Park, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad.

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

Property: Erf 1534, The Reeds Extension 5 Township, Registration Division JR, Transvaal, known as 4 Katz Street, The Reeds Extension 5.

Improvements: Two bedrooms, kitchen, lounge, bathroom and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1350.)

Case 7029/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Motsamai Nelson Sebele**, First Defendant, and **Keromang Meriam Sebele**, Second Defendant

A sale in execution of the undermentioned property is to be held at Front Entrance, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 14 October 1994 at 10:00:

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

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

Property: All right, title and interest in the leasehold in respect of Stand 561, Sebokeng Unit 10 Extension 3 Township, Registration Division IQ, Transvaal.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1403.)

Case 5522/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Veronica Linda de Goede**, Defendant

A sale in execution of the undermentioned property is to be held at 142 Struben Street, Pretoria, on Wednesday, 5 October 1994 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Pretoria South, Plot 83, corner of Gerhard and Wes Avenues, Verwoerdburg, and will be read out prior to the sale.

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

Property: Erf 1762, The Reeds Extension 5 Township, Registration Division JR, Transvaal, known as 58 Dawie de Villiers Street, The Reeds Extension 5.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1436.)

Case 9914/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Krzysztof Henryk Skoczowski**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Pretoria East at 142 Struben Street, Pretoria, on Wednesday, 19 October 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which can be inspected at the offices of the Sheriff, Pretoria East, at the aforementioned address and which will be read out prior to the sale:

Erf 100, situated in the Township of Waterkloof Heights Extension 3, Registration Division JR, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by virtue of Deed of Transfer T63176/91, known as 46 Piggs Peak Street, Waterkloof Heights Extension 3, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: An erf without improvements.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

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

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2506.)

Case 13641/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Marthinus Stephanus Francois Janse van Vuuren**, First Defendant, and **Martie van Vuuren**, 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, Klerksdorp, at 16 Van Deventer Street, Naserhof, Klerksdorp, on Wednesday, 19 October 1994 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which can be inspected at the offices of the Sheriff of the Supreme Court, Klerksdorp, at 11 Teak Avenue, Klerkindustria, Klerksdorp, and which will be read out prior to the sale:

Erf 375, situated in the Township of Naserhof, Registration Division IP, Transvaal, measuring 1 398 (one thousand three hundred and ninety-eight) square metres, held by virtue of Deed of Transfer T271/94, known as 16 Van Deventer Street, Naserhof, Klerksdorp.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling with a tiled roof, consisting of five bedrooms, three bathrooms/toilets, TV-room, dining-room, lounge, kitchen, guest toilet, laundry and bar-room. Outbuildings consist of two garages and a servant's toilet. There is a borehole with an electric motor on the property.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 29th day of August 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2554.)

Saak 14090/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Meijer Boerdery BK**, Eerste Verweerder, en **Bouke Johan Meijer**, Tweede Verweerder

'n Verkoop word gehou te Balju, Louis Trichardt se kantore, Trichardtstraat 30, Louis Trichardt, op 30 September 1994 om 10:00, van:

1. Die plaas Weltevreden 258, Registrasieafdeling LS, Transvaal, groot 139,5862 hektaar, gehou kragtens Akte van Transport T56812/89.

Die verbeteringe op die eiendom bestaan uit drieslaapkamer sinkdakhuis, twee badkamers, kombuis, eetkamer en sitkamer. Skuur, arbeidershut, tweeslaapkamerwoning, boorgat, toegerus met dompelpomp, standhoudende put en omhein.

2. Die plaas Goedgeacht 265, Registrasieafdeling LS, Transvaal, groot 50,7438, hektaar, gehou kragtens Akte van Transport T56812/89.

Daar is geen verbeterings op die eiendom nie maar is omhein.

Besonderhede word nie gewaarborg nie.

Besigtig voorwaardes by Balju, Trichardtstraat 30, Louis Trichardt.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Dr. Viljoen/LB.)

Saak 21762/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Volkskas Bank Bepark**, Eiser, en **Ernst Hendrik Oosthuizen**, Eerste Verweerder, en **Frederik Petrus Oosthuizen**, Tweede Verweerder

'n Verkoop word gehou te Balju, Wolmaransstad, op 30 September 1994 om 11:00, voor die kantore van die Balju, Krugerstraat 33, Wolmaransstad, van die volgende eiendom van die Eerste Verweerder:

Erf 812, geleë in die dorp Wolmaransstad-uitbreiding 7, Registrasieafdeling HO, Transvaal, groot 4 137 vierkante meter, gehou kragtens Akte van Transport T34408/1977 (beter bekend as Van der Horststraat 5, Industriële Gebied, Wolmaransstad).

Geen reserweprys nie.

Die eiendom is verbeter met 'n toegeboorte staalkonstruksiestoor, groot ongeveer 1,520 vierkante meter, met sinkdak en steenmure met aangrensende gebou van 90 vierkante meter bestaande uit 'n kantoor, wagkamer en drie toilette. Die eiendom beskik oor besigheidsregte. Geen van hierdie besonderhede word gewaarborg nie.

Besigtig voorwaardes by Balju, Krugerstraat 33, Wolmaransstad.

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

Saak 12449/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Bepark**, Eiser, en **H J de Vos Boerdery Ondernemings (Edms.) Bepark**, Eerste Verweerder, **Philip Wouter de Vos**, Tweede Verweerder, en **Susanna Hermina de Vos**, Derde Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie, word die volgende eiendomme in eksekusie verkoop op Vrydag, 23 September 1994 om 10:00, deur die Balju vir die Hooggeregshof, Phalaborwa, gehou by die Polisiekantere, Hoedspruit, aan die hoogste bieder:

1. Resterende gedeelte van die plaas Skilderkrans 232, Registrasieafdeling KT, Transvaal, groot 557,5158 (vyf vyf sewe komma vyf een vyf agt) hektaar.

2. Resterende gedeelte van Gedeelte 5 (gedeelte van Gedeelte 1) van die plaas Margate 216, Registrasieafdeling KT, Transvaal, groot 58,1801 (vyf agt komma een agt nul een) hektaar.

Beide eiendomme gehou deur die maatskappy, die genoemde H J de Vos Boerdery Ondernemings (Edms.) Bepark, kragtens Akte van Transport T20709/74.

Beide eiendomme onderhewig aan die voorbehoud van minerale regte en serwitute en ander voorwaardes soos uiteengesit in die titelbewys.

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

Ligging: Die plaas Skilderkrans, Hoedspruit.

Verbeteringe: Daar is verskeie geboue op die plaas insluitende drie woonhuise, kantoor, rondawel studeerkamer, werkswinkel, twee store, motorafdek, garage met watertank, twee tabakoonde en tabakskure, verskeie kothuise vir werkers, twee sementdamme, twee gronddamme, sitruspakhuis, vyf pompstasies met drie hoof voorsieningslyne. Die plaas grens aan die Olifantsrivier, 450 hektaar weiveld, 30 hektaar lande, pomelobome, lemoenbome, navel, marsh pomelobome, suurlimoenbome, rose pomelos en mangobome.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprijs 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, Phalaborwa, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Phalaborwa Mediese Sentrum 16, Tambotiestraat, Phalaborwa.

Geteken te Pretoria op hierdie 30ste dag van Augustus 1994.

F. M. Nel, vir Truter & Wessels, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1380/RE.)

Saak 7056/94

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

In die saak tussen **Eskom**, Eiser, en **Toto James Tshabalala**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak, op 17 Junie 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju vir die Hooggeregshof, op 28 September 1994 om 10:00, te die kantore van die Balju vir die Hooggeregshof, Caledonstraat 17, Standerton, verkoop:

Sekere Erf 497, geleë in die dorpsgebied van Thuthukani, Registrasieafdeling IS, Transvaal, groot 357 vierkante meter.

Die eiendom is verbeter en bestaan uit woonhuis uit steen met teëldak, drie slaapkamers, badkamer, sit-/eetkamer en kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju vir die Hooggeregshof, se fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju vir die Hooggeregshof, binne 30 (dertig) dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 7de dag van Augustus 1994.

Haasbroek & Boezaart, Prokureurs vir Eiser, Tweede Verdieping, Momentum Westoring, Pretoriusstraat, Pretoria. (Tel. 322-4401.) (Verw. D. C. Haasbroek/D601/94.)

Case 122682/93
PH 70

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Lengana, Khitsane**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg, held at Johannesburg, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court for Johannesburg, in front of the Court Building of the Magistrate's Court, Fox Street-entrance, Johannesburg, on 23 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, at the above address, prior to the sale:

Certain Erf 2192, Protea North Township, Registration Division IQ, Transvaal, situated at 2192 Korwe Street, Protea North, measuring 262 m².

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, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg.

Smit De Wet & Partners, Plaintiff's Attorneys, 13th Floor, Schreiner Chambers, 94 Pritchard Street (P.O. Box 208), Johannesburg. (Tel. 337-6120.) (Ref. Mr Theiss.).

Sheriff of the Magistrate's Court Johannesburg, Government Building, corner of Fox and West Streets, Johannesburg. (Tel. 331-3761/7.)

Case 10123/94

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

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **Vanrooi Simon Khunou**, First Defendant, and **Johanna Khunou**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Thabazimbi, at the entrance of the Magistrate's Court, Fourth Avenue, Thabazimbi, on Friday, 30 September 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Thabazimbi, 61 Van der Bijl Street, Thabazimbi and will be read out prior to the sale taking place.

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

Property: Erf 503, in the Township Regorogile, Registration Division KQ, Transvaal, measuring 330 square metres, also known as 503 Regorogile, District of Thabazimbi.

Improvements: A house comprising three bedrooms, lounge, dining-room, kitchen, two bathrooms and w.c.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb S1490.)

Case 34161/93
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Nchancha, Shamba W. A.** (born 19 Jan. 1950), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 30 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton, prior to the sale:

Erf 489, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, being 18 Twee Jongegezellen Street, Hurlingham Extension 5, measuring 860 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, dining-room, three bedrooms, bathroom and separate toilet, kitchen, double garage, servants' quarters, bathroom and toilet. Swimming-pool.

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

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

Dated at Johannesburg on this the 22nd 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 512841.)

Case 34162/93
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Nchancha, Shamba W. A.** (born 19 Jan. 1950), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 30 September 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton, prior to the sale:

Erf 796, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, being 16 Verdun Place, Hurlingham Extension 5, measuring 900 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom and separate toilet, kitchen, servants' quarters, bathroom and toilet and swimming-pool.

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

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

Dated at Johannesburg on this the 22nd 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 542830.)

Case 17641/93
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kubheka, Lesiba EugKubheka, Lesiba Eugene**, (born 20 Sept. 1957), 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, 29 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, Soweto West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Erf 176 (now 6668) Emdeni Extension 2 Village/Township, measuring 297 square metres.

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

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, and a minimum charge of R200.

Dated at Johannesburg on this the 22nd 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 469953.)

**Case 1071/94
PH 124**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Riverfront Property Investments CC (Bastani: Hamid)**, First Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 29 September 1994, of the undermentioned properties on conditions which may be inspected at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Remaining Extent of Erf 1724, Parkhurst Township, measuring 496 square metres, held by the First Defendant under Deed of Transfer T7294/90, situated at 4 Eighth Street, Parkhurst.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Lounge, bedroom, bathroom/w.c. and kitchen.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Fax. 884-555.) (Ref. Mr Braatvedt/RdS/A2243.)

**Case 6495/93
PH 124**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ashcroft: Peter Leslie**, 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, of the undermentioned properties on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 63, Lonehill Extension 7 Township, Registration Division IR, Transvaal, measuring 1 066 square metres, held by the Defendant under Deed of Transfer T17998/84, situated at 6 Bryntirrol Drive, Lonehill.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Entrance hall, lounge, dining-room, family room, three bedrooms, kitchen, scullery/laundry and two bathrooms.

Outbuildings: Double garage, servants' room and bathroom/w.c.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. Mr Braatvedt/RdS/U330.)

Case 45995/94

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

In the matter between **Johannesburg Municipal Pension Fund**, Plaintiff, and **Nicolaas Johannes Visser**, First Defendant, and **Anna Maria Visser**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 5 July 1994, the property listed hereunder will be sold in execution on Friday, 30 September 1994 at 10:00:

Certain Portion 1 of Erf 2012, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, measuring 246 (two hundred and forty-six) square metres, held under Deed of Transfer T56369/1992, and situated at 88A Market Street, Newlands.

Zoned Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential dwelling with plastered and brick walls consisting of a lounge, dining-room, study, two bedrooms, bathroom, w.c. and kitchen. Outbuilding consist of servant's room, w.c. and store-room.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 15,25% (fifteen comma two five per centum) per annum 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 R2 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 VAT on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/J83143.)

**Case 842/93
PH 124**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **John Kotsianis**, First Defendant, and **Roselyn Kotsianis**, Second 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, of the undermentioned properties on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

1. Portion 3 of Erf 5, Morningside Manor Township, Registration Division IR, Transvaal, measuring 3 916 square metres, held by the Defendants under Deed of Transfer T35256/68, situated at 3 Alon Street, Morningside Manor.

2. Erf 448, Morningside 53 Township, Registration Division IR, Transvaal, measuring 417 square metres, held by the Defendants under Deed of Transfer T35256/88, situated at 2 Mitchell Street, Morningside Extension 53.

Improvements described hereunder are not guaranteed. The property consists of:

Vacant stands.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 30th 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.) (Fax. 884-555.) (Ref. Mr Braatvedt/RdS/U284.)

**Case 12518/93
PH 124**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Grundlingh: Roy Ernest**, First Defendant, and **Grundlingh: Pamela**, Second 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, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Unit 188, in the Sectional Title Scheme Merrow Down Country Club, situated on Erf 312, Magaliessig Extension 25, measuring 115 square metres, held by the First Defendant under Deed of Transfer ST95739/92, which bears the street address of 149 Merrowdown Country Club, 40 Troupant Avenue, Magaliessig.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Brick under tile, steel windows and brick wall surrounding property.

Outbuildings: Single garage and communal swimming-pool.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 26th 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.) (Fax. 884-555.) (Ref. Mr Braatvedt/RdS/U256.)

Case 10444/94
PH 124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **Kec Investments CC**, 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, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 546, Douglasdale Extension 28 Township, Registration Division IQ, Transvaal, measuring 1 254 square metres, held by the Defendant under Deed of Transfer T4878/89, situated at 4 Lombardi Lane, Douglasdale Extension 28.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, separate toilet and kitchen.

Outbuildings: Double garage, servants' quarters and shower/toilet.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 29th 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.) (Fax. 884-555.) (Ref. Mr Braatvedt/RdS/A2343.)

Case 32768/93
PH 124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited**, Plaintiff, and **May: Terence**, 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, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Section 2, as shown and more fully described on Sectional Plan SS282/92, in the scheme known as Le Terrazze in respect of the land and building or buildings situated at Sandown Extension 5 Township, Local Authority Town Council of Sandton, measuring 84 square metres, held by the Defendant under Deed of Transfer ST24373/93, situated at Section 2, 1 Le Terrazze, 132 Linden Road, Sandown Extension 5, Sandton.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Lounge, dining-room, two bedrooms, bathroom/shower/toilet, separate toilet and kitchen.

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 29th 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/U529.)

Case 11647/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Richard Alfred Magagula**, Defendant

On 23 September 1994 at 11:15, a public auction sale will be held at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, 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:

Certain Erf 690, Mabuya Park Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, held by Deed of Transfer T2896/88, also known as 690 Mphahlele Street, Vosloorus, Boksburg.

Improvements reported (which are not warranted to be correct and are not guaranteed): One dwelling-house (hereinafter referred to as the property).

Material terms:

1. *Terms:* The sale shall, in all respects, be governed by the Magistrates' Courts Act, No. 32 of 1944, as amended, and the property shall be sold to the highest bidder without reserve.

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg.

Dated at Germiston on this the 31st day of August 1994.

L. Taitz, for Taitz & Skikne, Plaintiff's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, Germiston. (Tel. 825-3516/7/8.) (Ref. Mr Taitz/AB/1282/50989.)

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en **Hillel Gregory Shapiro**, Eerste Eksekusieskuldenaar, en **Caryl Ann Shapiro**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf: Gedeelte 10, soos meer breedvoerig beskryf word op Deeltitel Plan SS56/84, in die skema bekend as Heloise, Birchleigh-Noord-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T7536/92, grootte 194 (eenhonderd vier-en-negentig) vierkante meter, ook bekend as Woonstel 10, Heloise, Birchleigh-Noord-uitbreiding 1, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, kombuis, eetkamer, twee badkamers, twee toilette, drie slaapkamers, alles onder 'n teëldak en twee motorhuise. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word, en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 8ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. van Heerden/AB1024.)

Case 32374/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Kekana, Esther Mabatho**, 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 Midrand, Unit 2, Northview, 45 Richards Drive, Halfway House, on Wednesday, 28 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 666, Kyalami Estate Extension 3 Township, Registration Division JR, Transvaal, area 1 459 square metres, situated at corner of Phoenix and Kowanga Streets, Kyalami Estate Extension 3 Township, Sandton.

Improvements (not guaranteed): Split level brick dwelling under concrete slab consisting of entrance hall, lounge, dining-room, study, family room, kitchen, four bedrooms, fitted carpets/tiles, two bathrooms, shower, three toilets, patio and fenced boundary.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on the 24th day of August 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/N3290.)

Case 16955/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Elsey, Peter John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 27 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 1317, Jukskeipark Extension 6 Township, Registration Division IQ, Transvaal, area 1 111 square metres, situated at 6 Zircon Street, Jukskeipark Extension 6, Randburg.

Improvements (not guaranteed): Single-storey brick-dwelling under tiles consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, fitted carpets/tiles, security doors, alarm system, corgola 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 this the 9th day of August 1994.

Dykes & Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/N3375.)

Case 3355/92

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

In the matter between **Bankorp Limited**, Plaintiff, and **Jennifer Erna Mees**, Defendant

In pursuance of a judgment of the above Court and warrant of execution dated 27 August 1993, the following property will be sold in execution on Wednesday, 5 October 1994 at 10:00, at Randburg, Magistrate's Court, corner of Selkirk and Jan Smuts Avenues, Blairgowrie, to the highest bidder:

Certain Erf 100, President Ridge Township, Registration Division IQ, Transvaal, measuring 1 489 (one thousand four hundred and eighty-nine) square metres, known as 34 Andre Avenue, President Ridge, Randburg.

The following information is furnished but not guaranteed:

A dwelling consisting of kitchen, dining-room, lounge, two bathrooms, three bedrooms, swimming-pool, double garage, double carport, servants' quarters and fully fenced in property.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. The unpaid balance, with interest thereon 15,25% (fifteen comma two five per cent) shall be paid or secured by a guarantee within 14 (fourteen) days after the date of sale.
3. The full conditions of sale shall lie for inspection at the offices of the Sheriff of the Court, 9 Elnarandhof, corner of Selkirk and Blairgowrie Avenue, Blairgowrie, Randburg, and shall be read out by her at the sale.

Dated at Boksburg on this the 29th day of August 1994.

M. Traube, for Blakes, Randburg, c/o Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Road, P.O. Box 26, Boksburg. (Tel. 892-3050/1/2.) (Ref. Anita Nieuwoudt/TB234.)

Case 3536/93

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

In the matter between **ABSA Bank Limited** (United), Judgment Creditor, and **Johannes Gerhardus Booysen**, First Judgment Debtor, and **Monica Booysen**, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp, and a warrant of execution dated 24 June 1993, the following property will be sold in execution on 12 October 1994 at 12:00, on the property, 73 Lewis Street, Lewisham, Krugersdorp, to the highest bidder namely:

Certain Erf 183, Lewisham Township, Registration Division IQ, Transvaal, measuring 495 square metres, held by Johannes Gerhardus and Monica Booysen.

Improvements (nothing is guaranteed): House consists of lounge, dining-room, two bathrooms, three bedrooms, passage and kitchen. Outbuildings: Double garages and fencing.

Conditions of sale:

1. The property will be sold to the highest bidder without reserve and the sale will be subject to the conditions and regulations of the Magistrates' Courts Act and the title deeds as far as these are applicable.

2. The purchase price shall be paid as follows:

(a) Ten per cent (10%) thereof in cash on the day of the sale and payable to the Sheriff.

(b) The balance to be guaranteed against transfer by approved bank or building society guarantees in favour of Judgment Creditor and/or nominees, to be delivered to the Sheriff within fourteen (14) days from the date of sale, which guarantees are to be made free of exchange at Krugersdorp payable against registration of transfer of the property into the name of the purchaser.

3. The conditions of sale which will be read by the Sheriff immediately prior to the sale, are open for inspection at his offices at corner of Rissik and Ockerse Streets, Krugersdorp.

Dated at Krugersdorp on this the 28th day of August 1994.

G. J. Smith & Van der Watt Inc., Attorney for Plaintiff, 401 United Building, 57 Ockerse Street, Krugersdorp. (Ref. T. H. Kneen.)

Case 422/94

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

In the matter between **ABSA Bank Limited** (United), Judgment Creditor, and **Angelina Margrietha Teresha Pascoe**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp, and a warrant of execution dated 18 April 1994, the following property will be sold in execution on 28 September 1994 at 10:00, on the property, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder namely:

Certain Erf 1205, West Krugersdorp Township, Registration Division IQ, Transvaal, measuring 565 square metres, held by Angelina Margrietha Teresha Pascoe.

Improvements (nothing is guaranteed): House consists of lounge, dining-room, bathroom, bedroom, passage and kitchen. Outbuildings: Toilet, maid's room and fencing.

Conditions of sale:

1. The property will be sold to the highest bidder without reserve and the sale will be subject to the conditions and regulations of the Magistrates' Courts Act and the title deeds as far as these are applicable.

2. The purchase price shall be paid as follows:

(a) Ten per cent (10%) thereof in cash on the day of the sale and payable to the Sheriff.

(b) The balance to be guaranteed against transfer by approved bank or building society guarantees in favour of Judgment Creditor and/or nominees, to be delivered to the Sheriff within fourteen (14) days from the date of sale, which guarantees are to be made free of exchange at Krugersdorp payable against registration of transfer of the property into the name of the purchaser.

3. The conditions of sale which will be read by the Sheriff immediately prior to the sale, are open for inspection at his offices at corner of Rissik and Ockerse Streets, Krugersdorp.

Dated at Krugersdorp on this the 28th day of August 1994.

G. J. Smith & Van der Watt Inc., Attorney for Plaintiff, 401 United Building, 57 Ockerse Street, Krugersdorp. (Ref. T. H. Kneen.)

Case 21051/93
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 **Twala, Sakhephi Joseph**, First Defendant, and **Twala, Sibongile 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, at 8 Park Street, Kempton Park, 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 the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 108, Leboeng Township, Registration Division IR, Transvaal, measuring 281 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL53212/88, being 108 Leboeng Section, Tembisa, Kempton Park.

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

The dwelling consists of three bedrooms, lounge, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74341/Mr Preiss/kw.)

Case 18865/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Khumalo, Themba**, First Defendant, and **Khumalo, Doreen Mpho**, 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 182 Leeupoort Street, Boksburg, on Friday, 20 September 1994 at 11:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 7270, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 404 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL39741/90, being 7270 Vosloorus Extension 9, Boksburg.

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., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72535/Mr Preiss/kw.)

Case 9062/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Van Tonder, Jan Bastiaan**, First Defendant, and **Van Tonder, Magdalena Johanna Petronella**, 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 182 Leeupoort Street, Boksburg, on Friday, 30 September 1994 at 11:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 202, Freeway Park Township, Registration Division IR, Transvaal, measuring 1 160 square metres, held by the Defendants under Deed of Transfer T45389/90, being 7 Lynn Road, Freeway Park, Boksburg.

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, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70769/Mr Preiss/kw.)

Case 14183/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Nyathi Shadreck Coleman**, 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 182 Leeupoort Street, Boksburg, on Friday, 30 September 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 195, Vosloorus Extension 5 Township, Registration Division IR, Transvaal, measuring 286 square metres, held by the Defendants under Certificate of Ownership TE13162/92, being 195 Mopane Crescent, Vosloorus Extension 5, Boksburg.

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

The dwelling consists of two bedrooms, bathroom/w.c., lounge, kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69613/Mr Preiss/kw.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mtongana, Victoria Viyiswa**, 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 182 Leeupoort Street, Boksburg, on Friday, 30 September 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg.

Erf 529, Dawn Park Extension 2 Township, Registration Division IR, Transvaal, measuring 809 m², held by the Defendant under Deed of Transfer T24869/92, being 25 Barbara Road, Dawn Park Extension 2, Boksburg.

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, scullery, double garage and outside toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of July 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71728/Mr Preiss/kw.)

Saak 20942/93

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Anton Posthumus**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping van welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erfnommer: Erf 2487, Birch Acres-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte T14735/92.

Grootte: 981 (negenhonderd een-en-tagtig) vierkante meter.

Ook bekend as: Kransduifstraat 65, Birch Acres-uitbreiding 12.

Beskrywing: Woning bestaande uit eetkamer, kombuis, sitkamer, drie slaapkamers, badkamer, toilet, familie/TV-kamer, alles onder 'n teëldak, twee motorhuise en 'n motoroprit. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1101.)

Saak 12124/90

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Erf 1767 Norkem CC**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping van welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erfnommer: Erf 1767, Norkempark-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T42080/89.

Grootte: 1 000 (eenduisend) vierkante meter.

Ook bekend as: Begallaan 25, Norkempark.

Beskrywing: Woning bestaande uit eetkamer, kombuis, sitkamer, drie slaapkamers, twee badkamers, twee toilette, alles onder 'n teëldak, 'n motoroprit en 'n motorafdak. Die eiendom is omhein met drie steenmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB525.)

Saak 6338/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Neil David Cresswell**, Eerste Eksekusieskuldenaar, en **Johan Toua**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping van welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erfnommer: Erf 2754, Birch Acres-uitbreiding 17-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T89922/93.

Grootte: 880 (agthonderd en tagtig) vierkante meter.

Ook bekend as: Piet My Vroulaan 113, Birch Acres-uitbreiding 17.

Beskrywing: Woning bestaande uit eetkamer, kombuis, sitkamer, drie slaapkamers, badkamer, toilet, alles onder 'n teëldak, en 'n motoroprit. Die eiendom is omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1185.)

Saak 2699/93

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Enock William Ndlovu**, Eerste Eksekusieskuldenaar, en **Sizakele Ndlovu**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 161, Leboeng, afdeling Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte TL85620/88, grootte 255 (twee honderd vyf-en-vyftig) vierkante meter, ook bekend as 161 Leboeng, afdeling Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, twee slaapkamers, eetkamer, badkamer, toilet, alles onder 'n teëldak, die eiendom is omhein (verbeterings is nie gewaarborg nie).

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1018.)

Saak 7846/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Birgitt Konne**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 629, Estherpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T76389/93, grootte 1 000 (een duisend) vierkante meter, ook bekend as 11 Sapelestraat, Estherpark-uitbreiding 1.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, eetkamer, alles onder 'n teëldak, motorhuis en motoroprit, die eiendom is omhein met betonmure (verbeterings is nie gewaarborg nie).

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1285.)

Saak 8627/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Elizabeth Jacoba Botha**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Eenheid 2, soos meer breedvoerig beskryf word in Deeltitel Plan SS649/93, in die skema bekend as Laurahof, geleë te Erf 1014, Norkempark-uitbreiding 2-dorpsgebied, Plaaslike Afdeling Stadsraad van Kempton Park, transportakte gehou onder Titelakte ST91103/93, grootte 85 (vyf-en-tagtig) vierkante meter, ook bekend as Eenheid 2, Laurahof, Pongolarivierweg, Norkempark-uitbreiding 2.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, alles onder 'n teëldak, motorhuis en motoroprit, die eiendom is omhein met steenmure (verbeterings is nie gewaarborg nie).

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1307.)

Saak 8173/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Rauol Eugene Barnard**, Eerste Eksekusieskuldenaar, en **Elizabeth Maryann Barnard**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Eenheid 17, soos meer breedvoerig beskryf word in Deeltitel Plan SS441/92 in die skema bekend as Wil Lowrock Village geleë te Erf 1816 Birchleigh-uitbreiding 19-dorpsgebied, Plaaslike Afdeling Stadsraad van Kempton Park, transportakte gehou onder Titellakte ST71733/93, grootte 67 (sewe-en-sestig) vierkante meter, ook bekend as Eenheid 17, Willowrock Village, Tinus de Jonghstraat, Birchleigh-uitbreiding 19.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, alles onder 'n teeldak en 'n motorafdak, die eiendom is omhein met betonmure (verbeterings is nie gewaarborg nie).

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1290.)

Saak 4805/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Beulah van Reenen**, Eerste Eksekusieskuldenaar, en **Paul Marcus van Reenen**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1738, Glenmarais-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titellakte T99460/92, grootte 990 (negehoender en negentig) vierkante meter, ook bekend as De Bruinstraat 20, Glenmarais-uitbreiding 2.

Beskrywing: Woning, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, alles onder 'n teeldak, twee motorhuise, motoroprit en 'n swembad.

Die eiendom is omhein met mure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die balju.

Geteken te Kempton Park op hierdie die 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1149.)

Saak 7912/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **David Desmond Koekemoer**, Eerste Eksekusieskuldenaar, en **Cornelia Petronella Koekemoer**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 440, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titellakte T77121/93, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Embereenstraat 54, Birchleigh-Noord-uitbreiding 3.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, alles onder 'n teëldak, motorhuis en 'n motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1294.)

Saak 2277/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Jacobus Frederick Jansen van Vuuren**, Eerste Eksekusieskuldenaar, en **Patricia Jansen van Vuuren**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Alberton, op 5 Oktober 1994 om 10:00, te Du Plessisweg 4, Johriahof, Florentia, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 953, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titellakte T38128/91, grootte 812 (agthonderd en twaalf) vierkante meter, ook bekend as Bushbuckstraat 12, Roodekop, Germiston.

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

Die eiendom is omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UA97.)

Saak 4285/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **John Thomas Windsor van Aswegen**, Eerste Eksekusieskuldenaar, en **Valerie van Aswegen**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Eenheid 30, soos meer breedvoerig beskryf word in Deeltitel Plan SS72/86, in die skema bekend as Lieberstein, geleë te Erf 656, Rhodesfield-dorpsgebied, Stadsraad van Kempton Park, transportakte gehou onder Titellakte ST11927/93, grootte 109 (eenhonderd en nege) vierkante meter, ook bekend as Eenheid 30, Liebertein, Gladiatorstraat, Kempton Park.

Beskrywing: Eenheid bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, toilet, alles onder 'n teëldak, motorhuis en 'n motorafdak.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1140.)

Saak 7852/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Aletta Elsie Faure**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 29 September 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Eenheid 43, soos meer breedvoerig beskryf word in Deeltitelplan SS649/93, in die skema as Laurahof, geleë te Erf 1014, Norkem Park-uitbreiding 2-dorpsgebied, Plaaslike Afdeling Stadsraad van Kempton Park, transportakte gehou onder Titelakte ST94520/93, grootte 76 (ses-en-sewentig) vierkante meter, ook bekend as Eenheid 43, Laurahof, Pongolarivierweg, Norkem Park-uitbreiding 2.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, slaapkamer, badkamer, toilet, alles onder 'n teëldak, motorhuis en 'n motoroprit.

Die eiendom is omhein met mure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 (dertig) dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1291.)

Case 5373/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Zwelinzima Boy Qeqe**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court, Fochville, on Friday, 30 September 1994 at 10:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 3590, Wedela Township, Registration Division IQ, Transvaal measuring 217 (two hundred and seventeen) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL24587/1990, being 3590 Wedela.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65769/FCLS/Mr Brewer/djl.)

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 **Nhlapo Khehla Meshack**, First Defendant, and **Nhlapo Dimakatso 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, at 8 Park Street, Kempton Park, 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 the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 516, Tlamatlama Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, held by the Defendants under Deed of Transfer TL8767/86, being 516 Tlamatlama Section, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91909/Mr Preiss/kw.)

Case 19356/93
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 **Cronje Louis Abraham Francois**, First Defendant, and **Cronje Aletta Cecilia**, 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 the De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 168, Mooilande Agricultural Holdings Township, Registration Division IR, Transvaal, measuring 2,0215 hectares, held by the Defendants under Deed of Transfer T43352/1992, being 168 Agricultural Holdings, Mooilande, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, work-room, four bedrooms, bathroom/w.c./shower, separate shower/w.c., kitchen, bathroom/separate w.c., double garage, two store-rooms and borehole.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73571/FCLS/Mr Brewer/djl.)

Case 2792/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Buthlezi, Fuzubanil**, First Defendant, and **Buthlezi, Thandiwe Vesta**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 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 the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 359, Maokeng Township, Registration Division IR, Transvaal, measuring 276 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL72871/87, being 359 Maokeng, P.O. Tembisa, Kempton Park.

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

The dwelling consists of: Lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91817/Mr Preiss/kw.)

Case 1513/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thabethe, Skumbuzo Ephraim**, First Defendant, and **Thabethe, Phillsiwe Phyllis**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 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 the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

Erf 29, Kempton Park West Township, Registration Division IR, Transvaal, measuring 742 m², held by the Defendants under Deed of Transfer T78838/92, being 2 Bultoprit Street, Kempton Park West, Kempton Park.

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

The dwelling consists of: Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., store-room and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91140/Mr Preiss/kw.)

Case 11900/94
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 **Elbaz, Asher**, 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, 5 October 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 0189, Monument Township, Registration Division IQ, Transvaal, measuring 1041 m², held by the Defendant under Deed of Transfer T38447/1993, being 127 Nicolas Smit Street, Monument.

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, garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96508/FCLS/Mr Brewer/djl.)

Case 3783/92

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

In the matter between **The Allied Bank**, Execution Creditor, and **Nicolaas Jacobus Kock**, First Execution Debtor, and **Sharon Elizabeth Kock**, Second Execution Debtor

NOTICE OF SALE IN EXECUTION OF IMMOVABLE PROPERTY IN TERMS OF RULE 43 (6) (b)

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 11 May 1993, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Germiston South, on Monday, 3 October 1994 at 10:00,

at Du Pisanie Building, 74 Joubert Street, Germiston, to the highest bidder, namely.

Section 12, as more fully described on Sectional Plan SS 29/1986 in the building known as Charlotte situated at Klippoortjie Agricultural Lots Township, Local Authority City Council of Germiston, of which section the floor area is 112 (one hundred and twelve) square metres.

Held under Certificate of Registered Sectional Title ST 29/1986 (12) (Unit) and also known as 12 Charlotte Court, Potgieter Street, Cruywagen Park.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: Flat consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 19% (nineteen per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Germiston South at Du Pisanie Building, 74 Joubert Street, Germiston, Tel. (011) 873-4142.

Dated at Germiston on this the 30th day of August 1994.

D. C. Saffy, Steenkamp, Theart-Du Plessis, Mey, Third Floor, Trust Bank Centre, Odendaal Street, P.O. Box 593, Germiston. (Ref. 3790/E. Schoeman.)

Case 16357/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Abrahamse, Leslie James**, First Defendant, and **Abrahamse, Gary John**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 30 September 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 516, Witkoppen Extension 6 Township, Registration Division JR, Transvaal, area 960 square metres, situated 7 Emerald Street, Witkoppen Extension 6, Sandton.

Improvements: Not guaranteed.

Single-storey dwelling under tiles consisting of entrance area, lounge, dining-room, kitchen, pantry, three bedrooms, dressing area, two bathrooms, shower, two toilets, fitted carpets/tiles/Novilon. *Outbuildings:* Two carports.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 24th day of August 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/ij/N3109.)

Case 19548/91

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

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Johannes Peter Kruger**, First Defendant, and **Dulce Maria de Sousa de Andrade Nunes**, 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 by the Sheriff of Johannesburg, West By Hand at 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 276, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, area 495 square metres, situated 73 Albert Street, Newlands, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of entrance hall, three bedrooms, lounge, dining-room, bathroom, kitchen, garage, swimming-pool, servants' quarters and ablutions with precast walls around the property.

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

Dated at Johannesburg on this the 11th 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.)

Case 2031/91

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

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and **Levin, Julius Szewel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg North at 131 Marshall Street, Johannesburg, on 29 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Unit comprising section 104 and its undivided share in the common property in the Park Avenue Sectional Title Scheme, area 118 square metres, situated at Flat 506, Park Avenue, Killarney.

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

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

Dated at Johannesburg on this the 16th 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.)

Case 2927/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bhengu Rodgers Toki**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer, and writ of execution dated 4 February 1993, the following property will be sold in execution on 7 October 1994 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her/their right of leasehold in respect of Erf 3054, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 322 (three hundred and twenty-two) square metres, held by the Defendant's under Certificate of Registered Grant of Leasehold TL 47425/1989, known as 3054 Bekkersdal, Westonaria, upon which is erected a detached single-storied dwelling under iron roof consisting of two bedrooms, bathroom, kitchen and lounge.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Westonaria Magistrate's Court) 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 (twenty-one) 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 the Westonaria Magistrate's Court, First Floor, Barclay Centre, Edwards Avenue, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, c/o Truter, Crous, Wiggill & Vos, Plaintiff's Attorneys, Truvos Building, 88 Briggs Street, Westonaria.

Case 1059/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **D. I. le Roux**, First Defendant, and **Mrs M. G. le Roux**, Second Defendant

On 5 October 1994 at 10:00, a public auction will be held at Johriahof, 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 certain Erf 1600, Mayberry Park Township, also known as 37 Redwood Street, Mayberry Park, Alberton, measuring 1 207 (one thousand two hundred and seven) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A single-storey residence consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, two garages and servant's ablutions. The property is enclosed by precast walls and has a brick driveway.

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 therefor and, subject hereto 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 16,75% per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with 4% (four per centum) sheriff's commission and 14% VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Alberton on this the 26th day of August 1994.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr du Plessis/AS/10454/NEDC/L.)

Case 3053/94
PH 2

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Elliot, Andrew Cullum**, 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, Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 30 September 1994 at 10:00, of the undermentioned properties 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 offices of the Sheriff, Sandton.

1. Unit 22, in the building or buildings known as Grace Park, situated at Sunninghill Extension 7 Township, Local Authority of Sandton, 76 square metres, held by Deed of Transfer ST470/90.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Duplex flat with two bedrooms, lounge/dining-room, bathroom/laundry and carport, 76 square metres, situated at Spitfire Street, Sunninghill.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, a acceptable bank-guaranteed cheque with regard to the balance to be furnished within 14 (fourteen) days from the date of sale.

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

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

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/IVD/9/94.); c/o Van der Westhuizen Crouse & Venter, Eighth Floor, Budget House, 42 Kerk Street, corner of Loveday, Johannesburg.

Case 31825/93
PH 170

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

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Geyer, Leon**, First Execution Debtor, and **Geyer, Maria Magdalena**, Second Execution Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Deputy Sheriff, 74 Joubert Street, Germiston South, on 19 September 1994 at 10:00, of the undermentioned property of the Execution Debtors, on the conditions and which lie for inspection at the offices of the Sheriff, Germiston South, 74 Joubert Street, Germiston South, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain Erf 247, Dinwiddie Township, Registration Division IR, Transvaal, measuring 805 (eight hundred and five) square metres, held by virtue of Deed of Transfer T38068/1989 and corresponding to the street address 40 Jersey Street, Dinwiddie, Germiston.

The following information is furnished *re* the improvements, although in this regard nothing is guaranteed: A dwelling-house consisting of lounge, three bedrooms, kitchen, bathroom, toilet, garage with a tiled roof.

Outbuildings consist of the following: A servant's room.

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

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

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

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. N. Connell/F564.)

Case 3614/94
PH 170

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

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Mokoatle, Keketso Bernard**, First Execution Debtor, and **Ramatlo, Mokhotso Mabel**, Second Execution Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Execution Debtors, on the conditions and which lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain Erf 12650, Protea Glen Extension 2, Local Authority of Soweto, Registration Division IQ, Transvaal, measuring 267 (two hundred and sixty-seven) square metres, held by virtue of Deed of Transfer TE6295/1993 and corresponding to the street address 2650 Protea Glen, Extension 2, Soweto, Johannesburg.

The following information is furnished *re* the improvements, although in this regard nothing is guaranteed: A dwelling-house consisting of lounge, kitchen, bathroom and toilet, two bedrooms, a slate roof and mesch fencing.

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

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

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

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. B. Garven/F571.)

Case 13849/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ashwin, Lloyd Campbell**, 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 Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 30 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 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 13, of Erf 4668, Bryanston Township, Registration Division IR, Transvaal, area 4 670 square metres, situation 14 Payne Road, Bryanston, Sandton.

Improvements (not guaranteed): Single storey brick dwelling under tiles consisting of lounge, dining-room, kitchen, three bedrooms, dressing room, two bathrooms, shower, two toilets, floors—parquet/fitted carpets/tiles and slasto; **Outbuildings:** Two garages, two staff quarters with toilet and bath, store-room, swimming-pool, summer house (thatch) slasto paving. Walled boundary.

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 R200.

Dated at Johannesburg on this the 24th day of August 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/N3359.)

Case 19321/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Xhwayi Zenzele Philp**, 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 the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 30 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark.

The right of leasehold in respect of Erf 1349, Sebokeng Zone 6 Extension 2 Township, Registration Division IQ, Transvaal, measuring 277 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL12497/1989, being 1349 Zone 6 Extension 2, Sebokeng.

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 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73112/FCLS/Mr Brewer/djl.)

Case 18712/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Thaele Richard Ntilane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the entrance of the Magistrate's Court, Fochville, on Friday, 30 September 1994 at 10:45, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 3078, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 357 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL38622/1991, being 3078 Wedela.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75978/FCLS/Mr Brewer/djl.)

Case 5657/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Wilson, Thomas**, First Defendant and **Wilson, Katrina**, 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, 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 the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 8031, Kensington Township, Registration Division IR, Transvaal, measuring 1 601 m², held by the Defendants under Deed of Transfer T22316/1982, being 241 Highland Road, Kensington.

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., bathroom/w.c./shower, kitchen, two garages, servant's room, bathroom/w.c., swimming-pool, study, playroom and office.

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. Z93127/MS. Isola/plr.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Erasmus: David Mark**, 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, Sandton, at Ground Floor, Fluor House, Grayston Drive, Sandown, on Friday, 30 September 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: 1. A unit consisting of:

(a) Section 12, as shown and more fully described on Sectional Plan SS312/88 in the scheme known as Willow Stream, in respect of the land and building or buildings situated at Atholl Gardens Township, in the area of the Sandton Local Authority of which the floor area according to the said sectional plan is 83 (eighty-three) square metres in extent, and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

(c) Section 24, as shown and more fully described on Sectional Plan SS312/88 in the scheme known as Willow Stream, in respect of the land and building or buildings situated at Atholl Gardens Township in the area of the Sandton Local Authority of which the floor area according to the said Sectional Plan is 20 (twenty) square metres in extent, and

(d) 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.

Situation: Flat 12, Willow Stream, Froome Street, Atholl Gardens, Sandton.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage/storeroom, under tiled 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 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 R200.

Dated at Johannesburg on this the 17th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. SN74E/mgh.)

Case 16788/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lewis: Searle Brian**, 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, at 131 Marshall Street, Johannesburg, on Thursday, 29 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: Portion 19, of Lot 4, Oakdene Township, Registration Division IR, Transvaal.

Situation: 5 Boundary Lane, Oakdene, Johannesburg.

Area: 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): Lounge, dining-room, study, three bedrooms, two bathrooms, kitchen, granny flat, under slate roof, property enclosed and outside 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 8th day of August 1994.

N. Winter, for Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY47E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sukova (Proprietary) Limited**, No. 87/06339/07, 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, at 131 Marshall Street, Johannesburg, on Thursday, 29 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 485, Bassonia Extension 1 Township, Registration Division IR, Transvaal.

Situation: 4 Alwyn Avenue, Bassonia Extension 1.

Area: 880 (eight hundred and eighty) square metres.

Improvements (not guaranteed): A vacant stand.

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 19th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ89E/mgh/tf.)

Case 11615/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Prinsloo: Neil Edmund**, First Defendant and **Gallardo: Fulgencio-Eduardo**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 29 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 119, Roseacre Extension 2 Township, Registration Division IR, Transvaal.

Situation: 80 Henderson Road, Roseacre Extension 2.

Area: 699 (six hundred and ninety-nine) square metres.

Improvements (not guaranteed): Entrance hall, three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages, under tiled roof, two staff quarters 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 22nd day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ100E/mgh/tf.)

Case 22328/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Gill Terence Roddy**, 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 the Supreme Court, at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 28 September 1994 at 14:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House.

Erf 433, Wendywood Extension 1 Township, District of Kempton Park, Registration Division IR, Transvaal, measuring 1 414 m², held by the Defendant under Deed of Transfer T21549/77, being 7 Freezia Street, Wendywood Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, bathroom/shower/w.c., bathroom/w.c., double garage, servant's room and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74953/Ms Isola/hs.)

Case 13215/94
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 **Kippen, Rowan Everton**, First Defendant, and **Kippen, Desiree Anne**, 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 the Supreme Court, at 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Randburg, on Tuesday, 4 October 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg.

Section 10, as shown and more fully described on Sectional Plan SS714/1992 in the scheme known as Fairmont in respect of the land and building or buildings situated at Windsor Township in the area of Randburg Local Authority, together with an exclusive use area described as Parking No. P10 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, Section 10, measuring 62 m², held by the Defendants under Deed of Transfer ST 74854/1993, being Flat 10, Fairmont, Countesses Avenue, Windsor, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, 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 16th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94940/Ms Isola/cvdn.)

Case 24962/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Feleza, Nampukani Betty**, 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 the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 30 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark.

The right of leasehold in respect of Erf 1141, Sebokeng Zone 6 Extension 2 Township, Registration Division IQ, Transvaal, measuring 299 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL32022/1990, being 1141 Sebokeng, Zone 6 Extension 2.

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 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76080/FCLS/Mr Brewer/djl.)

Case 21939/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Mzimkulu Wellington Tyaphile**,
First Defendant, and **Nomabisiniya Virginia Tyaphile**, 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 the Supreme Court, at the entrance of the Magistrate's Court, Fochville, on Friday, 30 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, Potchefstroom, at 195 Kerk Street, Potchefstroom.

The right of leasehold in respect of Erf 3149, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 211 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL33803/1990, being 3149 Imbila Street, Wedela Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77801/FCLS/Mr Brewer/djl.)

Case 14563/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Gabonamang Israel Mponye**, First Defendant,
and **Mmoni Martha Mponye**, 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 the Supreme Court, in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 30 September 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville.

The right of leasehold in respect of Erf 4047, Khutsong Township, Registration Division IQ, Transvaal, measuring 240 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL11705/1990, being 4047 Khutsong, Oberholzer.

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 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73400/Mr Brewer/djl.)

Case 2299/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Mofokeng Mokone Jonas**, 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 the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 30 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark.

The right of leasehold in respect of Erf 20565, Sebokeng Unit 14 Township, Registration Division IQ, Transvaal, measuring 270 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL72881/1987, being 20565 Zone 14 Sebokeng, Vanderbijlpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 9th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91862/FCLS/Mr Brewer/djl.)

Case 10913/94
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 **348 Fourways CC**, First Defendant and **Mbatsana Michisi Stuart**, 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 the Supreme Court, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 30 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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton.

Erf 348, Fourways Township, Registration Division IQ, Transvaal, measuring 2 529 m², held by the Defendants under Deed of Transfer T7391/1988, being 348 Weaver Street, Fourways.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, four bedrooms, bathroom/w.c./shower, bathroom/w.c., kitchen, laundry, double garage, servant's room, outside bathroom/w.c., swimming-pool and tennis court.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 23rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z39037/MS Isola/cvdm.)

Case 13832/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Babuyile, Josias**, First Defendant and **Bobuyile, Esther Nothisa**, 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 the Supreme Court, at 8 Park Street, Kempton Park, 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 the Sheriff for the Supreme Court, Kempton Park at 8 Park Street, Kempton Park.

The right of leasehold in respect of Erf 134, Teanong Township, Registration Division IR, Transvaal, measuring 254 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL64513/87, being 134 Teanong, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97523/Mr Preiss/kw.)

Case 94/1502
PH 267

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

In the matter between **ABSA 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 **Dhlamini, Bonginkosi John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, 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, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 512, Tsenolong Township, Registration Division IR, Transvaal, measuring 263 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL59545/88, being 512 Tsenolong Section, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom/w.c., lounge, kitchen, and two outside rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90961/Mr Preiss/kw.)

Case 11755/94
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 **Hlabioa, Ngwako Phineas**, First Defendant, and **Hlabioa, Ntato Leng Vidah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 8 Park Street, Kempton Park, on Thursday, 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 the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 13, in the Township of Tembisa Extension 1, Registration Division JS, Transvaal, measuring 512 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL8736/86, being Stand 13, Hospital View, Tembisa Extension 11, Kempton Park.

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, four bedrooms, two bathrooms/w.c., kitchen and double garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable again 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. Z95884/Mr Preiss/kw.)

Case 2330/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mphela, Ledwaba Lee**, First Defendant, and **Mphela, Catherine Mamelane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 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 the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

Erf 2284, Birch Acres Extension 5 Township, Registration Division IR, Transvaal, measuring 1 000 m², held by the Defendants under Deed of Transfer T19501/93, being 20 Bassiaan Avenue, Birch Acres Extension 5, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms/w.c., lounge, dining-room, kitchen, single garage and carport.

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

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. Z74044/Mr Preiss/kw.)

Case 93/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mcaciso Paulos Mafika**, First Defendant, and **Tlaleng Elizabeth Mafika**, 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, 5 October 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold, in respect of Erf 4544, Kanana Extension 3 Township, Registration Division IP, Transvaal, measuring 202 (two hundred and two) m², held by the Defendants under Certificate of Registered Grant of Leasehold TL76764/1989, being 4544 Baruti Lane, Kanana Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c., kitchen and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date 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. Z90793/FCLS/Mr Brewer/djl.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Velani Majola**, First Defendant, and **Sibusisiwe Majola**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court, Fochville, on Friday, 30 September 1994 at 10:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 1403, Wedela Township, Registration Division IQ, Transvaal, measuring 356 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL74271/1988, being 1403 Tugela Drive, Wedela.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, four bedrooms, bathroom/w.c. 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 12th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76155/FCLS/Mr Brewer/djl.)

Case 21046/93
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 **Botes, Carl William**, First Defendant, and **Botes, Hendrina 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 at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 4 October 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 2308, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 400 m², held by the Defendants under Deed of Transfer T32023/1987, being 18 Renonkel Street, Brackenhurst Extension 2, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., shower, kitchen, carport and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or 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).

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z49007/Ms Isola/cvdn.)

Saak 3076/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Jeremiah Butana Hlophe**, Vonnisskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 3 Februarie 1993, word die hiernavermelde eiendom op Vrydag, 30 September 1994 om 10:00, voor die Landdroskantoor te Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak naamlik:

Perseel 2449, Wesselton, Ermelo, Registrasieafdeling IT, Transvaal, groot 404 (vierhonderd-en-vier) vierkante meter, gehou kragtens Akte van Transport TL35291/88.

Die eiendom is verbeter en geleë te Meschewenistraat 2449, Wesselton, Ermelo.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê in die Balju vir die Landdroshof, Ermelo, se kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (ten persent) van die koopprys aan die Balju vir die Landdroshof, Ermelo, betaal en vir die balans van die koopprys moet die koper 'n bankwaarborg aan die Balju vir die Landdroshof, Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 15de dag van Augustus 1994.

M. M. Nolte, De Clerqstraat 11, Ermelo, 2350. (Verw. mnr. Slabbert/bdt C02694.)

Saak 459/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ABSA Bank Bpk.** (Trust Bank Divisie), Vonnisskuldeiser, en **G. F. Meyer**, Vonnisskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 24 Mei 1994, word die hiernavermelde eiendom op Vrydag, 30 September 1994 om 10:00, voor die Landdroshof te Ermelo, geregteelik verkoop aan die persoon wat die hoogste bod maak naamlik:

Erf 1387, Uitbreiding 9, geleë in die dorp Ermelo, Registrasieafdeling IT, Transvaal, groot 1 547 (eenduisend vyfhonderd sewe-en-veertig) vierkante meter, gehou kragtens Akte van Transport T45700/80.

Die eiendom is verbeter en geleë te George Bothalaan 35, Ermelo.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê in die Balju vir die Landdroshof, Ermelo, se kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (ten persent) van die koopprys aan die Balju vir die Landdroshof, Ermelo, betaal en vir die balans van die koopprys moet die koper 'n bankwaarborg aan die Balju vir die Landdroshof, Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 15de dag van Augustus 1994.

M. M. Nolte, De Clerqstraat 11, Ermelo, 2350. (Verw. mnr. Slabbert/bdt C03203.)

Saak 11097/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Allied Bank**, Eiser, en **J. S. D. and K. A. T. Theologo**, Verweerders

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 9 April 1992 om 15:00, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom te die Baljukantore, Vierde Straat 66, Springs, op 7 Oktober 1994, geregteelik verkoop sal word naamlik:

Erf en dorpsgebied: Erf 672, Selcourt-dorpsgebied, gehou kragtens Akte van Transport T50727/1988, Registrasieafdeling IR, Transvaal, groot 1 983 vierkante meter, ook bekend as Kentanweg 8, Selcourt, Springs.

Beskrywing van die eiendom: Baksteengebou onder teeldak, vyf slaapkamers, sitkamer, eetkamer, twee badkamers, kombuis, toilet, wassery, dubbel motorhuis, twee motorafdakke, bediendekamer, buite toilet en swembad.

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 koopprys van die eiendom op die dag van die verkoping asook afslagsgelde teen 'n koers van 5% (vyf persent) op die eerste R20 000 (twintig duisend) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend). Die koper moet binne 14 dae na die datum van verkoping 'n aanvaarbare bankwaarborg lewer vir betaling van die saldo van die koopprys 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 Allied Bank, in wie se guns verbande geregistreer is oor die eiendom. Die volle verkoopvoorwaardes kan geïnspekteer word by die kantore van die Balju van die bogemelde Agbare Hof.

Gedateer te Springs op hede hierdie 18de dag van Augustus 1994.

B. Cooper, vir Ivan Davies Theunissen, IDT Gebou, Vierde Straat 64, Posbus 16, Docex 6, Springs. (Tel. 812-1050.) (Verw. mnr. Cooper/JD/B026791.)

Saak 306/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. P. Swanepoel**, Eerste Verweerder, en **mev. C. J. Swanepoel**, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 13 Mei 1994, in die Landdroshof, Baberton, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 30 September 1994 om 09:00, voor die Landdroshof, Baberton, aan die hoogste bieder:

Beskrywing: Erf 3304, Elandstraat, Marloth Park, Gedeelte 49, van plaas Tenbosch 162, JU, Transvaal, groot 2 310 (twee-duisend driehonderd en tien) vierkante meter, gehou kragtens Akte van Transport T18861/92.

Voorwaardes van verkoping:

Die verkoper sal verplig wees om 10% (tien persent) van die koopprys aan die Balju, Landdroshof, in kontant te betaal onmiddellik na die verkoping plus 5% (vyf persent) afslaeersfooie.

Die balans tesame met die rente daarop, moet gesekureer word by wyse van 'n bank- of bouvereniging betaalbaar teen registrasie van transport, welke waarborg gelewer moet word binne 7 (sewe) dae na datum van verkoop. Die verkoping is voetstoots.

Die verkoopvoorwaardes kan gedurende kantoorure besigtig word by die kantoor van die Balju, Landdroshof Shebaweg 103, Barberton.

Geteken te Barberton hierdie 29ste dag van Augustus 1994.

B. L. Bester, vir Lukas Louw & Bester, Regs- en Mediesegebou, Crownstraat 63, Posbus 30, Barberton. (Verw. LB/MG/N398.)

Case 21151/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ESD (Pty) Limited**, Plaintiff, and **Nelson de Almeida**, Defendant

In execution of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 9 August 1994 will be sold in execution to the highest bidder on Thursday, 29 September 1994 at 10:00, in front of the Sheriff's Office at 8 Park Street, Kempton Park:

Remaining extent of Erf 1335, Birch Acres, Extension 3 Township, measuring 968 square metres, situated at 27 Swart Piek Street, Birch Acres, Kempton Park.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling, brick under tile, consisting of three bedrooms, two bathrooms, two toilets, lounge, dining-room, kitchen and two garages.

Signed at Sandton on this the 19th day of August 1994.

A. M. Shunn, for A. Livingstone & Co., Ground Floor, 112 Pybus Road, corner of Katherine Street, Sandown, Sandton; P.O. Box 3920, Docex 121, Johannesburg, 2000. (Tel. 884-8334.) (Ref. Ms Shunn/hw/PRC225.)

Saak 10523/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (Reg. No. 62/00738/06), Eiser, en **Jacobus Christiaan Grundling**, Identiteitsnommer 3506265041080, Eerste Verweerder, en **Yvonne Grundling**, Identiteitsnommer 3511120041002, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 7 Oktober 1994 om 10:00, deur die Balju vir die Hooggeregshof, Rustenburg, gehou te die Landdroshof, Rustenburg, hoek van Van Staden- en Kloppestraat, Rustenburg, aan die hoogste bieder:

Gedeelte 165 ('n gedeelte van Gedeelte 146), van plaas Waterkloof 305, Registrasieafdeling JQ, Transvaal, groot 2,1414 hektaar, gehou kragtens Akte van Transport T11627/1977.

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

Verbeterings en ligging: Woning met teëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis met ontbythoekie, spens, vyf slaapkamers, aantrekkamer, drie badkamers, twee garages en afdakke, twee bediendekamers met toilet, waskamer, steen (pleister) omheining, swembad, lapa, woonstel ± 30 meter vanaf huis, kantoor en winkel asook 'n boorgat. Om by die plaas uit te kom neem die Rustenburg/Johannesburgpad en ry vir ± 7 kilometer en draai links by pad oorkant Studio 5 en hou aan tot by naambord van Verweerders.

Reserweprys: Die eiendomme word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê by die kantoor van die Balju vir die Hooggeregshof, Rustenburg, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, Transvaal.

Gedateer te Pretoria hierdie 1ste dag van September 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9162/94/BVDM.)

Case 23702/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Lungile Goodwill Tutu**, 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 28 September 1994 at 10:00, at the offices of the Sheriff, 11 Teak Avenue, Klerkindustria, Klerksdorp:

Erf 2296, situated in the Township of Kanana, Registration Division IP, Transvaal, measuring 465 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL78496/88, situated at Stand 2296, Kanana, Orkney.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of three bedrooms, bathroom, toilet, lounge, dining-room and kitchen. Outbuildings consisting of garage. Property is fenced with wire.

Terms: 10% (ten per cent) 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, Klerksdorp.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R348470/as.)

Case 12369/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **George Carl Emmanuel Child**, First Defendant, and **Petronella Magrieta Child**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Marico, in front of the Magistrate's Court, President Street, Zeerust, on 30 September 1994 at 10:00, of the following property:

Portion 21, of the farm Vaalkop 264 Township, Registration Division JP, Transvaal, measuring 28,5374 hectares, held by the Defendants under Deed of Transfer T66601/1991.

This property is situated at Portion 21 of the farm Vaalkop 264, District of Marico.

The property is improved as follows: Three bedrooms, kitchen, dining-room, bathroom, lounge and separate toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Ellishof Building, corner of Coetzee and President Streets, Zeerust.

Dated at Pretoria on this the 2nd day of September 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/eg.)

Case 6973/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Mpopo Jane Marota**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 30 September 1994 at 11:00, of the following property:

Erf 9008 (formerly Erf 1264), Mamelodi Extension 2 Township, Registration Division JR, Transvaal, measuring 375 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL2806/1987.

This property is situated at Stand 9008 (formerly Stand 1264), Mamelodi Extension 2, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, dining-room, bathroom/toilet and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 1st day of September 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EG.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thabiso Phillip Stemele**, First Defendant, and
Nosizwe Cynthia Stemele, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord) on Friday, 7 October 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom, at the above address.

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

Property: The right of leasehold to Stand 1637 G, Soshanguve, together with all erections or structures thereon in the residential area of Soshanguve, district of the District Representative, Department of Development Aid, Soshanguve.

Improvements: Single storey, four bedrooms, kitchen, lounge, one and a half bathrooms, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1603.)

Saak 86319/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG-NOORD GEHOU TE JOHANNESBURG-NOORD

In die saak tussen **Body Corporate Mandalay Court**, Eiser, en **A. J. Manamela-Moukangoe**, Eerste Verweerder, en
K. E. Manamela-Moukangoe, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Johannesburg in bogemelde saak, sal 'n verkoping met 'n reserweprys gehou word deur die Balju van die Landdroshof, Johannesburg-Noord, te dieselfde kantore te Marshallstraat 131, Jantore te Marshallstraat 131, Johannesburg, op 30 September 1994 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Landdroshof van Johannesburg-Noord, voor die verkoping ter insae sal lê:

Sekere Eenheid 48, soos aangetoon en volledig beskryf op Deelplan ST965/1991, in die skema bekend as SS Mandalay Court ten opsigte van die grond en gebou of geboue geleë te Pietersenstraat 24, Hillbrow-dorpsgebied, Plaaslike Owerheid Johannesburg, van welke deel die vloeroppervlakte, volgens voormelde Deelplan 28 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos aangedui op genoemde deelplan (ook bekend as Mandalay Court 48, synde Woonstel 1201), Pieterstraat 24, Hillbrow, Johannesburg.

Verbeterings (nie gewaarborg nie): Kamer, badkamer en kombuis.

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

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

Gedateer te Johannesburg op die 24ste dag van van Augustus 1994.

Van Zyl, Eiser se Prokureurs, Eerste Verdieping, Jan Smutslaan 132, Parkwood; Posbus 37112, Birnam Park, 2015. (Tel. 880-8023.) (Verw. K. van Zyl.)

Case 86319/93

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

In the matter between **Body Corporate Mandalay Court**, Plaintiff, and **A. J. Manamela-Moukangoe**, First Defendant, and
K. E. Manamela-Moukangoe, Second Defendant

In pursuance of a judgment granted by the above Court on 22 September 1993 and a warrant of execution dated 30 September 1993, the property hereunder will be sold in execution by the Sheriff at 131 Marshall Street, Johannesburg, on 30 September 1994 at 10:00, onwards to the highest bidder:

Certain Unit 48, in the building known as Mandalay Court as more fully described on Sectional Plan ST965/1991 in the scheme known as SS Mandalay Court in respect of the land and building/buildings situated at 24 Pietersen Street, Hillbrow Township, Local Authority of Johannesburg, of which unit the floor area according to the sectional plan is 28 square metres; and

an undivided share in the common property in the scheme allocated to the aforementioned unit in accordance with the participation quota indicated in the above sectional plan (also known as Unit 48, Mandalay Court, Flat 1201), 24 Pietersen Street, Hillbrow, Johannesburg.

Consisting of: Room, kitchen and bathroom.

Terms: 10% (ten per cent) of the purchase price payable in cash immediately after conclusion of the sale and, in respect of the balance of the purchase price, which is payable against registration of transfer, a bank or building society or other satisfactory guarantee is to be furnished within 14 (fourteen) days of date of the sale.

Commission payable on the day of the sale, will 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 amount of R6 000 (six thousand rand). Minimum levy R100 (one hundred rand).

Dated at Johannesburg this 24th day of August 1994.

Van Zyl, Attorney for Plaintiff, First Floor, 132 Jan Smuts Avenue, Parkwood; P.O. Box 37112, Birnam Park, 2015. (Tel. 880-8023.) (Ref. K. van Zyl/MAN1004.)

Saak 628/94

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

In die saak tussen **Stadsraad van Potgietersrus, Eiser, en Pot Ayobra Investments (Edms.) Bpk., Verweerder**

Ingevolge 'n vonnis toegestaan teen bovermelde Verweerder deur die Agbare Hof in bovermelde aangeleentheid gedateer 8 Maart 1994, en 'n beslaglegging van eksekusie, sal die volgende eiendom van die Verweerder verkoop word deur die Balju, Potgietersrus, op Vrydag, 23 September 1994 om 10:00, voor die Landdroskantoor te Potgietersrus, aan die hoogste bieder onderhewig aan die voorwaardes wat deur die afslaer gelees sal word tydens die verkoping:

Erf 1315, Piet Potgietersrust-uitbreiding 5-dorpsgebied, Registrasieafdeling KS, Transvaal, groot 2 957 vierkante meter, gehou kragtens Akte van Transport T39051/1985.

Die volgende verbeteringe is op die eiendom aangebring, alhoewel niks in hierdie verband gewaarborg word nie: 'n Fabrieksgebou, gebou van stene en sement met 'n sinkdak met 'n oppervlakte van ongeveer 220 vierkante meter. Die gebou beskik oor 'n kantoorarea, twee pakkamers en twee toilette terwyl die res bestaan uit 'n werksarea. Die eiendom beskik oor 'n ghriesput en is aan alle kante voorsien van sekuriteitsomheining.

Voorwaardes: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping, die balans en rente op die volle koopprys teen 18,5% (agtien komma vyf persent) per annum, betaalbaar tydens registrasie van transport verkrygbaar vanaf 'n bank-, bouvereniging- of ander aanvaarbare waarborg wat voorsien moet word binne dertig (30) dae vanaf datum van aankoop. Afslaerskoste bereken teen 5% (vyf persent) (minimum R50) uit die opbrengs van die verkoping tot en met 'n prys van R20 000 en daarna 3% (drie persent) op 'n maksimum fooi van R6 000.

Die volle verkoopvoorwaardes lê gereed vir inspeksie by die kantore van die Balju, Eerste Verdieping, Munspengebou, Voortrekkerweg 80, Potgietersrus [Tel. (0154) 3187.]

Gedateer te Pretoria op hede die 29ste dag van Augustus 1994.

J. van der Merwe, vir MacIntosh Cross & Farquharson, Prokureurs vir Eiser, Permanentegebou 210, Paul Krugerstraat 246, Pretoria. (Verw. J. van der Merwe/DD/V11/94.)

Case 5895/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 July 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 16145, Vosloorus Extension 16 Township, situated on 16145 Vosloorus Extension 16, in the Township of Vosloorus Extension 16, District of Boksburg, measuring 435 (four hundred and thirty-five) square metres.

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

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

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

Dated at Boksburg on this the 1st day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1092F/Mrs West.)

Case 1290/94

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

In the matter between **First National Bank of SA Ltd**, trading as Wesbank, a division of First National Bank, Plaintiff, and **Mr Theunis Johannes Grobler**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and writ of execution dated 5 July 1994, a sale by public auction without reserve will be held on 28 September 1994 at 11:00, at the Magistrate's Court, corner of Klopper and Van Staden Streets, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Court, Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Erf: Portion 3 of Erf 1923, Rustenburg, Registration Division JQ, Transvaal, in extent 912 (nine hundred and twelve) square metres, held under Deed of Transfer T71569/93, known as 21 Joubert Street, Rustenburg.

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

Dated at Rustenburg this 31st day of August 1994.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Private Bag 82082, Rustenburg, 0300. (Ref. mr Claassen/mv/F396.)

Saak 9667/93

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 **Johan Leon Dippenaar**, Eerste Verweerder, en **Thpatricia Jean Dippenaar**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 Julie 1993, 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 Lechweg 35, Aston Manor, Kempton Park-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 1 487 m² (eenduisend vierhonderd sewe-en-tagtig) groot, sitkamer, toilet, kombuis, twee badkamers, drie slaapkamers, studeerkamer, eetkamer, twee motorhuise en swembad.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant 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 30ste dag van Augustus 1994.

D. Oosthuizen, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. Mirinda du Plessis/M183.)

KAAP • CAPE

Saak 16442/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Munisipaliteit van Kraaifontein**, Eiser, en **M. Marbe**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op 27 September 1994 om 11:00, op die perseel Miltonweg 137, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as Erf 4647, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T55992/1991, synde 'n woonhuis bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer en stoor.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalinge 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 koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rentar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie 20 van 1974 vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonniskskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, I. J. Hugo, Balju, Landdroshof, Northumberlandstraat 29, Bellville.

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

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Saak 14511/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Munisipaliteit van Kraaifontein**, Eiser, en **E. W. Erasmus**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op 27 September 1994 om 10:15, op die perseel te Vyfde Laan 207, Kraaifontein.

Die onroerende eiendom te koop, staan bekend as Erf 3143, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Transportakte T24731/92, synde 'n woonhuis bestaande uit drie slaapkamers, kombuis, badkamer, sitkamer en eetkamer.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshof, 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 die koers bepaal deur Ordonansie 20 van 1974 vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, Herman Smit, p.a. Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

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

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Case 15351/93**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 **Jerome Jardine**, First Judgment Debtor, and **Brigette Jardine**, Second Judgment Debtor

In pursuance of a judgment granted on 24 January 1994 in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 26 September 1994 at 09:00, at Kuils River Court-house:

Description: Erf 850, Hagley, in the Local Area of Lower Kuils River 1, Administrative District of Stellenbosch, in extent three hundred and eighty (380) square metres.

Postal address: 3 Bradford Cl311 Postal address: 3 Bradford Close, Wembley Park.

Improvements: Dwelling: Three bedrooms, bathroom, toilet, lounge and kitchen.

Held by Deed of Transfer 58901/89.

Transfer 58901/89.

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:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 16th day of August 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 5832/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

In die saak tussen **NBS Bank Beperk**, Eiser, en **N. en S. Lakay**, Verweerders

Eiendom geleë te Pacificalaan 8, Eersterivier.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 21 Junie 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Pacificalaan 8, Eersterivier, per publieke veiling te koop aangebied op 5 Oktober 1994 om 10:00:

Erf 4586, Eersterivier, ook bekend as Pacificalaan 8, Eersterivier, afdeling Stellenbosh, groot 275 vierkante meter, gehou kragtens Transportakte T3535/94.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhef aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs 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 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 (1) maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer 16 Augustus 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ELN394.)

Case 13048/94

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

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Johan Andre Roux**, First Defendant, and **Catharina Hendriena Roux**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 18 July 1994, the undermentioned property will be sold in execution at the premises on Thursday, 29 September 1994 at 10:15:

Erf 9198, Parow, in the Municipality of Parow, Cape Division, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T45135/91, comprising of building under tiled roof, lounge, three bedrooms, bathroom, toilet, kitchen and garage, and known as 48 Victoria Street, Parow.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten percent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 11th day of August 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 7561/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Land & Lease Brokers CC**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 6 Disa Avenue, Kommetjie, on Wednesday, 28 September 1994 at 13:00, namely:

Erf 4116, Kommetjie, situated in the area of the Local Council of Kommetjie, Administrative District of the Cape, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T7569/1992, commonly known as 6 Disa Avenue, Kommetjie, which property is said, without warranty as to the correctness thereof, to comprise of: A garage on plot.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against Registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: A garage on plot.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 12th day of August 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 22151.)

Case 16303/93

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

In the matter between **Municipality Goodwood**, versus **William Henry, William Henry**, and **Vera Janneke**

The following property will be sold in execution at the site of the property, 5 Emily Hobhouse Street, Goodwood, Cape. On Monday, 26 September 1994 at 11:00, to the highest bidder:

Erf 8375, Goodwood, in extend 495 square metres, held by Deed of Transfer T62808/92, situated at 5 Emily Hobhouse Street, Goodwood.

1. The following improvements are reported but not guaranteed: Dwelling: Tile roof, brick walls, lounge, kitchen, three bedrooms, bathroom and garage.

2. *Current:* 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 18,50% (eighteen comma five nought 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 high 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.

Case 16112/93

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

In the matter between **Municipality Goodwood, versus N. D. Kleynhans**

The following property will be sold in execution at the site of the property, 62 Martin Adams Street, Ruyterwacht, Cape. On Wednesday, 28 September 1994 at 12:00, to the highest bidder:

Erf 3250, Epping Garden Village, in extend 468 square metres, held by Deed of Transfer T37883/92, situated at 62 Martin Adams Street, Ruyterwacht.

1. The following improvements are reported but not guaranteed: Dwelling: Sink roof, brick walls, lounge, dining-room, kitchen, three bedrooms, bathroom and garage.

2. *Current:* 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 18,50% (eighteen comma five nought 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.

Case 1794/94

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

In the matter between **Municipality Goodwood, versus Peter e/f F. E. Landsberg**

The following property will be sold in execution at the site of the property, 6 Paarl Street, Ruyterwacht, Cape. On Thursday, 29 September 1994 at 11:00, to the highest bidder:

Erf 4702, Epping Garden Village, in extend 471 square metres, held by Deed of Transfer T66729/91, situated at 6 Paarl Street, Ruyterwacht.

1. The following improvements are reported but not guaranteed: Dwelling: Asbestos roof, brick walls, lounge, dining-room, TV-room, kitchen, two bedrooms, bathroom and garage.

2. *Current:* 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 18,50% (eighteen comma five nought 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.

Case 50126/93

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

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **E. Halvorsen and H. M. Lewis**, Judgment Debtors

In execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Thursday, 29 September 1994 at 12:00, at the property of the following immovable property:

Erf 5738, Hout Bay, Cape, measuring 496 square metres, held by the Judgment Debtors under Deed of Transfer T63439/93, also known as 14 Cecil Street, Hout Bay, Cape and comprising a double-storey dwelling with three bedrooms, two bathrooms, kitchen, lounge, a dining-room a study and a single garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg, and at the offices of the undermentioned auctioneers: Paramount Auctioneers [Ref. S. Penkin. (Tel. 23-6257.)] Fourth Floor, 71 Bree Street, Cape Town.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt.)

Case 16107/93

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

Municipality of Goodwood versus Bernize A/Elize E. Meyer

The following property will be sold in execution at the site of the property, 3 President Reitz Street, Ruyterwacht, Cape, on Wednesday, 28 September 1994 at 10:30, to the highest bidder:

Erf 3164, Epping Garden Village, in extent 467 square metres, held by Deed of Transfer T14606/91, situated at 3 President Reitz Street, Ruyterwacht.

1. The following improvements are reported but not guaranteed: *Dwelling*: Sink roof, brick walls, lounge, kitchen, three bedrooms, bathroom and separate toilet, servant's room and garage.

2. *Terms*: 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 18,50% (eighteen comma five nought 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.

Case 1918/94

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

Municipality of Goodwood versus Garth P/Iris G. Heldsinger

The following property will be sold in execution at the site of the property, 115 Wellington Street, Vrijzee, Goodwood, Cape, on Tuesday, 27 September 1994 at 12:00, to the highest bidder:

Erf 4728, Goodwood, in extent 496 square metres, held by Deed of Transfer T18523/91, situated at 115 Wellington Street, Goodwood.

1. The following improvements are reported but not guaranteed: *Dwelling*: Asbestos roof, brick walls, lounge, kitchen, four bedrooms, bathroom and separate toilet and garage.

2. *Terms*: 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 18,50% (eighteen comma five nought 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.

Case 4762/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **J. Coetzer**, First Execution Debtor, and **A. V. Coetzer**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 20 July 1994, and in pursuance of an attachment in execution dated 27 July 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 22 September 1994 at 11:00, of the following immovable property situated at 8 Dorothy Street, Despatch:

Zoned: Residential, being Erf 3288, Despatch, in the Municipality of Despatch, Division of Uitenhage, in extent 1 082 square metres, held by Jeanette Coetzer, under Deed of Transfer T76216/93, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached brick dwelling under thatch roof with lounge, family room, three bedrooms, kitchen, dining-room, study and two bathrooms.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 15th day of July 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 4135/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **E. W. Goba**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 28 June 1994, and in pursuance of a judgment of an attachment in execution dated 12 July 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 22 September 1994 at 11:00, of the following immovable property situated at 18 Miyo Street, Kwanobuhle:

Zoned: Residential, being all the right, title and interest in the leasehold in respect of Erf 3165 (now Erf 10044) Kwanobuhle, Extension 4, in the Administrative District of Uitenhage, in extent 286 square metres, held by Elijah Wellington Goba, under Certificate of Registered Grant of Leasehold 3165/1 dated 10 November 1986, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Vandalised property consisting of only walls.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 15th day of August 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 774/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Beperk**, Eiser, en **J. H. Meyer**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 23 Mei 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 23 September 1994 om 11:00, op die perseel te Stormvoëlsingel 32, Erf 536 en 537, Vermont, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Een halwe aandeel ($\frac{1}{2}$) in Erf 536, Vermont, in die plaaslike gebied Vermont en afdeling Hermanus, groot 714 (sewehonderd-en-veertien) vierkante meter, gehou kragtens Transportakte T16561/1988, ook bekend as Stormvoëlsingel 32, Erf 536 en 537, Vermont, een halwe aandeel ($\frac{1}{2}$) in Erf 537, Vermont, in die plaaslike gebied Vermont en afdeling Hermanus, groot 714 (sewehonderd-en-veertien) vierkante meter, gehou kragtens Transportakte T61449/1987.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 177, Hermanus, Tel. (0283) 2-2508.

Gedateer te Bellville op hede die 9de dag van Augustus 1994.

A. H. Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal).

Case 1416/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss D. P. Coetzee**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, the following will be sold in execution on Monday, 26 September at 10:00, at 23 Garnet Road, Highbury, Kuils River, to the highest bidder:

Erf 8928 (Portion of Erf 8907), 415 (four hundred and fifteen) square metres, held by Deed of Transfer T50964/1992, situated at 23 Garnet Road, Highbury, Kuils River, vacant property.

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 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 16,75% (sixteen comma seven five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **D. van Rooyen**, First Execution Debtor, and **E. M. van Rooyen**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 27 July 1994, and in pursuance of an attachment in execution dated 3 August 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 22 September 1994 at 11:00, of the following immovable property situated at 57 Wistaria Street, Despatch.

Zoned: Residential, being Erf 5076, Despatch, in the Municipality of Despatch, Division of Uitenhage, in extent 646 square metres, held by Dennis van Rooyen and Ethel Mary van Rooyen, under Deed of Transfer T23141/94, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached brick dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (Auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 12th day of August 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 14523/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit**, Eiser, en **M. A. en H. J. Links**, Eerste en Tweede Verweerders

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op 27 September 1994 om 12:10, op die perseel te Midwayweg 42, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as: Erf 4039, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T72855/1990, synde 'n woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen die koers bepaal deur Ordonnansie No. 20 van 1974 vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, Herman Smit, p.a. Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Geteken te Kraaifontein op hierdie 9de dag van Augustus 1994.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

SALE IN EXECUTION

Nedcor Bank Limited vs Inoria Nomantombazana Ramba

Wynberg: Case No. 28573/91

The property: All right, title and interest in the leasehold in respect of Erf 8030, Guguletu, in the Area of Ikapa Town Council, Administrative District of the Cape.

In extent: 261 square metres.

Situate at: NY 75, No. 17, Guguletu.

Improvements (not guaranteed): Single dwelling: Asbestos roof: Lounge, kitchen, two bedrooms, bathroom and toilet, outside toilet.

Date of sale: 26 September 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of 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, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**Nedcor Bank Limited vs Diliza Richard Bornside****Mitchells Plain: Case No. 16147/93**

The property: All right, title and interest in the leasehold in respect of Erf 210, Guguletu, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope in the Administrative District of the Cape.

In extent: 243 square metres.

Situate at: 42 Khanya Crescent, Guguletu.

Improvements (not guaranteed): Single dwelling: Asbestos tiled roof: Lounge/kitchen/dining-room, three bedrooms, bathroom/toilet/hand basin and garage.

Date of sale: 26 September 1994 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

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, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**Nedcor Bank Limited vs Nosizwe Jodwana****Mitchells Plain: Case No. 7454/94**

The property: All right, title and interest in the leasehold in respect of Erf 3069, Guguletu, in the Area of Ikapa Town Council, Administrative District of the Cape.

In extent: 256 square metres.

Situate at: NY 43, No. 99, Guguletu.

Improvements (not guaranteed): Face-brick: Asbestos roof: Open plan lounge/dining-room, kitchen, two bedrooms, bathroom and toilet.

Date of sale: 26 September 1994 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

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, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 6136/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Freda Maureen Terry**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 28 June 1994, the under-mentioned property will be sold in execution at the premises on Monday, 26 September 1994 at 10:45:

Erf 178, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 401 (four hundred and one) square metres, held by Deed of Transfer T6768/93, comprising of lounge, two bedrooms, bathroom, toilet and kitchen, and known as 11 Vega Street, Tuscany Glen, Blue Downs.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank-guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 18th day of August 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **J. H. van Wyk**, First Defendant, and **S. L. van Wyk**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 7 September 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 29 September 1994 at 10:00:

Certain Erf 19185, portion of Erf 4135, situated in the City and District of Kimberley, measuring 792 (seven nine two) square metres, held by Deed of Transfer T911/85, also known as 26A Rhodes Avenue, Rhodesdene, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Entrance hall, lounge, dining-room, family room, living-room, three bedrooms, kitchen, bathroom with toilet and shower and bathroom with toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Dated at Kimberley on this 23rd day of August 1994.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street Kimberley.

Case 15655/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Anwar Jardien**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 19 January 1994, the undermentioned property will be sold in execution at the premises on Monday, 26 September 1994 at 11:30:

Erf 145, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, measuring 332 (three hundred and thirty-two) square metres, held by Deed of Transfer T73912/90, and comprising of brick building with tiled roof, lounge, dining-room, three bedrooms, en suite bathroom, toilet, kitchen and garage, and known as 8 Vanguard Way, Tuscany Glen, Blue Downs.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 8th day of August 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 431/94

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

In the matter between **Squire Smith & Laurie**, Plaintiff, and **Zola Eric Matuntuta**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 20 May 1994, the following property will be sold on Wednesday, 28 September 1994 at 10:00, at the offices of the Sheriff, Old Radue Weir Building, Eales Street, King William's Town, to the highest bidder:

Erf 3241, King William's Town, Municipality and Division of King William's Town, in extent 1 239 (one thousand two hundred and thirty-nine) square metres, held by Defendant under Deed of Transfer T3157/1993, over which property Mortgage Bond B3597/1993, is registered (known as 52 Maluti Road, King William's Town).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's Attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional dwelling with tin roof and usual outbuildings.

Dated at King William's Town this 22nd day of August 1994.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Ms Coetzee/yp.)

Case 8027/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Dwayne Edwin Godfrey Swarts**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 4 Meiringspoort, Tafelsig, Mitchells Plain, on Thursday, 29 September 1994 at 10:00, namely:

Erf 20821, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 150 (one hundred and fifty) square metres, held by Deed of Transfer T62954/1993, commonly known as 4 Meiringspoort, Tafelsig, Mitchells Plain, which property is said without warranty as to the correctness thereof, to comprise of two bedrooms, bathroom/toilet, kitchen, lounge, garage and asbestos roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: Two bedrooms, bathroom/toilet, kitchen, lounge, garage and asbestos roof.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 22nd day of August 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 22168.)

Case 12058/94

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

In the matter between **Investec Bank Limited**, Plaintiff, and **I. A. Fortune**, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Bellville dated 6 July 1994, and writ of execution dated 6 July 1994, the following will be sold in execution on 4 October 1994 at 12:15, at the site, being:

Erf 21343, Parow, in the Municipality of Parow, Cape Division, in extent 1 158 square metres, also known as 7 Swarthout Crescent, Platteklouf.

The following improvements are reported to the property but not guaranteed: Vacant plot.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. *Payment:*

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on:

2.3.1 The amount of the Plaintiff's claim at the rate of 16,25% (sixteen comma two five per centum) for each month or part thereof from the date of sale to date of registration of transfer.

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 19th day of August 1994.

K. Sloth-Neilson, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial)

In the matter between **The Standard Bank of South Africa Limited**, Judgment Creditor, and **Wynand Victor Schabert**, Judgment Debtor

Be pleased to take notice that the pursuant to a judgment in the Supreme Court (Cape of Good Hope Provincial) dated 20 April 1994, and a warrant of execution, the following property will be sold in execution on Friday, 23 September 1994 at 10:00, at the property, namely:

Erf 6166, Kraaifontein, situated in the Municipality of Kraaifontein, measuring 1,0205 (one comma nought two nought five) hectares, and also known as Erf 6166, Kiaat Street, Industrial Area, Kraaifontein, and held by Deed of Transfer T37557/1973.

The property shall be sold to the highest bidder without reserve and the sale will be subject to the provision of the Supreme Courts Act, as amended, and the rules made thereunder. The purchase price will be payable as follows:

1. One tenth ($\frac{1}{10}$) of the purchase price in cash or by means of a bank-marked cheque to the Sheriff of the Supreme Court, for the account of the Judgment Creditor, such payment to be made on the day of the sale.

2. The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Judgment Creditor with a bank or building society guarantee to the Judgment Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under the conditions of sale.

3. In addition, the purchaser shall pay interest to the present bondholder, namely The Standard Bank of South Africa Limited, at the current rate of interest calculated on the balance owing under the mortgage bond. Such interest calculated from the date of sale to the date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

The above property is a vacant erf.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Supreme Court, 29 Northumberland Street, Bellville.

Dated at Somerset West this 3rd day of August 1994.

Havenga & Smith-Symms, Attorneys for Judgment Creditor, 11 Caledon Street, Somerset West. (Ref. CV Smith-Symms: CVDV: SS876.)

Saak 8426/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **G. M. Loubser Onderneming BK**, Eiser, en **D. J. H. Philander**, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief tot uitwinning gedateer 13 Desember 1993, en heruitgereik op 31 Januarie 1994, sal die volgende eiendom in eksekusie verkoop word, op die eiendom te Langstraat 26, Mamre, op 28 September 1994 om 10:00, onderhewig aan die verkoopvoorwaardes hierna vermeld:

Erf 238, Mamre, in die landelike gebied Mamre, afdeling Malmesbury, groot 388 (drie agt agt) vierkante meter, gehou kragtens Akte van Transport T37328/1990, ook bekend as Langstraat 26, Mamre, onderworpe aan die voorwaardes daarin vermeld.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling:* 10% (tien persent) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 18,5% (agtien komma vyf persent) per jaar, bereken op die bedrag van die vonniskskuldeiser se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury op hierdie 3de dag van Augustus 1994.

S. S. D. Terblanche, vir Groenewaldt Schoeman & Terblanche, Sanlamsentrum, Hillstraat, Malmesbury. (Verw. mnr. Terblanche/ch/GM 22.)

Saak 1743/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen **Boland Bank Beperk**, Eiser, en **Mnr. B. C. Alexander**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 15 Maart 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 28 September 1994 om 11:00, op die perseel te Hibuscuslaan 6, Mosselbaai aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verder voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 3982, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 565 (vyfhonderd vyf-en-sestig) vierkante meter, gehou kragtens Transportakte T33183/1975, ook bekend as Hibuscuslaan 6, Mosselbaai.

Betaalvoorwaardes:

10% (tien persent) van die koopprys en afsalersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 2096, Mosselbaai, Tel. 0444-3143.
A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Belville. (Verw. E. de Waal.)

Case 9223/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Maxwell Xolile Kama, married in community of property to **Leonora Nobahle Kama**

The property: Erf 134, Guguletu, in the area of Ikapa Town Council, Administrative District of Cape.

In extent: 209 square metres.

Situated at: NY 1, No. 369, Malunga Park, Guguletu.

Improvements (not guaranteed): Single dwelling, asbestos tiled roof, dining-room, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 28 September 1994 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

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, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 1352/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Luvuyo Kuse

The property: All right, title and interest in the leasehold in respect of Erf 360, Nyanga, in the area of Ikapa Town Council, Administrative District of the Cape.

In extent: 238 square metres.

Situated at: G7 Miller Street, Nyanga.

Improvements (not guaranteed): Single dwelling, asbestos sheeting roof, kitchen, dining-room, two bedrooms, bathroom and toilet.

Date of sale: 28 September 1994 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

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, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 30136/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Thomas Georg Felix Koschorrek**, First Defendant, and **Dorothe Marieluise Koschorrek**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 27 January 1993, the property listed hereunder, and commonly known as 126 Raats Drive, Oceanside, Table View, will be sold in execution at the premises on Tuesday, 27 September 1994 at 14:00, to the highest bidder:

Erf 14100, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 577 square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 18th 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.1316.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **Jas Forwarding SA (Pty) Limited**, Plaintiff, and **Chris Westhead**, 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 will be held at the premises of the undermentioned property of the defendant on Friday, 30 September 1994 at 10:00, on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Malmesbury at 11 St Johns Street, Malmesbury.

Erf 1340, Melkbosch Strand, in the area of the local council of Melkbosstrand, Cape Division, measuring in extent nine hundred and forty-one (941) square metres, held by Deed of Transfer T60702/88, also known as 13 Tarentaal Way, Melkbosstrand (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The property is a beach front erf improved by way of a double-storey dwelling with double garage. The property is fully walled with a garden, brick-paved driveway to double garage which is separate from the dwelling-house. The dwelling-house is a large plastered double-storey with a cement tiled roof with PVC sliding doors and windows.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of the sale.

2. Auctioneers charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Cape Town this 23rd day of August 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 30 Hout Street, Cape Town. (Ref. C. Todd/GIR/jv/36836.)

Case 13499/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Brenda Bessicia Longo**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 21 June 1994, the property listed hereunder, and commonly known as 15 Bancroft Street, Rugby, will be sold in execution at the premises on Tuesday, 27 September 1994 at 12:30, to the highest bidder.

Erf 19170, Cape Town at Rugby, in the Municipality of Cape Town, Cape Division, in extent 559 square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, two bathrooms, two toilets, shower, garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 22nd 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.1722.)

Case 14790/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Mark Roy Lifman**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 5 July 1994, the property listed hereunder, and commonly known as 2 Sable Court, Lobelia Road, Milnerton, will be sold in execution at the premises on Thursday, 29 September 1994 at 14:00, to the highest bidder:

A unit consisting of Section 2, as shown and more fully described on Sectional Plan SS117/1987, in the scheme known as Sable Court in respect of the land and building or buildings situate at Milnerton, in the Municipality of Milnerton of which the floor area, according to the Sectional Plan is 86 square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Deed of Transfer ST7924/92.

The following improvements are reported to be on the property (but nothing is guaranteed): A flat built of brick with tiled roof, comprising two bedrooms, open plan kitchen, dining-room, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 22nd 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.1381.)

Case 4818/94
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IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Michael Anthony Halliday Ewee**, 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 Erf 599, Scarborough, Seagull Road, Scarborough on Wednesday, 12 October 1994 at 15:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 129/131, St George's Street, Simon's Town:

Erf 599, Scarborough, in the area of the Local Council of Scarborough, Cape Division, and situated at Erf 599, Scarborough, Seagull Road, Scarborough.

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

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 24th day of August 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1735/4393.)

Case 323/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Jacob Johannes Millar**, First Defendant, and **Kathleen Mary Millar**, Second Defendant

Be pleased to take notice that in pursuance of the judgment granted by the above Honourable Court dated 29 March 1994 and writ of execution dated 29 March 1994, the following will be sold in execution on 28 September 1994 at 11:00, at the site being:

Certain land, situated at Simon's Town in the Municipality of Simon's Town, Cape Division, being Erf 3904, Simon's Town, measuring 103 m² (one hundred and three) square metres, held under Deed of Transfer T72031/93, dated 15 September 1993, also known as 22 Living Waters, 32 Runciman Drive, Simon's Town, Cape.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Semi-detached house with three bedrooms, open plan kitchen/dining-room/lounge, one and a half bathrooms and garage.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution guaranteed cheque to the Sheriff of the Court of the auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest at a rate to be determined by the Judgment Creditor shall be paid on—

3.3.1 the amount of the Plaintiff's claim for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of the sale of the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town on this 8th day of August 1994.

K. G. Druker, Attorneys for Plaintiff, Protea Assurance House, Seventh Floor, 31 Adderley Street, Cape Town. (Ref. SS/gh/W07296.)

Case 1524/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, versus Andrew Stirling Barber, Defendant

In pursuance of a judgment dated 26 July 1994 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 23 September 1994 at 15:00:

Remainder Erf 1993, Port Elizabeth Central, Municipality and Division of Port Elizabeth, in extent 151 (one hundred and fifty-one) square metres, situated at 43 Constitution Hill, Central, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a double storey, semi-detached brick dwelling under an iron roof, consisting of two bedrooms, lounge, dining-room, family room, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 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 at Port Elizabeth on this 22nd day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1862/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, versus Anton Herman Jacobs, Defendant

In pursuance of a judgment dated 19 August 1994 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 23 September 1994 at 15:00:

Erf 1270, Charlo, in the Municipality and Division of Port Elizabeth, in extent 1 010 (one thousand and ten) square metres, situated at 9 Ruanne Road, Broadwood, 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, lounge, dining-room, family room, kitchen, one and a half bathrooms, garage and swimming-pool.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 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 at Port Elizabeth on this 24 day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 20872/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, versus Andrea Jeanette Landford born Cotton, NO, Defendant

In pursuance of a judgment dated 27 July 1993 and an attachment on 17 August 1993, 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, 23 September 1994 at 14:15:

Erf 3077, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, in extent 394 (three hundred and ninety-four) square metres, situated at 63 Catherine Road, Salsoneville, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of three bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court West, 36 North 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 at Port Elizabeth on this 17th day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 24436/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

South African Permanent Building Society *versus* Raraza Jackson Nene

In pursuance of a judgment dated 28 December 1988, and an attachment on 25 February 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, 23 September 1994 at 14:15:

Erf 3878, kwaZakhele, Administrative District of Port Elizabeth, in extent 209 (two hundred and nine) square metres, situated at 3878 Site & Service, kwaZakhele, 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, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on 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 at Port Elizabeth on this 23rd day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1666/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Limited *versus* Theo Stroebel and Margaret Dorothy Stroebel

In pursuance of a judgment dated 27 July 1994 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 23 September 1994 at 15:00:

Erf 2646, Hunters Retreat, Municipality and Division of Port Elizabeth, in extent 845 (eight hundred and forty-five) square metres, situated at 53 Hampshire Street, Sherwood, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under a tiled roof, consisting of two bedrooms, bathroom, kitchen, lounge and garage.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 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 at Port Elizabeth on this 25 day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 18384/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* Doris Nose Peta

In pursuance of a judgment dated 6 July 1993 and an attachment on 17 August 1993, 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, 23 September 1994 at 14:15:

Erf 37286, Ibhayi at Zwide, Administrative District of Port Elizabeth, in extent 271 (two hundred and seventy-one) square metres, situated at 43 Magi Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn 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 at Port Elizabeth on this 25 day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 5199/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Josias Abel Julian Abrahams**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 26 September 1994 at 09:00:

Erf 974, Blue Downs, in the local area of Blue Downs, Division of Stellenbosch, in extent 260 (two hundred and sixty) square metres, held by Deed of Transfer T33375/93, situated at 17 Viking Street, Tuscany Glen, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25 (fifteen comma two five per 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.

Case 5526/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Eejay Investments CC**

The following property will be sold in execution by public auction held at 21 and 23 Station Road, Maitland, to the highest bidder on 27 September 1994 at 11:30:

Remainder Erf 23413, Cape Town, at Maitland, in the Municipality of Cape Town, Cape Division, in extent 370 (three hundred and seventy) square metres, held by Deed of Transfer T5084/90, situated at 21 and 23 Station Road, Maitland.

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: Pair of semis: Two entrance halls, lounge, dining-room, kitchen, five bedrooms, two bathrooms and two toilets.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25 (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 19th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1864/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Rueshean Elizabeth Johnson**

The following property will be sold in execution by public auction held at Mitchells Plain Court-house, to the highest bidder on 27 September 1994 at 09:00:

Unit comprising Section 16 and its undivided share in the common property in the Turfhall Mansions Sectional Title Scheme, in extent 52 (fifty-two) square metres, held by Certificate of Registered Sectional Title ST271/90, situated at 16 Turfhall Mansions, Strandfontein Village.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25 (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6916/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Pieter Barendse van den Heever and Melodie Brechtje Bronkhorst**

The following property will be sold in execution by public auction held at 3 Fisant Close, Kraaifontein, to the highest bidder on 30 September 1994 at 10:00:

Erf 13587, Kraaifontein, in the Municipality of Kraaifontein, Cape Division, in extent 308 (three hundred and eight) square metres, held by Deed of Transfer T70805/93, situated at 3 Fisant Close, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, two bedrooms and bathroom/toilet/shower.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25 (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 16th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 20/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BREDASDORP HELD AT BREDASDORP**

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Rodney Graeme Europa, and Joadrian Una Europa**

The following property will be sold in execution by public auction held at 88 Villiers Street, Bredasdorp, to the highest bidder on 30 September 1994 at 11:00:

Erf 362, Bredasdorp, in the Municipality and Division of Bredasdorp, in extent 714 (seven hundred and fourteen) square metres, held by Deed of Transfer T73001/91, situated at 88 Villiers Street, Bredasdorp.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of entrance hall, kitchen/lounge/dining-room, laundry, three bedrooms, bathroom, toilet, shower and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 5th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 4468/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Andrew Jacobus Jansen, and Diane Yolanda Jansen**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 26 September 1994 at 09:00:

Erf 4976, Eerste River, in the Local Area of Blue Downs Division, Stellenbosch, in extent 381 (three hundred and eighty-one) square metres, held by Deed of Transfer T92778/93, situated at 9 Mayflower Place, Stratford Green, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of lounge/dining-room, kitchen, two bedrooms, and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2321/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Mogammed Shiraaz Smith, and Faieza Smith**

The following property will be sold in execution by public auction held at Mitchells Plain Court-house, to the highest bidder on 27 September 1994 at 09:00:

Erf 40657, Mitchells Plain, in the Municipality of Cape Division, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T74654/93, situated at 16 Marietjie Crescent, Morgenster.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 8198/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Quinton Granville Allies, and Dion Arthur Allies**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 26 September 1994 at 14:00:

Erf 17351, Bellville in the Local Area of Belhar, Cape Division, in extent 500 (five hundred) square metres, held by Deed of Transfer T90456/93, situated at 14 Bigonia Road, Belhar.

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 and outbuilding detached garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 18458/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **Saambou Bank Beperk**, Eiser, en **Petrus Johannes van der Berg**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 28 Junie 1994, sal die ondergemelde eiendom verkoop word op 30 September 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, 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 106, Algoa Park, in die munisipaliteit en afdeling Port Elizabeth, groot 583 (vyfhonderd drie-en-tagtig) vierkante meter, gehou kragtens Transportakte T46858/92, ook bekend as Standstedstraat 7, Algoa Park, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom enkelverdiepingbaksteenwoonhuis met sinkplaatdak, sitkamer, ingeboude kroeg, kombuis, drie slaapkamers en badkamer is.

Geteken te Port Elizabeth op hierdie 16de dag van Augustus 1994.

Stulding Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. HB de Jager/em.)

Saak 1085/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **ABSA Bank**, handelende as Allied Bank, Eiser, en **Amanda Julia Wilson**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 17 Februarie 1994, sal die ondergemelde eiendom verkoop word op 30 September 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, 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-Suid:

Sekere: Deel 15, soos aangetoon en volledig beskryf op Deelplan SS 132/1983, in die skema bekend as Rydal ten opsigte van die grond en gebou of geboue geleë te Sentraal, Port Elizabeth, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 111 (eenhonderd-en-elf) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangenomde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST 6268/93, ook bekend as woonstel 8, Rydal, Newingtonweg 19, Sentraal, Port Elizabeth.

Deel 12, soos aangetoon en volledig beskryf op Deelplan SS 132/1983 in die skema bekend as Rydal ten opsigte van die grond en gebou of geboue geleë te Sentraal, Port Elizabeth, van welke deel die vloeroppervlakte volgens die voormelde deelplan 30 (dertig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST 132/1983 (12) (eenheid).

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n baksteenwooneenheid met asbesdak, sit/eetkamer, portaal, kombuis, twee slaapkamers, badkamer, aparte wasbak en balkon is en buitegeboue bestaande uit 'n dubbel-motorhuis.

Geteken te Port Elizabeth op hierdie 23ste dag van Augustus 1994.

Stulding Delpont Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth. (Verw. H. B. de Jager/em.)

Case 17577/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETHIn die saak tussen **ABSA Bank**, handelende as Trust Bank, Eiser, en **Jeremy Andrew Heesom**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 17 Junie 1994, sal die ondergemelde eiendom verkoop word op 30 September 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, 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-Suid:

Erf 62, Theescombe, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 1,9871 (een komma nege agt sewe een) vierkante meter, gehou kragtens Transportakte T26724/88, ook bekend as Venterlaan 5, Theescombe, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom enkelverdiepingbaksteenwoonhuis met asbesdak, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, portaal, familiekamer en enkelgarage is.

Geteken te Port Elizabeth op hierdie 18de dag van Augustus 1994.

H. B. de Jager, vir Stulding Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. HB de Jager/em.)

Case 6988/94

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 L. Arendse**, First Defendant, and **Mrs M. Arendse**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 26 September 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf: 2244 (portion of Erf 114), Eerste River, 371 (three hundred and seventy-one) square metres, held by Deed of Transfer T78637/1993, situated at 130 Stratford Road, High Places, Eerste River, 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 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 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 46725/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr M. C. Tajoodien**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 28 September 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 110022, Cape Town at Athlone, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T50148/90, situated at 26 Cissy Gool Avenue, Hatton Estate, Athlone, vacant land.

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

2. 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, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 2784/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S A Limited**, Plaintiff, and **Mogamat Sedick Dewajee**, Defendant

In execution of the judgment of the Magistrate's Court for the District of Mitchells Plain in the above matter, a sale will be held in front of the Mitchells Plain Court-house, Alpha Street, Eastridge, Mitchells Plain, on 26 September 1994 at 10:00, of the following property;

Erf 1900, Weltevreden Valley, in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent three hundred and sixty-six (366) square metres, held under Deed of Transfer T49050/1993.

The property consists of a single brick dwelling under asbestos roof comprising two bedrooms, lounge, kitchen, bathroom and toilet.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Messenger of the Court, Mitchells Plain.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Case 3404/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr P. A. Louw**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Paarl, the following will be sold in execution on 26 September 1994 at 10:00, in front of the Magistrate's Court for the District of Paarl, to the highest bidder:

Erf 4164, Paarl, 2228 (two thousand two hundred and twenty-eight) square metres, held by Deed of Transfer T1393, situated at 9 Joubert Street, Paarl, hall, lounge, dining-room, family room, playroom, kitchen, four bedrooms, two bathrooms/w.c., three garages, flat and swimming-pool.

1. The property shall be sold without reserve and to the highest bidder, and 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 16,25% (sixteen 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, Paarl.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 1236/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Allwear Limited**, Eiser, en **N. O. H. Setidisho**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 22 Oktober 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor te Hartswater, op Vrydag, 30 September 1994 om 10:00:

Sekere Perseel 728, gedeelte van Perseel 167, Vaalharts-nedersetting A, geleë in die afdeling Vryburg, groot 29,3389 hektaar, gehou kragtens Akte van Transport T1165/1992.

Tien persent (10%) van die koopprijs met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en die afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Hartswater en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 767/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Fariel Salie**, Eiser, en **Haroon Abdul Hack Cajee** en **Ismail Cassim Desai**, Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof gedateer 5 April 1994, en 'n lasbrief vir eksekusie wat daarna uitgereik is, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 14 Oktober 1994 om 10:00, by die hoofingang van die Landdroskantoor, Yorkstraat, George:

Beskrywing: Erf 14669, George, in die munisipaliteit en afdeling George, groot 674 (seshonderd vier-en-sewentig) vierkante meter.

Adres: Parkstraat 36, Lavalia, George.

Verbeterings: Onverbeterd - leë erf.

1. Die verkoping is onderhewig aan die bepalings en voorskrifte van die Landdroshofwet en die reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

1.1 Die koper sal 'n deposito van 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping en die balans op datum van registrasie van transport en sal 'n bank- of bougenootskapwaarborg aan die Geregsbode voorsien binne 14 dae na die datum van die verkoping, wat deur die Eiser se prokureurs goedgekeur moet word.

1.2 Die koper sal verantwoordelik wees vir betaling van rente teen die koers tans gevra deur die Eiser op lenings ekwivalent aan die koopprijs vanaf die datum van verkoping tot die datum van transport, onderhewig aan die Eiser se reg in terme van die verband om die rentekoers te verhoog.

1.3 Die oordrag sal waargeneem word deur die prokureurs vir die Eiser en die koper sal verantwoordelik wees vir betaling van alle koste van transport registrasie insluitende hereregte, belasting en enige ander koste wat van toepassing sal wees om registrasie van transport te bewerkstellig, asook die toepaslike Belasting op Toegevoegde Waarde ooreenkomstig Wet No. 8 van 1991, soos gewysig.

1.4 Die volledige verkoopvoorwaardes is beskikbaar by die Geregsbode, Wellingtonstraat, George, en by die Klerk van die Hof, Landdroskantore, George, waar dit onder bovermelde saaknommer geliasseer is asook by G. W. van Niekerk, Stadco-gebou, Yorkstraat 126, George.

Gedateer te George hierdie 25ste dag van Augustus 1994.

G. W. van Niekerk, Stadco-gebou, Yorkstraat 126, George. [Tel. (0441) 74-1937.] [Faks. (0441) 73-4937.]

Case 962/94

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

In the matter between **King William's Town Municipality**, Plaintiff, and **P. A. Loni**, Defendant

In pursuance of a judgment in the above Honourable Court of 6 June 1994, and a writ of execution dated 7 June 1994, the following immovable property will be sold in execution on 28 September 1994 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 4033, King William's Town, Municipality and Division of King William's Town, in extent 846 (eight hundred and forty-six) square metres, being 46 Swallow Drive, King William's Town, held by Deed of Transfer T2478/1993.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 19th day of August 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 2445/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **A. D. Carlese**, First Defendant, and **Mrs J. Carelse**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, the following will be sold in execution on 29 September 1994 at 10:00, in front of the Magistrate's Court for the District of Malmesbury to the highest bidder:

Erf 5136 (portion of Erf 2742), 550 (five hundred and fifty) square metres, held by Deed of Transfer T71536/93, situated at 17 Middleburg Street, Atlantis, Wesfleur, consist of lounge, kitchen, three bedrooms, 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 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 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, Malmesbury.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 6474/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **M. E. Daniels**, First Defendant, and **Mrs J. Daniels**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 26 September 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 1980, Kleinvlei, 480 (four hundred and eighty) square metres, held by Deed of Transfer T47673/87, situated at 9 Orion Street, Kleinvlei, Eerste River, consist of 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 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 879/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **M. C. Tajoodien**, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 28 September 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 110021, Athlone, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T53653/87, situated at 28 Cissy Gool Avenue, Athlone.

Brick dwelling under tiled roof, lounge, kitchen, four bedrooms, bathroom/w.c. and garage.

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

2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 10574/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Derek Steven Forbes**, and **Juliet Bronwen Forbes**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Mitchells Plain, on Tuesday, 27 September 1994 at 10:00:

Erf 40945, Mitchells Plain, Cape Division, in extent 242 (two hundred and forty-two) square metres, held by Deed of Transfer T23915/88, and situated at 36 Estelle Crescent, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain-North.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 18% (eighteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 12th 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 W14308.)

Case 18171/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Elmien Uys**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 4 October 1994 at 10:30:

Erf 15468, Bellville, in the Municipality of Bellville, Cape Division, in extent 1 103 (one thousand one hundred and three) square metres, also known as 13 Infantry Street, Doordekraal, Bellville.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, dining-room, family-room, kitchen, four bedrooms, two bathrooms and double garage.

Payment: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed-checque 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

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

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, 38 Wale Street Chambers, Wale Street, Cape Town.

Case 7724/93

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

In the matter between **Natal Building Society**, Plaintiff, and **J. F. Havenga**, First Defendant, and **J. A. M. Havenga**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Bellville, and writ of execution dated 3 April 1993, the property listed hereunder will be sold in execution on 22 September 1994 at 11:00, at 1 Collen Street, Parow, to the highest bidder:

Certain Erf 4281, Parow, in the Municipality of Parow Division, known as 1 Collen Street, Parow, in extent 634 (six hundred and thirty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners, for Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N189.)

Case 17656/93

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

In the matter between **Eastern Province Building Society** which converted to Fidelity Bank Limited (No. 94/00929/06), on 15 February 1994 in terms of the Mutual Banks Act No. 124/93., Plaintiff, and **Ravell John Crowster**, First Defendant, and **Juanita Vivienne Crowster**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 141 Fourth Avenue, Grassy Park, on Tuesday, 27 September 1994 at 11:00, namely:

Erf 693, in the local area of Grassy Park, Cape Division, in extent 676 (six hundred and seventy-six) square metres, held by Deed of Transfer T61232/1991, commonly known as 141 Fourth Avenue, Grassy Park, which property is said, without warranty as to the correctness thereof, to comprise of: Single dwelling, brick walls under tiled roof consisting of four bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth $\frac{1}{10}$ of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: One single dwelling, brick walls under tiled roof consisting of four bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

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

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 21030.)

Case 7453/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited, versus Christopher Ndumiso Ndunyana

The property: All right, title and interest in respect of the leasehold of Erf 3082, Guguletu, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of The Cape, in extent 332 (three hundred and thirty-two) square metres, situated at NY 42, 13 Guguletu.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen, outside bathroom and toilet.

Date of sale: 28 September 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank-guaranteed cheque on the date 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, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 18524/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited, versus Nozikhumbuzo Wilsonia Mngxuma

The property: All right, title and interest in the leasehold in respect of Erf 6148, Guguletu, in the area of Ikapa Town Council, Administrative District of The Cape, in extent 269 (two hundred and sixty-nine) square metres, situated at NY 47, 6 Guguletu.

Improvements (not guaranteed): Single concrete dwelling, asbestos sheeting roof, two bedrooms, kitchen, lounge, outside toilet and bedroom/toilet extension (incompleted).

Date of sale: 28 September 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per 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, Mitchells Plain North.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 69514/92

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

In the matter between **M. R. Engelgrecht**, Judgment Creditor, and **I Cupido**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 3 May 1993, and warrant of execution dated 24 May 1994, the following will be sold in execution on Thursday, 29 September 1994 at 10:00, at the Court-house being:

Certain land situated at Grassy Park, in the City of Cape Town, Cape Division, being Erf 3003, Cape Town at Grassy Park, measuring 469 (four hundred and sixty-nine) square metres, held under Deed of Transfer T19967/1979, also known as 276 Third Avenue, Lotus River.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: One single dwelling, brick walls under a tiled roof, consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

3. Payment:

3.1 10% (ten per centum) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed-cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 22% (twenty-two per centum) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

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

Silberbauers, for E. D. Wille, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. M00397/102920/Mrs Kruger.)

Case 30236/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Hilton Terence Meyer**, and **Karenza Carol Ruth Meyer**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg on Wednesday, 28 September 1994 at 10:00:

Erf 10440, portion of Erf 1213, Grassy Park, in the Local Area of Grassy Park, in extent 373 (three hundred and seventy-three) square metres, held by Deed of Transfer T39183/89, and situated at 13 Murtz Close, Grassy Park, 7945.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this the 17th 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 Z20088.)

Case 44679/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Hieronimus Oppelt** and **Delia Monica Oppelt**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 28 September 1994 at 10:00.

Erf 5022, Grassy Park at Grassy Park, in the Local Area of Grassy Park, in extent 467 (four hundred and sixty-seven) square metres, held by Deed of Transfer T18447/78, and situated at 225 Sixth Avenue, Grassy Park, 7945.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 17th 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 Z22440.)

Case 6687/92

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **D. S. Muller**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 9 September 1992, and in pursuance of an attachment in execution dated 12 November 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 22 September 1994 at 11:00, of the following immovable property situated at 51 Volstruis Street, Rosedal, Uitenhage:

Zoned: Residential, being Erf 9832, Uitenhage, in the Municipality and Division of Uitenhage, in extent 325 square metres, held by Denver Shaun Muller, under Deed of Transfer T27979/90 and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached dwelling under asbestos with lounge, kitchen, two bedrooms and two bathrooms.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (Auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 18th day of August 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 27164/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Standard Bank Beperk**, Eiser, en **V. A. Barnes**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 23 Augustus 1993, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 28 September 1994 om 12:00, op die perseel te Cliveweg 59, Crawford, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 42451, Kaapstad, in die munisipaliteit Kaapstad, afdeling Kaap, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T58070/1990, ook bekend as Cliveweg 59, Crawford.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 162, Wynberg, en Tel. No. 761-2116 en 761-3430.

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

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 66/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **D. Bezuidenhout**, Defendant

In execution of a judgment granted in the above Court on 27 June 1994, the following property will be sold by public auction at the Magistrate's Court, Adelaide, on 30 September 1994 at 10:00:

The right, title and interest in the leasehold in respect of Erf 145, Adelaide, in the Municipality and Division of Adelaide, in extent 977 square metres, held under Deed of Transfer T61143/1988.

The property consists of a house with two bedrooms, sitting room, kitchen, bathroom, dining-room, garage and carport.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any ervitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a 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 furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the Attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown, 6140.

Case 2842/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Dawud Achmad Amlay** and **Nazlie Pauline Amlay**

The following property will be sold in execution by public auction held at Mitchells Plain, Court-house, to the highest bidder on 27 September 1994 at 09:00:

Erf 40884, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 279 (two hundred and seventy-nine) square metres, held by Deed of Transfer T60392/92, situated at 43 Marianna Crescent, Morgenster, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the office of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 12944/93

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, Plaintiff, and **Hermanus Silver**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the premises on 5 October 1994 at 10:45:

Erf 78, Kuils River, in the Municipality of Kuils River, Division Stellenbosch, in extent 1 060 square metres, also known as 10 Perold Street, Kuils River.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms, laundry, toilet and servans' rooms.

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 16th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 17097/94

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Fatima Khan**, Defendant

The following property will be sold in execution by public auction held at 88 Ninth Street, Kensington, to the highest bidder on Thursday, 22 September 1994 at 12:30:

Remainder Erf 22146, Cape Town, at Maitland in the City of Cape Town, Cape Division, in extent 495 square metres, held by Deed of Transfer T7138/74, situated at 88 Ninth Street, Kensington.

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 at Mandatum Building, Barrack Street, Cape Town.

2. The following information is furnished but not guaranteed: A single detached house under a tiled roof comprising of two rooms, lounge, kitchen, pantry, bathroom/w.c. and outside room.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 12th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 17097/94

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Fatima Khan**, Defendant

The following property will be sold in execution by public auction held at 32 Third Street, Maitland, to the highest bidder on Thursday, 22 September 1994 at 11:30:

Erf 22918, Cape Town, at Maitland in the City of Cape Town, Cape Division, in extent 396 square metres, held by Deed of Transfer T7138/74, situated at 32 Third Street, Maitland.

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 at Mandatum Building, Barrack Street, Cape Town.

2. The following information is furnished but not guaranteed: A single detached house under a tiled roof comprising of four rooms, lounge, kitchen, two bathrooms and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 12th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6536/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Rachelle Roos**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 4 October 1994 at 09:00:

Erf 29617, Bellville, in the Municipality of Bellville, Cape Division, in extent 697 square metres, also known as 44 Kanonberg Street, Hillside, Bellville.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, kitchen, lounge, dining-room, two bathrooms and double garage.

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 16th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 49367/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

Nedcor Bank Limited versus Sindezama David Tapuko, married in community of property to Doreen Lumka Nosango Tapuko

The property: All right, title and interest in the leasehold in respect of Erf 5033, Khayelitsha, situated in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 179 square metres, situated at J 160 Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under asbestos sheeting roof consisting of approximately bedroom, kitchen, bathroom/toilet and handbasin.

Date of sale: 30 September 1994 at 10:00.

Place of sale: Magistrate's Court, 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, Khayelitsha.

Dated at Claremont on this the 22nd day of August 1994.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 11062/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

Nedcor Bank Limited versus Mdoda Lennox Nyakaza, married in community of property to Nokwanguye Martha Nyakaza

The property: Erf 24175, Khayelitsha, in the Area of Jurisdiction of the Town Committee of Lingeletu West, Administrative District of the Cape, in extent 260 square metres, situated at 35 Pear Circle, Tembani Village, Khayalitsha.

Improvements (not guaranteed): Single dwelling built with bricks under asbestos tiled roof consisting of approximately three bedrooms, kitchen/lounge, bathroom/toilet and handbasin.

Date of sale: 30 September 1994 at 10:00.

Place of sale: Magistrate's Court, 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, Khayelitsha.

Dated at Claremont on this the 22nd day of August 1994.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 59354/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Mabel Nomzandazo Nojozi

The property: All right, title and interest in the leasehold in respect of Erf 2377, Khayelitsha, in the Area of Jurisdiction of the Cape of Good Hope, Administrative District of the Cape, in extent 180 square metres, situated at C 264 Velani Crescent, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under asbestos sheeting roof consisting of approximately bedroom, kitchen, bathroom/toilet and handbasin.

Date of sale: 30 September 1994 at 10:00.

Place of sale: Magistrate's Court, 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, Khayelitsha.

Dated at Claremont on this the 22nd day of August 1994.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 5062/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NBS Bank Limited**, Plaintiff, and **William Granville George Eliot**, Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Somerset West dated 1 December 1993 and a warrant of execution, the hereunder-mentioned property will be sold in execution on 27 September 1994 on 20 Morkel Street, Somerset West at 11:30:

Erf 8901, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, measuring 1149 (one thousand one hundred and forty-nine) square metres, or also known as 20 Morkel Street, Somerset West.

Conditions of sale:

The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per cent) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or bank-guaranteed cheque.

The improvements to the above property are as follows:

Improvements: None.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Somerset West.

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Case 13255/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Petrus Johannes Rautenbach**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 4 October 1994 at 09:45:

Erf 6426, Bellville, in the Municipality of Bellville, Division Cape, in extent 1 071 square metres, also known as 7 Goya Street, De La Haye Estate, Bellville.

Conditions:

1. *The following information is furnished, but not guaranteed:* Dwelling with lounge, kitchen, three bedrooms, two bathrooms, en suite, servant's quarters and double garage.

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 on this the 16th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 10751/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Edward Daniel Moses**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Goodwood, on 5 October 1994 at 11:00:

Erf 1879, Matroosfontein, in the Administrative District of the Cape, in extent 407 square metres, also known as 4 Maitland Road, Bishop Lavis.

Conditions:

1. *The following information is furnished, but not guaranteed:* Brick dwelling under asbestos roof with lounge, kitchen, two bedrooms and bathroom.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in 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 18th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Sixteenth Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 3234/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Edroy Errol Stander**, First Defendant, and **Tania Stander**, Second Defendant.

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 13 May 1994, the property listed hereunder, and commonly known as 44 Genoa Crescent, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday, 29 September 1994 at 09:00, to the highest bidder:

Erf 47721, Mitchells Plain, in the Municipality of Cape Town, Cape Division in extent 324 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Ball, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th 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.1681.)

Saak 616/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CLANWILLIAM GEHOU TE CLANWILLIAM

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Petrus Johannes Fryer**, Eerste Vonnisskuldenaar, en **Rachel Fryer**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Clanwilliam, in bogemelde saak, sal 'n veiling van die volgene onroerende eiendom gehou word op Dinsdag, 27 September 1994 om 10:00, te Kersboslaan 43, Clanwilliam:

Erf 1208, Clanwilliam, in die munisipaliteit Clanwilliam, afdeling Clanwilliam, groot 238 (tweehonderd agt-en-dertig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T56098/88 en geleë te Kersboslaan 43, Clanwilliam, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Sementsteenwoonhuis met asbesdak bestaande uit 'n sitkamer, twee slaapkamers, kombuis, badkamer en toilet.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die Transportakte ten opsigte van die eiendom.

2. Die volle koopprys is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige 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.

Gedateer te Paarl hierdie 18de dag van Augustus 1994.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 201/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Limited versus Fezidinga Gladwell Nqabeni

In pursuance of a judgment dated 10 March 1993, 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 425, kwaMagxaki, situated in the kwaMagxaki Development Area, Administrative District of Uitenhage, in extent 364 (three hundred and sixty-four) square metres, situated at 165 Cetu Street, kwaMagxaki, 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 building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, AA Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (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: 15 August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 15531/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Saverio Polera**, Defendant

In the above matter a sale will be held on Friday, 23 September 1994 at 12:30, at the site of 16 Jim Fouche Road, Platteklouf, Parow, being:

Erf 2446, Parow, in the Municipality of Parow, Cape Division, measuring 1 547 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising five bedrooms, four bathrooms, kitchen, dining-room, lounge, family room, two studies, double garage, swimming-pool, servants' quarters, laundry, two outlet rooms.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 20397/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mrs Sharon Elizabeth Welgemoed**

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, 40 Hartebees Street, Goedemoed, Durbanville, on Friday, 23 September 1994 at 09:15:

Erf 4984, Durbanville, in the Municipality of Durbanville, in extent 1 344 (one thousand three hundred and forty-four) square metres, held by Deed of Transfer T58806/92 and situated at 40 Hartebees Street, Goedemoed, Durbanville.

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, two bedrooms, two bathrooms 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 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 Bellville on the 3rd 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 Z20817.)

Case 5799/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Johannes Jacobus Loubser** and **Catharina Maria Loubser**

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, 28 Sixth Avenue, Kraaifontein, on Friday, 23 September 1994 at 11:30:

Erf 2339, Kraaifontein, in the Municipality of Kraaifontein, in extent 827 (eight hundred and twenty-seven) square metres, held by Deed of Transfer T32497/72 and situated at 28 Sixth Avenue, Kraaifontein.

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, servant's w.c. and 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 4 August 1994.

G. Visser, for Malan Laàs & Scholtz, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z26430.)

Case 6996/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Eric Etienne Fortuin**, First Defendant, and **Joseline Bernadine Fortuin**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 22 July 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 28 September 1994 at 11:30:

Erf 3879, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 300 (three hundred) square metres, held by Deed of Transfer T63041/93, comprising of lounge, three bedrooms, bathroom, toilet and kitchen.

And known as 18 Schooner Street, The Vines, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amounts is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 11th day of August 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 1876/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Louis Martin Peter Lightfoot**, Eerste Verweerder, en **Reina Johanna Marianne Lightfoot**, Tweede Verweerder

Ten uitvoerlegging van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en lasbrief vir uitwinning gedateer 6 September 1993, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, Vrydag, 23 September 1994 om 10:30, aan die hoogste bieder:

Erf 849, Humansdorp, geleë in munisipaliteit en afdeling Humansdorp, groot 631 (seshonderd een-en-dertig) vierkante meter, gehou kragtens Transportakte T61481/92, ook bekend as Mat Mellvillesingel 63, Humansdorp.

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

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskapleningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 17de dag van Augustus 1994.

J. C. Visser, vir J. C. Visser & Kie., p.a. Hoofstraat 76, Humansdorp.

Case 5429/93

IN THE SUPREME COURT OF SOUTH AFRICA (Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Moegamat Shafiek Safodien**, First Defendant, and **Hazel Safodien**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court in the above matter dated 9 June 1993, the following property shall be sold in execution by public auction on 29 September 1994 at 11:30, at 8 Milner Court, Milner Road, Maitland:

A unit comprising of:

(a) Section 8, as shown and more fully described on Sectional Plan SS224/91, in the scheme known as Milner Court, in respect of the land and building or buildings situated at Maitland, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is 66 (sixty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and held by virtue of Deed of Transfer ST6437/92.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Supreme Court, Cape Town.

Date: 26 August 1994.

Bisset Boehmke & McBlain, Attorneys for the Plaintiff, 13th Floor, Cartwrights's Corner House, 19 Adderley Street, Cape Town. (Ref. S. V. Shapiro/M56766/ros.)

Case 232/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Municipality of Port Alfred**, Plaintiff, and **Steven K Properties (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 June 1994, and subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 11:00, at the offices of the Magistrate, Magistrate's Court, Pascoe Lane, Port Alfred, namely:

Erf 125, in the Municipality of Port Alfred, Division of Bathurst, in extent 1 571 (one thousand five hundred and seventy-one) square metres, held under Deed of Transfer T40367/87 (a dwelling-house situated at 13 Stocks Avenue, Port Alfred).

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain inter alia the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on this the 22nd day of August 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/MF0132.)

Case 314/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Municipality of Port Alfred**, Plaintiff, and **Steven K Properties (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 10 August 1990, and subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 11:00, at the offices of the Magistrate, Magistrate's Court, Pascoe Lane, Port Alfred, namely:

Erf 125, in the Municipality of Port Alfred, Division of Bathurst, in extent 1 571 (one thousand five hundred and seventy-one) square metres, held under Deed of Transfer T40367/87 (a dwelling-house situated at 13 Stocks Avenue, Port Alfred).

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain interalia the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on this the 22nd day of August 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/P00010.)

Case 102/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Municipality of Port Alfred**, Plaintiff, and **T J Coombs Investments (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 6 May 1991, and subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 11:00, at the offices of the Magistrate, Magistrate's Court, Pascoe Lane, Port Alfred, namely:

Erf 1035, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 68-69 Albany Road, Port Alfred.

Erf 1036, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 66-67 Albany Road, Port Alfred.

Erf 1037, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 64-65 Albany Road, Port Alfred.

All held under Deed of Transfer T44313/1982.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain interalia the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on this the 22nd day of August 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/P00085.)

Case 300/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Municipality of Port Alfred**, Plaintiff, and **T J Coombs Investments (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 27 July 1990, and subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 11:00, at the offices of the Magistrate, Magistrate's Court, Pascoe Lane, Port Alfred, namely:

Erf 1035, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 68-69 Albany Road, Port Alfred.

Erf 1036, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 66-67 Albany Road, Port Alfred.

Erf 1037, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 64-65 Albany Road, Port Alfred.

All held under Deed of Transfer T44313/1982.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain interalia the following provisions:

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

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

Dated at Port Alfred on this the 22nd day of August 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/P00015.)

Case 235/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED**

In the matter between **Municipality of Port Alfred**, Plaintiff, and **T J Coombs Investments (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 June 1994, and subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 11:00, at the offices of the Magistrate, Magistrate's Court, Pascoe Lane, Port Alfred, namely:

Erf 1035, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 68-69 Albany Road, Port Alfred.

Erf 1036, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 66-67 Albany Road, Port Alfred.

Erf 1037, in the Municipality of Port Alfred, Division of Bathurst, measuring 2 231 (two thousand two hundred and thirty-one) square metres, situated at 64-65 Albany Road, Port Alfred.

All held under Deed of Transfer T44313/1982.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain inter alia the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on this the 22nd day of August 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/MF0129.)

Case 312/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED**

In the matter between **Municipality of Port Alfred**, Plaintiff, and **Herlou Projekte (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 10 August 1990, and subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 11:00, at the offices of the Magistrate, Magistrate's Court, Pascoe Lane, Port Alfred, namely:

Erf 403, in the Municipality of Port Alfred, Division of Bathurst, in extent 2 141 (two thousand one hundred and forty-one) square metres, held under Deed of Transfer T6864/1987, also known as Captain's Carvery, 14 Wesley Hill, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain inter alia the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on this the 22nd day of August 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/P00009.)

Case 301/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED**

In the matter between **Municipality of Port Alfred**, Plaintiff, and **Herlou Projekte (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 27 July 1990, and subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 11:00, at the offices of the Magistrate, Magistrate's Court, Pascoe Lane, Port Alfred, namely:

Erf 493, in the Municipality of Port Alfred, Division of Bathurst, in extent 2 141 (two thousand one hundred and forty-one) square metres, held under Deed of Transfer T6864/1987, also known as Captain's Carvery, 14 Wesley Hill, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain *inter alia* the following provisions:

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

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

Dated at Port Alfred on this the 22nd day of August 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/P00014.)

Case 233/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Municipality of Port Alfred**, Plaintiff, and **Herlou Projekte (Pty) Ltd**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 June 1994, and subsequent warrant of execution the following property will be sold in execution on 23 September 1994 at 11:00, at the offices of the Magistrate, Magistrate's Court, Pascoe Lane, Port Alfred, namely:

Erf 403, in the Municipality of Port Alfred, Division of Bathurst, in extent 2 141 (two thousand one hundred and forty-one) square metres, held under Deed of Transfer T6864/1987, also known as Captain's Carvery, 14 Wesley Hill, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Alfred on this the 22nd day of August 1994.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170, P.O. Box 76, Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. N. Stotter/MF0130.)

Saak 16451/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Leser George Germishuys**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 29 Julie 1994, sal die ondergemelde eiendom verkoop word op 30 September 1994 om 14:15 by die Nuwe Geregshof, 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 van die Landdroshof, Port Elizabeth-Suid:

Erf 3440, Hunters Retreat, in die munisipaliteit en afdeling Port Elizabeth, groot 646 vierkante meter, ook bekend as Birkenheadsingel 54, Sherwood, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 24ste dag van Augustus 1994.

V. D. M. Swart, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z20838.)

Saak 20834/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Jan Andries Harm du Plessis**, Verweerder, en **Antoniet Marie du Plessis**, Tweede Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik van Port Elizabeth en 'n eksekusie lasbrief gedateer 29 Julie 1994 sal die ondergemelde eiendom verkoop word op 30 September 1994 om 14:15 by die Nuwe Geregsbode, 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 van die Landdroshof, Port Elizabeth-Suid.

Erf 2574, Fairview, in die Munisipaliteit en Afdeling van Port Elizabeth, groot 212 vierkante meter, ook bekend as Fern Glade 23, Overbaakens, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 24ste dag van Augustus 1994.

V. D. M. Swart, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z19036.)

Case 3/94

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

ABSA Bank Limited, trading as United Bank *versus* **Rodney Deon Wiid**, and **Alison Jean Wiid**

The following property will be sold in execution at the site of the property, 53 Sycamore Crescent, Silverglades, Fish Hoek, Western Cape, on Wednesday, 5 October 1994 at 11:00, to the highest bidder:

Erf 16162, Fish Hoek, in extent 405 square metres, held by T30314A93, situated at 53 Sycamore Crescent, Silverglades, Fish Hoek, 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 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. D3U0720/104183/gl.)

Case 8540/93

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

ABSA Bank Limited, trading as United Bank *versus* **William Adriaanse**, and **Dina Adriaanse** and **Henry Adriaan Adriaanse**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Tuesday, 27 September 1994 at 10:00, to the highest bidder:

Erf 17000, Paarl, in extent 358 square metres, held by T44649/93, situated at 50 Mozart Street, Paarl, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D3U0620/104106/gl.)

Case 1558/90

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

ABSA Bank Limited, trading as United Bank *versus* **Ismail Adams**, and **Nakieba Adams**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 4 October 1994 at 10:00, to the highest bidder:

Erf 7164, Mitchells Plain, in extent 176 square metres, held by T2953/89, situated at 11 Stable Road, 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 15,75% (fifteen comma seven 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. D0U0092/106438/gl.)

Case 46084/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNNBERG

ABSA Bank Limited, trading as United Bank *versus* **James Stevens**, and **Hester Maria Stevens**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 4 October 1994 at 10:00, to the highest bidder:

Erf 1301, Michells Plain, in extent 402 square metres, held by T73432/90, situated at 25 Shire Close, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room/kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank 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. D1U1115/102199/gl.)

Case 1348/93

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

ABSA Bank Limited, trading as United Bank *versus* **Rudolf Vermeulen**, and **Francis Catherine Vermeulen**

The following property will be sold in execution at the site of the property, 1 St Luke Street, Ceres, Western Cape, on Thursday, 29 September 1994 at 10:00, to the highest bidder:

Erf 2178, Ceres, in extent 877 square metres, held by T8760/1978, situated at 1 St Luke Street, Ceres, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, four bedrooms, bathroom/shower/toilet and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 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. D3U0631/104113/gl.)

Case 20093/90

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

ABSA Bank Limited, trading as United Bank *versus* **Glenn Philip Clarence** and **Maria Marisha Clarence**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 28 September 1994 at 10:00, to the highest bidder:

Erf 8881, Grassy Park at Lotus River, in extent 469 square metres, held by T48629/1989, situated at 50 Brookford Road, Grassy Park, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet, shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The 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. D0U1138/100117/gl.)

Case 6108/1992

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

ABSA Bank Limited, trading as United Bank *versus* **Palanivelu Moodley**, and **Sivaruthnum Moodley**

The following property will be sold in execution at the site of the property, 7 Bornite Road, Athlone, Western Cape, on Wednesday, 5 October 1994 at 14:00, to the highest bidder:

Erf 41085, Cape Town at Athlone, in extent 625 square metres, held by T73747/1989, situated at 7 Bornite Road, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Entrance, lounge/dining-room, kitchen, four bedrooms, dressing room, bathroom/shower/toilet and shower/toilet. 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 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. D2U0218/104411/gl.)

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

ABSA Bank Limited, trading as United Bank *versus* **Simon James Olivier**, and **Avril Rosetta Charmaine Olivier**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 28 September 1994 at 10:00, to the highest bidder:

Remainder Erf 904, Grassy Park, in extent 546 square metres, held by T69776/1991, situated at 63 Perth Road, Grassy Park, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, pantry, four bedrooms, bathroom/shower and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 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. D3U0218/103706/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Neill Griffin Bougaardt** and **Lesley Deidre Bougaardt**

The following property will be sold in execution at the site of the property, 19 Highbury Road, Kuils River, Western Cape, on Wednesday, 28 September 1994 at 10:00, to the highest bidder:

Erf 8255, Kuils River, in extent 400 square metres, held by T49605/1988, situated at 19 Highbury Road, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room/kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0487/102772/gl.)

IN DIE LANDDROSHOF VIR DIE DISTRIK GRAAFF-REINET GEHOU TE GRAAFF-REINET

In die saak tussen **Boland Bank Bepers**, Eksekusieskuldeiser, en **C. J. Erasmus**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 April 1993, sal die hiernagemelde vaste eiendom geregtelik verkoop word op 23 September 1994 om 10:00, voor die Landdroskantoor, Kerkstraat, Graaff-Reinet, onderworpe aan die hiernagemelde voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling uitgelees sal word:

Eiendomsbeskrywing: Erf 1076, geleë te Ziervogelstraat 44, in die munisipaliteit en afdeling Graaff-Reinet, groot 8,565 hektaar, bestaande uit 'n woonhuis en buitegeboue.

Voorwaardes:

1. Die eiendom sal deur die Balju te Somersetstraat, Graaff-Reinet, aan die hoogste bieder sonder 'n reserweprys verkoop word.

2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik op die sluiting van die koopvooreenkomst betaal. Die saldo tesame met rente op die volle koopprys, is betaalbaar teen transport verseker te word deur 'n bank- of bougenootskap of ander aanneembare waarborg en moet verstrek word aan die oordraggewende prokureurs binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper moet afslaaersgelde op die dag van die verkoping betaal asook transportkoste, hereregte en belasting op toegevoegde waarde, agterstallige belastinge en heffings, water-en-elektrisiteitsrekeninge en ander noodsaaklike koste om die transport te bewerkstellig.

4. Die eiendom word voetstoots en sonder enige waarborg of voorstelling verkoop, onderhewig aan die serwitute en voorwaardes in die transportakte vermeld.

Gedateer te Graaff-Reinet op hierdie 25ste dag van Augustus 1994.

V. Dercksen & Vennote, Prokureurs vir Eksekusieskuldeiser, Kerkstraat 14, Graaff-Reinet. (Verw. D. J. Dercksen.)

Saak 11767/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mnr. Gert Hendrik Stoltz**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 14 Junie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 29 September 1994 om 11:45, op die perseel te Erf 22286, Parow, Claredonhof 3, Springbokstraat, Parowvallei, 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 22286, 'n gedeelte van Erf 10337, Parow, in die munisipaliteit Parow, afdeling Kaap, groot 114 vierkante meter, gehou kragtens Transportakte T12125/94.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n woonstel met sinkdak, twee slaapkamers, kombuis, sitkamer, toilet en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- 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, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326).

Datum: 16 Augustus 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2029).

Case 779/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Panayiotis Kallides**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, dated 12 January 1994, the following property will be sold on the Wednesday, 28 September 1994 at 10:20, at the office of the Sheriff, Messenger's Warehouse, Raude Weir Building, Eales Street, King William's Town, to the highest bidder:

Erf 2861, King William's Town (King William's Town Extension 19), Municipality and Division of King William's Town, in extent one thousand and seventy-one (1 071) square metres, held by Deed of Transfer T1046/1991.

Conditions of sale:

1. The purchaser of the property shall pay 10% (ten per cent) of the purchase price on signature of the conditions of sale and the balance, together with interest, against transfer. The said amount is to be secured by an approved bank or building society guarantee which is to be furnished within 14 (fourteen) days of the date of sale.

2. The property will be sold voetstoots and subject to the terms of the rules of the Magistrate's Court and subject to all servitudes and conditions specified in the respective deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Execution Creditor's attorneys and will be read out by the auctioneer immediately before the sale of the said property.

B. H. von der Decken, for I. C. Clark Inc., Plaintiff's Attorneys, First Floor, Allied Building, 30 Taylor Street, King William's Town. (Ref. BHVDD/jj/VN103.)

Case 331/94

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

In the matter between **Nolans Flooring & Decor**, Execution Creditor, and **I. Slarmie**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Simon's Town, and writ of execution dated 7 April 1994, the following property will be sold in execution on Wednesday, 5 October 1994 at 12:00, to the highest bidder at 39 Adonis Way, Ocean View:

Certain: Erf 1949, Ocean View, in the Municipality of Ocean View, measuring 386 (three hundred and eighty-six) square metres, held by Deed of Transfer T44506/1991, also known as 39 Adonis Way, Ocean View, consisting of: *Upstairs:* Two bedrooms, lounge, kitchen and bathroom/toilet. *Downstairs:* Kitchen, two bedrooms and shower/toilet.

Conditions of sale:

1. The sale shall be subject to the terms and condition of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. **Payment:** Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 15,5% (fifteen comma five per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. **Conditions:** The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Wynberg this 22nd day of August 1994.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

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

In the matter between **K.W.T. Municipality**, Plaintiff, and **P. G. Vass**, Defendant

In pursuance of a judgment in the above Honourable Court of 25 July 1994, and writ of execution dated 20 July 1994, the following immovable property will be sold in execution on 28 September 1994 at 10:30, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 64, King William's Town, Municipality and Division of King William's Town, in extent 496 (four hundred and ninety-six) square metres, being 29 Central Street, Schornville, King William's Town, held by Deed of Transfer T81/1981.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 25th day of August 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Saak 1919/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen **Kilotreads (Pty) Ltd**, Vonnisskuldeiser, en **Peter Pitso Motale**, Vonnisskuldenaar

Ingevolge 'n uitspraak in die Landdroshof Mitchells Plain, en 'n lasbrief vir eksekusie, sal die volgende eiendom geregtelik verkoop word op Woensdag, 5 Oktober 1994 om 10:00, aan die hoogste bieder voor die Landdroshofgebou te Mitchells Plain:

Erf 3897, Guguletu, groot 799 (sewehonderd nege-en-negentig) vierkante meter, gehou kragtens TL30116/1990, ook bekend as hoek van NY7 en NY12, Guguletu, Kaap.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en van die titelbewyse van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling:* 10% (tien persent) van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 22% (twee-en-twintig persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingsdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n bank of bouvereniging gesekureer moet word en binne 14 dae van die veilingsdatum ingedien moet word.

3. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Claremont hierdie 22ste dag van Augustus 1994.

De Klerk & Van Gend, Derde Verdieping, Sanclaregebou, Dreyerstraat, Claremont. (Ref. SD930575/H. Oosthuizen/em.)

Case 1919/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Kilotreads (Pty) Ltd**, Judgment Creditor, and **Peter Pitso Motale**, Judgment Debtor

In execution of a judgment of the above Honourable Court and a warrant of execution, the herein above-mentioned property will be sold in execution on Wednesday, 5 October 1994 at 10:00, in front of the Magistrate's Court, Mitchells Plain:

Erf 3897, Guguletu, measuring 799 (seven hundred and ninety-nine) square metres, held under Deed of Transfer TL30116/1990, also known as: Corner of NY7 and NY12, Guguletu, Cape.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrates' Courts Act, the rules made hereunder and the title deeds relating hereto.

2. *Payment:* 10% (ten per cent) of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 22% (twenty-two per cent) per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved banker's or building society guarantee to be delivered within 14 days of the sale.

3. *Conditions:* The full conditions of sale will be read out by the Messenger of Court immediately prior to the sale and may be inspected at his office.

Signed at Claremont this 22nd day of August 1994.

De Klerk & Van Gend, Third Floor, Sanclare Building, Dreyer Street, Claremont. (Ref. SD930575/H. Oosthuizen/em.)

Case 565/93

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

In the matter between **ABSA Bank Limited** (trading as United Bank), Plaintiff, and **Lionel Vernon Rossouw** and **Annaline Clarence Rossouw**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 3 October 1994 at 10:00:

Erf 1764, Wellington, in the Municipality of Wellington, Division Paarl, in extent 509 square metres, also known as 9 End Street, Wellington.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, lounge, kitchen, bathroom, toilet and single garage.

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 18th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Saak 1819/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOUD TE OUDTSHOORN

In die saak tussen **Nedcor Bank Bepark**, Eiser, en **mn. S. P. C. Grobler**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 27 Julie 1994, sal die hiernagelaste vaste eiendom geregtelik verkoop word op 14 September 1994 om 10:30, op die perseel te Meulstraat 56, Oudtshoorn, Erf 6208, Oudtshoorn, aan die hoogste bieder onderworpe aan die hiernagelaste voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling afgelees sal word:

Eiendomsbeskrywing: Erf 6208, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot 987 (nege ag sewe) vierkante meter, Transportakte 42902/93.

Sonering: Woning.

Betaalvoorwaardes: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veiling. Die balans teen oordrag wat verseker moet word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne veertien (14) dae van die veilingsdatum afgelees te word by die afslaer.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Baju, Hoogstraat 159, Oudtshoorn, en by mn. Rabie, p.a. mnre. Pocock & Bailey, Kerkstraat 117, Oudtshoorn, opdraggewende prokureurs.

Gedateer te Oudtshoorn op hierdie 25ste dag van Augustus 1994.

Pocock & Bailey, Prokureurs vir Eiser, Kerkstraat 117, Posbus 58, Oudtshoorn, 6620. (Verw. FJR/jk/536.)

Case 4395/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Southern Life Association Limited**, Judgment Creditor, and **Mrs Lilian Williams**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River dated 17 January 1994, and warrant of execution dated 28 March 1994, the following property will be sold in execution on 21 September 1994 at 09:15, at the site, being:

Certain land situated at Blue Downs, in the Local Area of Stellenbosch, being Erf 3667, Blue Downs, at Stellenbosch, measuring 345 square metres, held under Deed of Transfer T7095/1989 dated 2 July 1989, also known as 40 Delphinium Road, Hillcrest, Blue Downs, Eerste River.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Brick building tiled roof, three bedrooms, bathroom, toilet, lounge and kitchen.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of eighteen comma five per centum (18,5%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 23rd day of August 1994.

Silberbauers, Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. DJM/L. Borrett/W16.)

Case 1921/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUIL RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Teresa Angela Cronje** (now Wyngaard)

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 September 1994 at 09:00, to the highest bidder:

Erf 59, Blue Downs, in extent 269 square metres, held by T27749/1988, situated at 14 Antipolis Street, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0309/102692/gl.)

Case 7518/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Hilton Michael van Niekerk** and **Marilyn Hazel van Niekerk**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 September 1994 at 09:00, to the highest bidder:

Erf 5772, Blue Downs, in extent 167 square metres, held by T35953/1989, situated at 12 Nooiensfontein Street, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. DOU2273/100214/gl.)

Case 6316/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Lorens Swarts** and **Theresa Jane Swarts**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 September 1994 at 09:00, to the highest bidder:

Erf 1683, Gaylee, in extent 503 square metres, held by T47600/1986, situated at 34 Simonsberg Street, Greenfields, Gaylee, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to 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. 4U107980/gl.)

Case 6469/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Dora Christiena Lodewyk**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 September 1994 at 09:00, to the highest bidder:

Erf 2737, Blue Downs, in extent 275 square metres, held by T76950/1990, situated at 9 Caracass Street, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 4A108003/gl.)

Case 511/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Abe Klein and Georgina Maria Klein**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 September 1994 at 09:00, to the highest bidder:

Erf 5396, Kraaifontein, in extent 496 square metres, held by T42402/1993, situated at 5 Tanner Street, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, dining-room, three bedrooms, bathroom, toilet and garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4A0014/gl.)

Saak 5929/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **William Granville George Eliot**, Verweerder

Ter uitwinning van 'n vonnis in die Hooggeregshof van Suid-Afrika (Provinsiale Afdeling Kaap die Goeie Hoop) in bogenelde saak sal 'n verkoping gehou word op 23 September 1994 om 11:00, te Morkelstraat 22, Somerset-Wes, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Strand/Somerset-Wes, gelees sal word ten tye van die verkoping welke voorwaardes by die Balju, Strand/Somerset-Wes, Boland Bankgebou, Hoofweg, Strand, ter insae sal lê:

Erf 8117, Somerset-Wes, geleë in die munisipaliteit Somerset-Wes, afdeling Stellenbosch, groot 3 251 (drieduisend tweehonderd een-en-vyftig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T31962/1985.

Die eiendom is:

1. Gesoneer Residensieël;
2. is geleë te Morkelstraat 22, Somerset-Wes;
3. is verbeter met 'n woonhuis.

Geen waarborg hoegenaam word egter in hierdie verband gegee nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf datum van die verkoping aan die Balju vir Strand/Somerset-Wes verskaf word. Die volledige Boland Bankgebou, Hoofweg, Strand.

Gedateer te Somerset-Wes op hierdie 22ste dag van Augustus 1994.

H. C. Potgieter, vir J. C. Louw, Du Plessis & Vennote, Eiser se Prokureurs, Andries Pretoriusstraat 76, Somerset-Wes. [Tel. (024) 852-1517.].

Case 7075/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Trustbank Ltd, *versus* **Bernard Dudley Bullock**

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, 16 Clover Street, Mossel Bay, 6500, on Friday, 23 September 1994 at 11:00:

Erf 6193, Mossel Bay, in the Municipality of Mossel Bay, in extent 994 (nine hundred and ninety-four) square metres, held by Deed of Transfer T20649/86 and situated at 16 Clover Street, Mossel Bay, 6500.

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, Mossel Bay.

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

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 29% (twenty-nine per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 19th day of August 1994.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP ZT 5208.)

Case 8014/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **Nyawozenkosi Dugmore Tshumsila**, married in community of property to **Nokhaya Johanna Tshumsila**

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 2823, Khayelitsha, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 157 square metres, situated at D155 Phamili 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: 30 September 1994 at 10:00.

Place of sale: Magistrate's Court, 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, Khayelitsha, Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 25th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 14586/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **Ndoyisile John Nyangweni**, married in community of property to **Lillian Nozolile Nyangweni**

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 310, Khayelitsha, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 198 square metres, situated at A270 Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos sheeting roof, consisting of approximately bedroom, kitchen and bathroom/toilet/hand basin.

Date of sale: 30 September 1994 at 10:00.

Place of sale: Magistrate's Court, 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, Khayelitsha, Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 29th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 43373/90

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

Nedcor Bank Limited versus Danger Hitler Nikelo, married in community of property to **Mandisa Beauty Nikelo**

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 766, Khayelitsha, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 177 square metres, situated at E555 Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos sheeting roof consisting of approximately bedroom, kitchen and bathroom/toilet/hand basin.

Date of sale: 30 September 1994 at 10:00.

Place of sale: Magistrate's Court, 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, Khayelitsha, Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 29th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 59867/91

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

Nedcor Bank Limited versus Thokozile Michael Gubangxa, married in community of property to **Lulana Ida Gubangxa**

The property: All right, title and interest in the leasehold in respect of Erf 538, Khayelitsha, in the area of the Western Cape Development Board, in extent 158 square metres, situated at A538 Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately three bedrooms, kitchen, lounge/dining-room, bathroom/toilet/hand basin and garage.

Date of sale: 30 September 1994 at 10:00.

Place of sale: Magistrate's Court, 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, Khayelitsha, Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 29th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 24070/89

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

Nedcor Bank Limited versus Nyameka Sylvia Soqe

The property: All right, title and interest in the leasehold in respect of Erf 2977, Khayelitsha, situated in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 157 square metres, situated at G161 Lager Crescent, Khayelitsha.

Improvements (not guaranteed): Single-storey dwelling built with bricks under an asbestos sheeting roof consisting of approximately two bedrooms, dining-room, kitchen, bathroom/toilet and hand basin.

Date of sale: 30 September 1994 at 10:00.

Place of sale: Magistrate's Court, 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, Khayeltisha, Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 29th day of August 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 66272/92

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

In the matter between **J. E. Hodgkiss**, Judgment Creditor, and **K. G. Fortune**, Judgment Debtors

In execution of a judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held on Monday, 26 September 1994 at 10:00, at the site of the following immovable property:

Erf 8625, Cape Town, in the Local Area of Grassy Park, Division Cape, in extent 468 (four hundred and sixty-eight) square metres, held by Defendant in terms of Deed of Transfer T717/89, also known as 23 Flo Ken, Tulip Road, Grassy Park, comprising single dwelling, brick walls under tiled roof, consisting of four bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. $\frac{1}{10}$ (one tenth) 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 in August 1994.

Terence Rex, First Floor, Union Chambers, Church Street, Wynberg. (Ref. JCLE/CW/16219.)

Case 1356/94

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

In the matter between **King William's Town Municipality**, Plaintiff, and **Mrs M. Kleinhans**, Defendant

In pursuance of a judgment in the above Honourable Court of 25 July 1994 and writ of execution dated 15 July 1994, the following immovable property will be sold in execution on 28 September 1994 at 10:40, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 833, Breidbach, King William's Town, Municipality and Division of King William's Town, in extent 456 (four hundred and fifty-six) square metres, being 71 Uitsig Street, Breidbach, King William's Town, held by Deed of Transfer T3417/93.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 29th day of August 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 1291/94

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

In the matter between **King William's Town Municipality**, Plaintiff, and **Miss W. M. Moleshe**, Defendant

In pursuance of a judgment in the above Honourable Court of 25 July 1994, and a writ of execution, dated 25 July 1994, the following immovable property will be sold in execution on 28 September 1994 at 10:50, at the offices of the Sheriff for the Magistrate's Court Radue Weir Building, Eales Street, King William's Town:

Erf 1803, King William's Town, Municipality and Division of King William's Town, in extent 559 (five hundred and fifty-nine) square metres, being 33 Louisa Street, King William's Town, held by Deed of Transfer T1729/92.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 29th day of August 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Saak 3902/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Siwozi Elfie Mfamana**, 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 Donderdag, 29 September 1994 om 10:00, te Landdroshof, Paarl:

Alle reg, titel en belang in die huurpag vir woondoeleindes ten opsigte van Erf 682, Mbekweni, in the area van jurisdiksie van die provinsiale administrasie van die Kaap die Goeie Hoop in die administratiewe distrik Paarl, groot 382 (driehonderd twee-en-tagtig) vierkante meter, gehou deur die Vonnisskuldenaar in terme van Sertifikaat van Huurpag TL11071/91, en geleë te Mbekweni E13, Paarl, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe word op die eiendom aangegee maar nie gewaarborg nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

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 en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

2. Die volle koopprijs is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

Gedateer te Paarl hierdie 9de dag van September 1994.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 1086/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter of **Grahamstown Building Society**, Plaintiff, and **Jacob Johannes Jonker**, First Defendant, and **Lael Noeline Jonker**, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Albany, granted on 16 June 1994, and attachment dated 12 August 1994, the following immovable property of the First and Second Defendant will be sold at 1 De Villiers Close, Grahamstown, by public auction, on Friday, 30 September 1994 at 11:00:

1. Erf 6778, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 814 (eight hundred and fourteen) square metres, held by the Defendants by Deed of Transfer T38136/92 (1 De Villiers Close, Grahamstown).

Whilst nothing is guaranteed it is understood that the property consists of a dwelling-house of brick under asbestos roof with three rooms plus kitchen and bathroom.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Magistrates' Court and arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Magistrate's Court to be approved by the Plaintiff's attorney, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Magistrate's Court, which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mrs A. Wolmarans, 44 Beaufort Street, Grahamstown.

Dated at Grahamstown this 29th day of August 1994.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. C. K. M. Stone.)

Saak 1169/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. Y. en K. Cummings**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Mitchells Plain, gedateer 2 November 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Mitchells Plain, per publieke veiling te koop aangebied op 6 Oktober 1994 om 10:00:

Erf 1968, Weltevreden Valley, ook bekend as Woodburysingel 25, Woodbury, Mitchells Plain, afdeling Kaap, groot 327 vierkante meter, gehou kragtens Transportakte T19308/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Mitchells Plain, 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 verstrekkend word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18,75% (agtien komma sewe vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige 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 veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Mitchells Plain, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cillierstraat 1, Bellville.

Datum: 25 Augustus 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN264.)

Saak 23002/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank**, Eiser, en **Brenda Helen Lisk**, Eerste Verweerder, en **Eric Aubrey F. Lisk**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die bogenoemde Agbare Hof en 'n ander lasbrief van eksekusie, gedateer 4 Oktober 1993, sal 'n verkoping sonder reserwe van die volgende eiendom deur die Balju, Hooggeregshof, Humansdorp, te Annlaan 11, St Francisbaai, op 30 September 1994 om 11:00, aan die hoogste bieder verkoop word.

Beskrywing: Twee-derde aandeel in Erf 188, Sea Vista, in die munisipaliteit St Francisbaai, 'n divisie Humansdorp, grootte 1 169 vierkante meter, gehou kragtens Transportakte T49220/89.

Verbeteringe: Hier is niks gewaarborg nie.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal. Die balans tesame met rente vanaf datum van verkoping tot datum van registrasie van transport, verseker te word deur 'n bank- of bougenootskap- of ander aanneembare waarborg wat deur die Eiser se prokureur goedgekeur is binne 14 (veertien) dae vanaf datum van verkoping.

Die afslaersgelde bereken teen 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend Rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand) met 'n minimum van R200 (tweehonderd rand).

Die verkoopvoorwaardes kan te Balju, Humansdorp, by die kantore van C. W. Malan & Kie., besigtig word tussen werksure te Kerkstraat 37, Humansdorp.

Nota: Om nadere besonderhede skakel Piet Joubert (011) 335-8222.

Gedateer te Humansdorp hierdie 29ste dag van Julie 1994.

Smit & Marais, Eiser se Prokureurs, 11de Verdieping, Schreinerkamers, hoek van Pritchard- en Kruisstraat, Johannesburg.

Case 52192/93

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

In the matter between **Subramoney Govender**, Plaintiff, and **Gonaseelan Govender**, First Defendant, and **Fazal Gonaseelan Govender**, Second Defendant

In pursuance of a judgment granted on 3 September 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 September 1994 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 374 of 117, of farm Buffels Bosch 965, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 1 007 square metres.

Address: 420 Ponati Road, Harinagar, Shallcross.

Improvements: Face brick under concrete slab dwelling comprising lounge, tiled, kitchen with built-in-cupboard, tiled dining-room, TV lounge, pantry, four bedrooms, two with ensuite carpeted, toilet/bathroom, kitchen, balcony, driveway tarred and yard fenced.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225038.)

Case 10090/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Gert Visser and Lynne Felicity Visser**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 3 October 1994 at 09:00, to the highest bidder:

Erf 2829, Blue Downs, in extent 275 square metres, held by T9078/1989, situated at 6 Santos Street, Malibu Village, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge/kitchen, three bedrooms and bathroom/toilet.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D0U2543/100310/gl.)

Case 2471/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **George Clinton Steyn and Merroline Cecilia Steyn**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Monday, 3 October 1994 at 10:00, to the highest bidder:

Erf 6425, Wesfleur, in extent 145 square metres, held by T88116/1993, situated at 27 Larkspur Place, Protea Park, Wesfleur, Atlantis, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, three bedrooms, bathroom and toilet.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. 4A108515/gl.)

Case 353/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Achmat Adams**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 4 October 1994 at 10:00, to the highest bidder:

Erf 12339 Mitchells Plain, in extent 344 square metres, held by T57054/87, situated at 20 Anson, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Maisonette*: Lounge, kitchen, three bedrooms, bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee 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. D3U0001/103452/gl.)

Saak 435/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **Kenneth James Matthews**, Eerste Verweerder en **Eudine Christa Matthews**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Mitchells Plein, gedateer 11 Februarie 1994, sal die hiernabeskrewe vaste eiendom op Donderdag, 29 September 1994 om 10:00, op die perseel te Erf 37967, Mitchells Plein, ook bekend as Gwelostraat 14, New Woodlands, Mitchells Plein per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve:

Erf 37967, Mitchells Plein, in die munisipaliteit van Kaapstad, afdeling Kaapstad, groot 230 (tweehonderd en dertig) vierkante meter, gehou kragtens Transportakte T77089/1992.

Beskrywing: Woonhuis.

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 koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terywl die balans van die koopprys tesame met rente daarop teen 15,25% (vyftien komma twee vyf persent) of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van Verbandakte B86499/1992 vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping van Vonniskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Mitchells Plein-Noord, en/of die kantore van Smit Kruger & Potgieter, Eerste Verdieping, Edward II, Noordelike-ingang, Oakdalestraat, Bellville.

Gedateer te Bellville hierdie 10de dag van Augustus 1994.

I. Knoetze, vir Smit Kruger & Potgieter, Eerste Verdieping, Edward II, Noordelike-ingang, Posbus 2963, Bellville, 7535. (DX 6 Bellville).

Case 41279/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Ebrahim Gaidien** and **Martina Elizabeth May Gaidien**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 5 October 1994 at 10:00, to the highest bidder:

Erf 37774, Cape Town, at Athlone, in extent 706 square metres, held by T30364/1972, situated at 5 Rolan Crescent, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to 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. D2U1585/104536/gl.)

Case 18322/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Christopher Coraizin**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchell's Plain, dated 16 June 1993 and warrant of execution dated 8 February 1994, the following will be sold in execution on 5 October 1994 at 10:30, at the Court-house, being:

Certain land situated at Mitchell's Plain, in the City of Cape Town, Cape Division, being Erf 10201, Cape Town, at Mitchell's Plain, measuring 171 (one hundred and seventy-one) square metres, held under Deed of Transfer 2649 dated 20 January 1992, also known as 104 Tulip, Lentegeur, Mitchell's Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

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

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on —

3.3.1 the amount of Plaintiff's claim at the rate of seventeen comma twenty-five (17,25%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditors' conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

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

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. 102851/Mrs Wentzel.)

Case 11219/93

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 Limited *versus* **Mandlenkosi David Pandle** and **Mavis Bukiwe Pandle**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Mitchells Plain, on Thursday, 29 September 1994 at 10:00:

Erf 8683, Guguletu, in the area of Ikapa Town Council, in extent 195 (one hundred and ninety-five) square metres, held by Deed of Transfer TL82250/92 and situated at NY38 No. 34A, Guguletu, 7750.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain, North.

2. The following improvements on the property are reported but nothing is guaranteed: 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 current rate of 15,25 % (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 25th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14 Floor, Trust Bank Centre, Adderley Street, Cape Town [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19285.)

Saak 2637/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOUD TE STELLENBOSCH

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Colin Sydney Burton**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Stellenbosch, gedateer 26 Julie 1994, en die lasbrief gedateer 26 Julie 1994, die hierna genoemde onroerende eiendom sal op eksekusie veiling op Dinsdag, 20 September 1994 om 10:00, op die perseel van 85 Lakaystraat, Tennantville, Stellenbosch, verkoop word onderhewig aan die voorwaardes wat deur die Eiser se prokureur, Purdon Gilmour, voorgelees word by die geregtelike verkoping.

Betaling sal slegs geskied in kontant of deur 'n bankgewaarborgde tjek.

Erf 8817, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 208 m², gehou kragtens Transportakte T49462/90, Verbandakte B70991/93, B41950/93, B52961/92 en B48255/90.

Die huis bestaan uit drie slaapkamers, badkamer, woonkamer en kombuis.

Gedateer te Stellenbosch op hierdie 22ste dag van Augustus 1994.

Purdon Gilmour, Eiser se Prokureur, Purdon Gilmourgebou, hoek van dorp- en Loustraat, Stellenbosch. (Tel. 887-0348.)
(Verw. TPG/mev. Schreuder.)

NATAL

Case 017370/92

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 **Robert Allan Stubb**, First Execution Debtor, and **Elmarie Stubbs**, Second Execution Debtor

In pursuance of a judgment granted on 21 May 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 29 September 1994 at 10:00, in front of the Magistrate's Court, Sontseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Lot 692, Kingsburgh, situated in the Borough of Kingsburgh, and in the Amanzim-toti Regional Water Services Area, Administrative District of Natal, in extent 2 193 (two thousand one hundred and ninety-three) square metres.

Postal address: 2 Clarke Road, Warner Beach.

Improvements: Wood iron with zinc roof consisting of three bedrooms, lounge, dining-room, kitchen, toilet, toilet, bathroom, outside building and swimming-pool.

Town-planning:

Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from date of the sale to date of transfer, both days inclusive.
 4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South, or at out offices.
- Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/009159.)

Case 1492/94

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 **Mlokothwa Thembinkosi Makhaye**, Defendant

In pursuance of a judgment granted on 2 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 11 October 1994 at 11:00, to be held at the front steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A870, situated in the Township of Ngwelezane, District of Enseleni, in extent 404,5 (four hundred and four comma five) square metres.
1. (b) *Street address:* Ownership Unit A870, Ngwelezane Township.
1. (c) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.
1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemptions. Zoned Residential.
2. The conditions of sale may be inspected at the office of the Clerk of the Court, 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 this 18th day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/733/94 (05/K600/733).]

Case 398/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Port Edward Town Board**, Plaintiff, and **M. M. J. van Rensburg**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 22 March 1994, the immovable property described as:

Lot 682, Port Edward Extension 2, situated in the Port Edward Town Board Area and in the Southern Natal Joint Services Board Area Administrative District of Natal, in extent 1 013 square metres, will be sold in execution on Friday, 30 September 1994 at 11:00, 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 offices of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone, and at the offices of the Sheriff, Port Shepstone, 20 Riverview Road, Sunwich Port.

The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price *together* with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is vacant land.

Dated at Port Shepstone on this 15th day of August 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/TG/01P708014.)

Case 8881/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **George Rupert Ellis**, First Defendant, and **Clarett Anne Ellis**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 23 September 1994 at 09:00:

Description: Subdivision 110 of Lot 435, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 315 (three hundred and fifteen) square metres, held under Deed of Transfer T26147/92.

Physical address: 104 Katonkel Avenue, Newlands East, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey semi-detached brick under tile roof dwelling with water and lights comprising of:

Upstairs: Three bedrooms and bathroom.

Downstairs: Kitchen, lounge and toilet. There are no outbuildings.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 15th day of August 1994.

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6465/mvr.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Michael Colin Joubert**, First Defendant, and
Mrs Patience Joubert, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 22 April 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 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 23 September 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely;

Lot 412, Riverdene, situated in the City of Durban, Administrative District of Natal, in extent 285 (two hundred and eighty-five) square metres, which property is physically situated at 261 Riverdene Drive, Newlands West, 4051, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T15138/93.

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 and bathroom/toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 27th day of July 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/072/027905/Mrs Chetty.)

Case 1852/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mbuyiseni Gratitude Khuzwayo**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Inanda District Two, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 23 September 1994 at 09:00, 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 Lot 666, Hambanati, situated in the Development Area of Hambanati, Administrative District of Natal, in extent three hundred and sixty-six (336) square metres, and held under Certificate of Ownership TE18450/93.

Street address: 666 Hambanati, Tongaat.

Improvements: A face brick under tile dwelling with water and lights consisting of two bedrooms, lounge, kitchen, toilet and bathroom.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat [Te. (0322) 92-1000].

Dated at Durban this 28th day of July 1994.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 9907/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Niresh Koblall**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 23 September 1994 at 09:00:

Description: Subdivision 9 of Lot 248, Tongaat, situated in the Township of Tongaat, Administrative District of Natal, measuring one thousand and seven (1 007) square metres, held under Deed of Transfer 28313/1991.

Physical address: 28 Van Rova Road, Tongaat, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, toilet with shower and bathroom with toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, Natal.

Dated at Durban this 29th day of July 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.582/J. C. Jones.)

Case 2125/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Robor Coastal Limited**, Plaintiff, and **Mr Gary Aston**, Defendant

In pursuance of a judgment granted on 23 June 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 27 September 1994 at 11:00, to be held at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Subdivision 25 (of 9) of Lot 2296, situated in the City and District of Lower Umfolozi, Richards Bay, in extent 3 237 square metres, held by Deed of Transfer T5639/86.

(b) *Street address* 11 Elweboog, Meerensee, Richards Bay.

(c) *Property description* (not warranted to be correct): Brick under tile double storey dwelling consisting of: Bar cum dining-room, tiled kitchen, three bathrooms and toilets, four bedrooms, lounge, servants' quarters (room, shower and toilet) and garage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, the Magistrate's Office, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 23rd day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 158/93K.)

Case 791/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Zululand Window Centre CC**, Plaintiff, and **Aldo Constantini**, Defendant

In pursuance of a judgment granted on 18 March 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 27 September 1994 at 11:00, to be held at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 2522, Empangeni (Extension 22) situated in the Borough of Empangeni, Administrative District of Natal.

1. (b) *Street address:* 12 Plam Drive, Empangeni.

1. (c) *Property description* (not warranted to be correct): Brick under tile double-storey dwelling consisting of three carports, three bedrooms, lounge, dining-room, TV-room, kitchen, swimming-pool, whole dwelling tiled. Granny flat consisting of bedroom.

1. (d) *Zoning/Special privileges or execeptions:* 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, the Magistrate's Court, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 23rd day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 50/94K.)

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

In the matter between **Debtcor (Pty) Ltd**, Plaintiff, and **Kristensamy Moonsamy Pillay**, Defendant

In pursuance of a judgment granted on 19 December 1988, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 September 1994 at 10:00, at the front entrance, Magistrate's Court, Justice Street, Chatsworth:

Description: Subdivision 1639 (of 1553) of the Farm Chat Seven, 14780, situated in the City of Durban, Administrative District of Natal, in extent 449 (four hundred and forty-nine) square metres.

Postal address: House 19, Road 729, Montford, Chatsworth.

Improvements: Semi detached double-storey block under asbestos roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town planning zoning: Special Residential (180 square metres min plot size) (the accuracy hereof is not guaranteed).

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2.1 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 for the Magistrate's Court of the Court within fourteen days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Allied Building Society Limited and prevailing from time to time from the date of sale to date of transfer together with interest to any other Bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the Plan of Distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Chatsworth at 12 Oak Avenue, Kharwastan.

Dated at Durban on this 8th day of August 1994.

Du Toit Havemann & Krog, Plaintiff's Attorneys, Stafmayer House, Beach Grove, P.O. Box 2703, DX 128, Durban. (Tel. 301-2755.) (Ref. 11D244018/D227.)

Case 30104/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Mbuso Alison Ntuli**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 6 January 1994, the following immovable property will be sold in execution on 23 September 1994 at 11:00, at the Sheriff's sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 118, Unit 18 in the Township of Edendale-T, District of Pietermaritzburg, in extent five hundred and twenty-five (525) square metres, represented and described on General Plan PB239/1982, situated at Unit 118, Unit 18, Edendale-T, Pietermaritzburg.

The following information is furnished regarding the property (but is not guaranteed): A single-storey dwelling-house constructed of brick under iron roof, consisting of three bedrooms, bathroom, lounge and kitchen.

Material conditions of sale: The purchaser shall pay ten per cent (10%) ten per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 18th day of August 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 6060/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Francis Thomas**, First Execution Debtor, and **Vinodah Thomas**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 30 March 1993, the following immovable property will be sold in execution on 23 September 1994 at 11:00, at the Sheriff's sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 702 (of 481) of the Farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and sixty (260) square metres, situated at 3 Olympia Way, Northdale, Pietermaritzburg.

The following information is furnished regarding the property (but is not guaranteed): A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of three bedrooms, kitchen, lounge and servant's toilet.

Material conditions of sale: The purchaser shall pay ten per cent (10%) ten per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 18th day of August 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 16961/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Sipho Jacob Mshengu**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 31 October 1990, the following immovable property will be sold in execution on 23 September 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Unit 2446, (Imbali II), in the Township of Edendale, County of Pietermaritzburg, in extent two hundred and ninety-seven (297) square metres, represented and described on General Plan 72/80, situated at 1860 Chakide Road, Imbali, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under concrete tile roof, consisting of four bedrooms, two bathrooms, kitchen, dining-room and lounge.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 16th day of August 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 845/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI**

In the matter between **KwaZulu Housing Company (Pty) Ltd**, Plaintiff, and **Elphas Malimela**, Defendant

In pursuance of judgment granted on 25 October 1990, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 September 1994 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit Q19, in extent 981 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A.8/1967, held by virtue of Deed of Grant 5717/264.

Physical address: Ownership Unit Q19, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey block and tile dwelling (91 m²), comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Verandah (7 m²).

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' Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 25th day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31075/35.)

Case 1673/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ronald Sibusiso Ngidi**, Defendant

In pursuance of judgment granted on 6 October 1992, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 September 1994 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit AA491, in extent 623 square metres, situated in the Township of Umlazi, represented and described on General Plan P.A.339/1979, held by virtue of Deed of Grant 1975/199.

Physical address: Ownership Unit AA491, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey maxi brick/plaster and tile dwelling (85,2 m²), comprising of kitchen, dining-room, lounge, four bedrooms, bathroom, w.c. and a garage (42,07 m²). Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Verandah (7,64 m²), 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' Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 23rd day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z07922/26.)

Case 1459/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Simon Mfanelli Zulu**, Defendant

In pursuance of judgment granted on 15 October 1993, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 September 1994 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit Z738, in extent 960 square metres, situated in the Township of Umlazi, represented and described on General Plan P.B.112/1979, held by virtue of Deed of Grant 4752/1982.

Physical address: Ownership Unit Z738, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey maxi brick and asbestos dwelling (51 m²), comprising of kitchen, lounge, two bedrooms and bathroom. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Verandah (7 m²).

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' Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 23rd day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01911/26.)

Case 7299/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Thembinkosi Clement Makhathini**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 23 April 1992, the following immovable property will be sold in execution on 23 September 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1367, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent three hundred and eighty-nine (389) square metres, represented and described on Deed of Grant 11439, situated at 1367, Unit S, Edendale East, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 24th day of August 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 6971/94

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Nduduzo Goodenough Masuku**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 15 July 1994, the following immovable property will be sold in execution on 23 September 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 375 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 500 (five hundred) square metres, situated at 7 Martens Way, Ridge Park, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of three bedrooms, bathroom, lounge, kitchen and carport.

Material conditions of sale:

1. The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 22nd day of August 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 14781/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Anthony Dennis Diadla**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 August 1994, the following immovable property will be sold in execution on Monday, 3 October 1994 at 10:00, at the Magistrate's Court, Albert Street, Estcourt, 3310, to the highest bidder:

Ownership Unit B423, Wembezi Estcourt, on General Plan PB240/1979.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Ownership Unit B423, Wembezi, Estcourt, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising three bedrooms, w.c., bathroom, lounge, dining-room and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Estcourt, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 142 Connor Street, Estcourt, 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 23rd day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 16842/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Christian Benjamin Roux**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 3 August 1994, the following immovable property will be sold in execution on Friday, 21 October 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1247 (of 1236) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and twenty-two (322) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 35 Viola Road, Eastwood, Pietermaritzburg, which property consists of land improved by a double-storey dwelling-house under brick and tile comprising three bedrooms, bathroom, w.c., lounge, and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 23rd day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 16285/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Bizwephi Mildred Nkomonde**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 17 August 1994, the following immovable property will be sold in execution on Friday, 21 October 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub 128 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 669 (six hundred and sixty-nine) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 26 Dunford Road, Grange, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and IBR sheeting comprising three bedrooms, bathroom, w.c., lounge and kitchen. Outbuilding comprises carport, store and w.c.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 23rd day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 15662/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Bridgmohan Singh**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 17 August 1994, the following immovable property will be sold in execution on Friday, 21 October 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub 8 of Lot 138, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 457 (four hundred and fifty-seven) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 8 Jarrier Road, Raisethorpe, Pietermaritzburg, which property consists of land improved by a double-storey dwelling-house under brick and tile comprising three bedrooms, two and a half bathrooms, shower, four w.c.'s, lounge, dining-room, study, kitchen, pantry, prayer room with an entrance hall, front verandah and front and rear balconies. Outbuilding comprises garage with attached sundeck above, together with laundry. The property is burglar proofed and has a comprehensive alarm system and is fenced with brick and concrete walls.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 23rd day of August 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 946/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Michael John Brandsma**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 2 August 1994, in the above-mentioned 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 Pietermaritzburg, on the steps of his office on Friday, 23 September 1994 on 10:30, 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 Number 5, The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Sub 4 of Lot 200, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 751 (seven hundred and fifty-one) square metres, which property is physically situated at 20 Hyslop Road, Athlone, Pietermaritzburg, Natal, and which property is held by the above-named Defendant under and by Virtue of Deed of Transfer T18632/1992.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon a single-storey dwelling-house, brick under iron, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and pantry.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

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

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1305/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Clem Lockhart Simpson**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 13 June 1994, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court, for the District of Pietermaritzburg, on 23 September 1994 at 09:30, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Sub 151 (of 86) of the farm Leliefontein 1175, situated in the Administrative District of Natal, in extent 4 512 (four thousand five hundred and twelve) square metres.

The property is situated at Richmond Road, Thornville, Natal, and is improved by a dwelling-house constructed of brick under iron roof, consisting of lounge, dining-room, family room, study, four bedrooms, three bathrooms, kitchen, four garages and servants' quarters.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff.

Dated at Pietermaritzburg on this the 17th day of August 1994.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G406.)

Case 427/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedcor Bank Limited**, and **Alwyn Ronald Greene**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 9 February 1994, the following immovable property will be sold in execution on 23 September 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 73 (of 72) of Lot 55, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent nine hundred and ten (910) square metres, situated at 62 Morcom Road, Prestbury, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of three bedrooms, one and a half bathroom, kitchen, lounge, dining-room, garage and servant's toilet.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 31364/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedcor Bank Limited**, and **Thulani Victor Mkhize**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 11 March 1994, the following immovable property will be sold in execution on 23 September 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 8 (of 3) of Lot 277, Edendale, situated in the Administrative District of Natal, in extent seven hundred and thirty-three (733) square metres, situated at Subdivision 8 (of 3) of Lot 277, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

Vacant land.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 9520/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Vinashwanth Muckerdhooj**, Judgment Creditor, and **Amritlal**, Judgment Debtor

In pursuance of a judgment granted on 1 December 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 27 September 1994 at 10:00, at Chatsworth, to the highest bidder:

Description: Subdivision 269 (of 75) of the farm Klaarwater 951, situated in the township known as Shallcross, Natal, in extent one comma five seven four four (1,5744) square metres, postal address 15 Chilern Road, Shallcross.

Improvements: Block under tin roof dwelling comprising toilet, lounge, kitchen, three bedrooms and bath. *Outbuildings:* Garage and room.

Held by the Defendant in his name under Deed of Transfer 14253/66.

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, 12 Oak Avenue, Kharwastan, 4012.

Dated at Durban on this 19th day of August 1994.

D. K. Merret, for D. K. Merret Ass., Plaintiff's Attorneys, 152 Essenwood Road, Durban, 4001; P.O. Box 50232, Musgrave, 4062. [Tel. (031) 22-1484.]

Case 2369/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Hermanus Kraal CC**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 21 June 1994, and a warrant of execution on 27 September 1994 at 10:00, in front of the Magistrate's Court, Ladysmith:

Subdivision 13 of the farm Hermanus Kraal 1186, situated in the Administrative District of Natal, in extent 76,0622 (seven six comma nought six two two) hectares and held under Deed of Transfer T1117/1989.

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:

1. Dwelling-house comprising of bedroom, lounge, dining-room, kitchen and ablution facilities.
2. Two sheds and outbuildings.
3. Cattle handling 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 14 (fourteen) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 24th day of August 1994.

Christopher Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 03F019050.)

Case 2361/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Gerrit Leonard Adendorff**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 10 June 1994, and a warrant of execution, the undermentioned properties will be sold in execution on 27 September 1994 at 10:00, in front of the Magistrate's Court, Ladysmith:

Subdivision 12 of the farm Hermanus Kraal 1186, situated in the Administrative District of Natal, in extent 39,7713 (thirty-nine comma seven seven one three) hectares.

Subdivision 15 (of 14) of the farm Hermanus Kraal 1186, situated in the Administrative District of Natal, in extent 802,2789 (eight hundred and two comma two seven eight nine) hectares.

Subdivision 12 (of 1) of the farm Brakfontein Settlement 12840, situated in the Administrative District of Natal, in extent 78,3247 (seventy-eight comma three two four seven) hectares, are held under Deed of Transfer T17592/1989.

The following further details of the properties and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate: Fencing and dams (any prospective purchasers are advised to inspect the properties themselves).

Material conditions:

1. The properties shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within 14 (fourteen) days.

3. The properties are 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 24th day of August 1994.

Christopher Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 03F019049.)

Case 415/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **J. S. M. Makhanya**, Defendant

In pursuance of a judgment granted on 11 February 1992, in the Magistrate's Court, and under a writ of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 30 September 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 387, Klaarwater, situated in the Administrative District of Natal, in extent 718 (seven hundred and eighteen) square metres, held by Deed of Transfer TL1140/90.

Physical address: Lot 387, Klaarwater.

Improvements: Single-storey, brick dwelling under asbestos, two bedrooms, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 24th day of August 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 1790/93

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

In the matter between **First National Bank**, Plaintiff, and **J. P. du Plessis**, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 16 November 1993, the undermentioned immovable property will be sold in execution on 30 September 1994 at 10:00, by the Sheriff at Dundee at the front door of the Magistrate's Court, Dundee, to the highest bidder:

Lot 1859, Dundee (Extension 11), situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 2 433 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 1859, Dundee (Extension 11) is situated at 29 Fouche Street, Dundee.

2. On the said property there is a dwelling-house of face brick under tile roof with two garages attached to the house consisting of lounge, dining-room, three bedrooms, two bathrooms with toilets, small study with wall-to-wall carpeting.

Conditions of sale:

The detailed conditions of sale may be inspected at the office of the Sheriff at 29 Fouche Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 19th day of August 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341) 2-1138/2-1195.]

Case 1758/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Christopher John Wilkinson**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 2 August 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 Greytown in front of the Magistrate's Court, Retief Street, Weenen, Natal, on Wednesday, 28 September 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 119 Voortrekker Street, Greytown, Natal, namely:

Lot 433, Weenen, situated in the Township of Weenen, Administrative District of Natal, in extent seven comma one two zero three (7,1203) hectares, which property is physically situated at Dirkie Uys Street, Weenen, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T11515/1993.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of lounge, kitchen, two bedrooms, office, bathroom and toilet. The outbuildings consists of two servants' quarters, laundry, bathroom, toilet and four carports.

Zoning: The property is zoned for agricultural purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 26th day of August 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 49827/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Bonginkosi Jacob Shange**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Durban, and writ of execution dated 17 March 1994, the immovable property listed hereunder will be sold in execution on 28 September 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder, subject however to the provisions of section 66 (2) of the Magistrates' Courts Act in that the immovable property described hereunder is mortgaged to a Preferent Creditor being the First National Bank of Southern Africa Limited and the amount outstanding is the sum of R78 699,26 together with interest calculated thereon at the rate of 16% (sixteen per cent) per annum from 1 June 1993 to date of transfer:

Description: A certain piece of land being site Z1313, situated in the Township of Umlazi, in extent 487 (four hundred and eighty-seven) square metres. The immovable property is situated at Z1313, Umlazi.

Postal address: Z1313, Umlazi, 4066.

Zoning: Special/Residential.

Improvements: A single storey block/plaster and tile dwelling (70 square metres) comprising kitchen, lounge, study, three bedrooms, bathroom and w.c. *NB!* Nothing is guaranteed.

Municipality electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer duties, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out the boundaries, pegs or beacons.

6. The sale of the immovable property is subject to the provisions of section 66 (2) of the Magistrates' Courts Act in that the property is mortgaged to a Preferent Creditor being the First National Bank of Southern Africa Limited and the amount outstanding is the sum of R78 699,26 together with interest thereon at 16% (sixteen per cent) per annum from 1 June 1993 to date of transfer.

The full conditions of sale may be inspected at the office of the Magistrate's Court, Umlazi.

Dated at Westville on this the 25th day of August 1994.

Anton Puzey, Plaintiff's Attorney, Suite 305, 34 Essex Terrace, Westville. (Ref. 01F001029/AHP/pm.)

Case 64790/92

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

In the matter between **Golden Birches Body Corporate**, Plaintiff, and **David Drummond Ferguson**, Defendant

In pursuance of a judgment granted on 2 February 1993 in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 30 September 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A unit consisting of:

(a) Section 351, as shown and more fully described on Sectional Plan SS233/1983, in the scheme known as Birches, in respect of the land and building or buildings situated at Pinetown, of which section the floor area according to the said sectional plan is 111 (one hundred and eleven) square metres in extent;

(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 ST9424/1990.

Postal address: Flat 52, Golden Birches, 100 Entabeni Road, Paradise Valley, Pinetown.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): A duplex flat consisting of entrance space, lounge, dining-room, three bedrooms, main en suite, kitchen—built-in units, second bathroom with toilet and undercover parking bay No. 396.

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 Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within twenty-one (21) days after the 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 costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 19th day of August 1994.

J. H. Hawkey, for Jack Hawkey, Plaintiff's Attorneys, 800 Victoria Maine, 71 Victoria Embankment (P.O. Box 4925), Durban. (Tel. 301-8733.) (Fax. 301-8736.) (DX 100, Durban) (Ref. JHH/gv/04/R.001/489.)

Case 10269/94

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 **Thokozile Victoria Njapha**, Defendant

In pursuance of a judgment granted on 29 March 1994 in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 September 1994 at 10:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 2504, Lamontville, situated in the City of Durban, Administrative District of Natal, in extent 392 square metres.

Address: 2504 Nyathi Road, Lamontville.

Improvements: Tiled roof, brick house, two bedrooms, bathroom, bath, basin, toilet, kitchen tiled, cupboards and lounge carpeted.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
(b) The property shall be sold without reserve to the highest bidder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011522.)

Case 1111/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Agrippa Mandlenkosi Mzelemu**, Defendant

In the pursuance of judgment granted on 19 June 1992 in the Port Shepstone Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder 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: A certain piece of land, being Ownership Unit A699, in extent 372 square metres, situated in the Township of Gamalakhe, represented and described on General Plan BA15/1970, held by virtue of Deed of Grant G10195/87.

Physical address: Ownership Unit A699, Gamalakhe township.

The property has been improved by the erection of a brick and asbestos roof dwelling-house thereon, consisting of kitchen, lounge, two bedrooms, bathroom and toilet combined, municipal electricity, water supply and sanitation.

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 the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

Dated at Port Shepstone this 17th day of August 1994.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K152 05S047111.)

Case 473/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Borough of Port Shepstone**, Plaintiff, and **Mr W. J. Croeser**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone on 15 March 1994, and the warrant of execution issued pursuant thereto, the immovable property described as:

Lot 105, Sea Park, situated in the Borough of Port Shepstone, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 3 830 (three thousand eight hundred and thirty) square metres, 8 Ridge Road, Sea Park, will be sold in execution on Friday, 7 October 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) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 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 4% (four per centum) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is not improved.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. CEB/cc/B57/05B856084.)

Case 435/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **ABSA Bank Limited**, trading as United, Execution Creditor, and **Desmond Troy Hillary N.O. (The Des Hillary Family Trust No. T499/90)**, Execution Debtor

In pursuance of a judgment granted on 22 April 1994, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 7 October 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 198, Ballitoville, situated in the Borough of Ballito and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand two hundred and fifty-three (1 253) square metres.

Improvements: Brick and tile double storey dwelling consisting of:

Bottom: Double garage, bedroom with en suite, TV-room, store-room, servants' room, toilet and shower.

Top: Three bedrooms (with en suite), bathroom, toilet, shower, lounge, dining-room, kitchen and double carport.

Fencing consists of front brick wall with remote gate, side and back are concrete slabs.

Improvements done to the best ability of Deputy Sheriff.

Nothing is guaranteed.

Physical address: 17 Adrienne Road, Ballito.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.
4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per centum) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger, Natal.

Dated at Stanger on this 19th day of August 1994.

Messrs Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/A.306/COLLS).

Case 72920/92

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

In the matter between **Waltons Stationery Company (Pty) Limited**, Execution Creditor, and **M. R. Omar**, Execution Debtor

In pursuance of a judgment granted on 25 August 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 Friday, 30 September 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam.

Description: Lot 37, Forest Haven, City of Durban, in extent two hundred and fifty-nine (259) square metres.

Street address: 15 Rudmore, Foresthaven, Phoenix.

Improvements: Brick under asbestos semi-detached dwelling comprising of lounge, two bedrooms, kitchen, toilet and bathroom together, water and lights facilities although nothing in this regard is guaranteed.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The 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 to the bondholder, NBS Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam.

Dated at Durban this 17th 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. Mr Bernstein/YH/W231A 28W341001).

Case 538/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sibusiso Mduduzi Mntungwa**, Defendant

In pursuance of a judgment granted on 11 April 1994, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 September 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit F946, in the Township of Ntuzuma, District of Ntuzuma in extent of 423 square metres, represented and described on General Plan PB 419/1978, held under Deed of Grant G005370/90 signed at Ulundi on 6 November 1990.

Physical address: F 946, Ntuzuma.

Improvements: Single storey brick under asbestos dwelling comprising two bedrooms, bathroom and toilet, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 15,50 (fifteen comma five nil per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rates taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Inanda (Area 1) or at the offices of Strauss Daly Inc.

Dated at Durban this 22nd day of August 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/ Z22673/oe.)

Case 3651/94

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 **Keeshur Lukka**, First Defendant, and **Geetha Lukka**, Second Defendant

In pursuance of a judgment granted on 7 April 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 27 September 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 2742 of 2348 of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent 465 square metres.

Postal address: 72 Leo Avenue, Woodhurst, Chatsworth.

Improvements: Brick under tile roof dwelling comprising three bedrooms with en suite, prayer room, kitchen, lounge, dining-room, double garage and above incomplete room.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is 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 Sheriff's Office, Sheriff, Chatsworth, 12 Oak Avenue, Kharwastan.

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

Dated at Durban on this 18th day of August 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 16215/94

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 **Subramoney Gopal**, Defendant

In pursuance of a judgment granted on 20 April 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 27 September 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 1935 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 465 square metres.

Postal address: 15 Impala Drive, Mobeni Heights.

Improvements: Brick under tile roof dwelling comprising two bedrooms, lounge and passage carpeted, dining-room floor tiled, kitchen tiled with built-in cupboards, bathroom/toilet tiled and toilet tiled.

Outbuildings: Garage, room, kitchen, toilet, paved driveway and property fenced.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is 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 Sheriff's Office, Chatsworth, 12 Oak Avenue, Kharwastan.

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

Dated at Durban on this 18th day of August 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

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 **Devaraj Ankadu**, First Defendant, and **Muniamma Ankadu**, Second Defendant, married in community of property

In pursuance of a judgment granted on 10 June 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 27 September 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 879 (of 823) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 245 square metres.

Postal address: House 37, Road 749, Montford, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling, comprising two bedrooms, lounge, kitchen, toilet, bathroom and fenced yard.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is 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 Sheriff's Office, Chatsworth, 12 Oak Avenue, Kharwastan.

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

Dated at Durban on this 18th day of August 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 9799/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Pende Reuben Dlamini**, First Defendant, and **Lyneth Dlamini**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 30 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: Site B857, situated in the Township of kwaMashu, District of Ntuzuma, in extent two hundred and fifty-six (256) square metres, and held under Deed of Grant G2837/92.

Street address: B857 kwaMashu Township, kwaMashu.

Improvements: A brick under asbestos house with water and lights consisting of two bedrooms, lounge, kitchen and toilet with shower outside.

Zoning: Special Residential (nothing guaranteed).

The 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 on this 18th day of August 1994.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Saak 501/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UMVOTI GEHOU TE GREYTOWN

In die saak tussen **P. J. Perfect**, Eiser, en **E. Gwala**, Verweerder

Ingevolge 'n uitspraak wat gelewer is 23 Augustus 1993 en 'n lasbrief tot geregtelike verkoping daarna uitgereik, sal die ondervermelde goedere aan die hoogste bieder geregtelik verkoop word op 9 September 1994 om 11:00, by die Landdroshof, Greytown:

1. (a) *Akte kantoor beskrywing:* Perseel 183, Greytown, geleë in die dorpsgebied Greytown, administratiewe distrik Natal, groot vier duisend sewe en veertig (4 047) vierkante meter.

1. (b) *Straataadres:* Cooperstraat 184, Greytown.

1. (c) *Eiendom beskrywing (nie gewaarborg om korrek te wees nie):* Woning en buitegebou.

1. (d) *Sonering/Spesiale voorregte of vrystelling.* Spesiale verblyf sonering, geen spesiale voorregte of vrystellings.

2. Die voorwaardes van verkoping mag by die kantoor van die Balju van die Hof, te Greytown, geïnspekteer word.

3. Die goedere sal aan die hoogste bieder geregtelik verkoop word.

Gedateer te Greytown op hierdie 16de dag van Augustus 1994.

Van Rooyen & Forder Ing., Pinestraat 123, Posbus 56, Greytown, 3500. (Verw. D. Scott/mn 06 p 020 001.)

Case 501/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

In the matter between **P. J. Perfect**, Plaintiff, and **E. Gwala**, Defendant

In pursuance of a judgment granted 23 August 1993 and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 9 September 1994 at 11:00, at the Magistrate's Court, Greytown:

1. (a) *Deeds office description*: Lot 183, Greytown, situated in the Borough of Greytown, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres.

1. (b) *Street address*: 184 Cooper Street, Greytown.

1. (c) *Property description (not warranted to be correct)*: Lot 183, Greytown Township dwelling-house and outbuilding.

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 Court, Umvoti.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Greytown on this 16th day of August 1994.

Van Rooyen & Forder Inc., 123 Pine Street, P.O. Box 56, Greytown, 3500. (Ref. D. Scott/mn 06 p 020 001.)

Case 146/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **NBS Bank Limited**, Plaintiff, and **Miss N. T. Biyela**, Defendant

In pursuance of a judgment on 28 January 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 26 September 1994 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Ownership Unit B619 Ngwelezane Township, District of Enseleni, measuring six hundred and twenty-four (624) square metres.

1. (b) *Street address*: B619, Ngwelezane Township, Empangeni.

1. (c) *Improvements (not warranted to be correct)*: Single storey dwelling consisting of three bedrooms, two bathrooms, dining-room, lounge, kitchen and garage.

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, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 24th day of August 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Mr Rohrs/mh/09/N2815/93.)

Case 9951/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Allison Margaret Rorke**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 23 September 1994 at 10:00:

Description: Section 13, as shown and more fully described on Sectional Plan SS25/1976, in the building or buildings known as Manor Gardens, situated at New Germany, of which the floor area, according to the aid sectional plan is 118 (one hundred and eighteen) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST25/1976 (13) (Unit).

Physical address: 13 Manor Gardens, Bosse Street, New Germany, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex comprising downstairs: Entrance hall, lounge/dining-room, toilet and kitchen. Upstairs: Three bedrooms, bathroom and toilet. The outbuildings comprise garage (attached to main dwelling).

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 10th day of August 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7163/mvr.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Joel Shongwe**, First Defendant, and
Mrs Thabo Eustokia Shongwe, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 28 March 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District Two, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 23 September 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

(a) Section 44, as shown and more fully described on Sectional Plan SS189/86, in the scheme known as La Mercy Village, in respect of the land and building or buildings situated at Tongaat, Administrative District of Natal, of which the floor area, according to the said sectional plan is 149 (one hundred and forty nine) square metres;

(b) 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, which property is physically situated at 44 La Mercy Village, La Mercy, 4400, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST5789/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a sectional title unit consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, toilet/shower and garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 19th day of July 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/030767/Mrs Chelin.)

Case 9376/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Linda Leslie Gumbi**, Defendant

In pursuance of a judgment granted on 17 January 1990, 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 Friday, 30 September 1994 at 10:00, in front of the main entrance to the Magistrate's Court, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 1015, Unit B, in extent 260 square metres, situated in the Township of kwaMashu, represented and described on a General Plan PB63/1987, held by virtue of Deed of Grant G11881/87.

Physical address: Ownership Unit B1015, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single store block and asbestos dwelling (48 square metres), comprising kitchen, lounge, two bedrooms and bathroom. Municipal electricity, water supply and sanitation: Local authority.

Improvements: Servants' quarters (25 square metres) and wiremesh fencing.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, VAT, 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 Verulam this 16th day of August 1994.

Strauss Daly, c/o I. C. Meer Motala & Co., Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

Case 12071/94

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Bonkinkosi Hamilton Khumalo**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 4 July 1994, and writ of execution dated 5 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 23 September 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 15 of Lot 300, Edendale, situated in the Administrative District of Natal, in extent nine hundred and eighty-five (985) square metres held by Deed of Transfer T21302/1984.

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20,25% (twenty comma two five 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, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. k11/605/gd.)

Case 16276/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Themba Alfred Nene**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 4 October 1993, and writ of execution dated 4 October 1993, the immovable property listed hereunder will be sold in execution on Friday, 23 September 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 3762, Imbali 11, in the Township of Edendale, in the District of Pietermaritzburg, Natal, in extent 372 square metres as described on Deed of Grant 11261, also known as 2887 Sambane Road, Imbali 11.

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17,25% (seventeen comma two five 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, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. k11/532/gd.)

Case 1675/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Moses Jerry Mhlongo**, First Defendant, and **Winnie Sizakele Thabethe**, Second 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 23 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:

Q87, Umlazi Township, District of Umlazi, Natal, held under Deed of Grant 2147/203.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Q87 Umlazi Township, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 17th day of August 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. RNS/jh/04/K0091/94.)

Case 10240/94

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Margaret Zanele Msomi**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 7 June 1994, the writ of execution dated 7 June 1994, the immovable property listed hereunder will be sold in execution on Friday, 23 September 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 3310, Imbali 11 in the Township of Edendale, District of Pietermaritzburg, in extent 308 square metres and described on Deed of Grant 1619.

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% (seventeen 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, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. k1L/615/gd.)

Case 10248/94

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Makosonke Simon Mbanjwa**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 2 June 1994 and writ of execution dated 3 June 1994, the immovable property listed hereunder will be sold in execution on Friday, 23 September 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 2568, Imbali 11, in the Township of Edendale, District of Pietermaritzburg, in extent 297 square metres and described on Deed of Grant 13401.

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% (seventeen 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, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. k1L/619/gd.)

Case 13205/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **M. R. G. de Araujo**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 2 August 1994, the property listed hereunder will be sold in execution on 30 September 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 417, New Germany Extension 4, situated in the Borough of New Germany and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand eight hundred (1 800) square metres.

Postal address: 26 Bierbaum Street, New Germany, 3610.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of two lounges, dining-room, study, kitchen, four bedrooms, two bathrooms, two showers, two w.c.'s, two garages, servant's room and w.c. Flat: Lounge, kitchen, two bedrooms, sewing room, two bathrooms, two w.c.'s, shower and scullery. Driveway, patio and paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 22nd day of August 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/206.)

Case 1263/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI**

In the matter between **NBS Bank Limited (Reg. No. 87/01384/06)**, Execution Creditor, and **Dumisani Cyprian Nkosi**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Umlazi and writ of execution dated 10 August 1993, the property listed hereunder will be sold in execution on 5 October 1994 at 11:30, at the main South-entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flagpost), to the highest bidder:

Ownership Unit Z1612, situated in the Township of Umlazi, in the District of Umlazi, in extent four hundred and forty-one (441) square metres.

Postal address: Unit Z1612, Umlazi Township, P.O. Ntokozweni, 4066.

Town-planning zoning: Residential.

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

A single storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., fencing, steps and burglar guards.

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 Messenger of the Court, Umlazi. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 22nd day of August 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/170.)

Case 553/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI**

In the matter between **NBS Bank Limited (Reg. No. 87/01384/06)**, Execution Creditor, and **Sipho Patrick Kuzwayo**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Umlazi and writ of execution dated 26 May 1994, the property listed hereunder will be sold in execution on 5 October 1994 at 11:30, at the main South-entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flagpost), to the highest bidder:

Ownership Unit Z2119, situated in the Township of Umlazi, in the District of Umlazi, in extent six hundred and thirteen (613) square metres.

Postal address: Z2119 Msijini Road, Umlazi Township, 4066.

Town-planning zoning: Residential.

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

A double storey concrete block and tile dwelling consisting of:

Lounge/dining-room, kitchen, three bedrooms, bathroom, two w.c.'s, porch, fencing, paving slabs and steps.

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 Messenger of the Court, Umlazi. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 22nd day of August 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/270.)

Case 64564/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Russell Grant Cass**, Defendant

By virtue of a judgment of the above Honourable Court dated 1 February 1994, and a warrant of execution issued thereunder, the immovable property which is described hereunder, will be sold in execution on 27 September 1994 at 14:00, at the Durban Magistrate's Court, Somtseu Road, Durban, voetstoots, to the highest bidder:

Property description: Lot 1946, Durban North, situated in the City of Durban, Administrative District of Natal, in extent 1 189 (one thousand and eighty-nine) square metres, held under Deed of Transfer T16214/88, subject to the conditions therein contained.

Physical address of property: 71 St. Andrews Drive, Durban North.

Zoning of property: Special Residential.

Improvements to property (but nothing is guaranteed in respect hereof): Single-storey dwelling of plastered brick construction under lipped tiled roof consisting of lounge, dining-room, kitchen, laundry, four bedrooms, granny flat comprising of lounge, bedroom, kitchenette and separate w.c. Outbuildings consisting of servants' quarters, sur/w.c., store-room, Gunite swimming-pool and face brick boundary wall.

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, together with the auctioneer's commission plus Value-Added Tax, in cash immediately after the sale. The balance of the purchase price together with interest as set out in the conditions of sale shall be payable against transfer to be secured, in the interim, by a bank or building society guarantee, to be furnished to the Sheriff of the Magistrate's Court, Durban North, within 14 (fourteen) days after the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the conditions of sale.
5. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer upon request by the said attorneys.
6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, and at the offices of the Execution Creditor's attorneys.

Dated at Durban.

Woodhead, Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. RN/gdp 43F121.A3.)

Case 1850/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sipho Cleophas Shezi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-mentioned Defendant, will be sold in execution on 23 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 N509, situated in Umlazi Township, Umlazi, Natal, in extent 1003,5 (one thousand and three comma five) square metres, represented and described in Deed of Grant 179/1977.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership unit N509, situated in Umlazi Township, Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 17th day of August 1994.

Austen Smith, Plaintiff's Attorney, Warsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0098/B3.)

Case 1315/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Zakhele Stanley Gcwensa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-mentioned Defendant, will be sold in execution on 23 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 772 Unit Q, in the Township of Umlazi, District of Umlazi, Natal, in extent 430 (four hundred and thirty) square metres, represented and described in Deed of Grant 1827/195.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 772 Unit Q, in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 17th day of August 1994.

Austen Smith, Plaintiff's Attorney, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0198/B4.)

Case 3176/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Maganathan Govender**, First Defendant, and **Mrs Jalutchmi Govender**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 13 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 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 23 September 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 360, Everest Heights, situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board, Administrative District of Natal, in extent 1 059 (one thousand and fifty-nine) square metres, which property is physically situated at 39 Tensing Way, Everest Heights, Verulam, 4340, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T27140/89.

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, bathroom/shower, bathroom/toilet, double garage, granny flat consisting of lounge/dining-room, kitchen, bathroom/toilet and bedroom.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 17th 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/016/033697/Mrs Chetty.) (Docex 71.)

Case 3790/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Anneline Kinnear**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 20 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 District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 23 September 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

(a) Section 1, as shown and more fully described on Sectional Plan SS194/1982, in the building or buildings known as Windsong, situated at Umdloti, of which the floor area, according to the said sectional plan, is 174 (one hundred and seventy-four) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, which property is physically situated at 1 Windsong, 26 Beach Road, Umdloti, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST1297/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a sectional title unit consisting of lounge/dining-room, three bedrooms, bathroom/toilet, shower/toilet, kitchen, patio and tandem garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 15th day of 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/016/034603/Mrs Chetty.) (Docex 71.)

Case 3174/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Sachinder Paruth Paruth**, First Defendant, and **Mrs Archie Paruth**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 1 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District Two, at the front of the Magistrate's Court, Moss Street, Verulam, on Friday, 23 September 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 538, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent one hundred and ninety-eight (198) square metres, and Lot 539, Castlehill, situated in the City of Durban, Administrative District of Natal, which property is physically situated at 11 Flagcastle Place, Castlehill, Newlands West, 4035, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T17638/87.

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 and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per 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 cent) per annum compounded monthly in advance on the amount referred to in conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 12th 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/U016/033668/Mrs Chelin.)

Case 3950/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Mahabeer Thirathlal**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 21 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 27 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 6031 (of 5964) of the farm Chat Seven No. 14780, situated in the City of Durban, Administrative District of Natal, in extent 209 (two hundred and nine) square metres, now known as Subdivision 6031 (of 5964), of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 209 (two hundred and nine) square metres, which property is physically situated at 50 Timeura Grove, Moorton, Chatsworth, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T28554/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under asbestos dwelling consisting of lounge, kitchen, two bedrooms, shower and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per 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 15,25% (fifteen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 16th 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/U016/034738/Mrs Chelin.)

Case 35060/93

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

In the matter between **The Standard Bank of SA Limited**, Plaintiff, and **Appalsamy Sathiah**, Defendant

In terms of a judgment in the above Honourable Court, dated 4 October 1993, a sale in execution will be held on Thursday, 29 September 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the undermentioned property owned by the Defendant will be sold by the Sheriff, Durban South, to the highest bidder:

Description: Subdivision 4, of Lot 3553, Isipingo Extension 24, situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 336 square metres.

Physical address: 6 Cocos Avenue, Lotus Park, Isipingo, Durban.

The following information is furnished but not guaranteed: A double storey house with tiled roof, brick building, two bedrooms, bedroom en suite, shower, basin toilet, bathroom with bath, basin, toilet, toilet with basin, lounge tiled, dining-room tiled, kitchen incomplete, garage incomplete, room bottom of house incomplete.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. A cash deposit of ten per centum (10%) of the purchase price together with the auctioneer's commission to be paid immediately after the sale is concluded, the balance of the purchase price against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff, Durban South, within fourteen (14) days of the date of sale.
3. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rates and taxes and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban South, at 101 Lejaton Building, 40 St Georges Street, Durban.

Dated at Durban this 18th day of August 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 21st Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. Collections/eb C35788.3812.)

Case 002349/94

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

In the matter between **Harritex Dienste BK** (CK90/15742/23), handeldrywende as Noord Suid Vragdienste, Plaintiff, and **Mr Danny Sukkessan**, trading as CNA Freight Lines, First Defendant, and **Mrs Saras Sukkessan**, trading as CNA Freight Lines, Second Defendant

In pursuance of a judgment granted on 3 June 1994 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 27 September 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being Subdivision 979 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and fifty-three (953) square metres.

Postal address: 150 Parkside Road, Silverglen.

Improvements: Double storey brick under tile roof dwelling comprising of five bedrooms, two kitchens, two lounges, two toilet/bathrooms, double balcony, downstairs, TV, lounge, kitchen, lounge, bathroom and toilet, verandah.

Outbuilding: Two bedrooms, kitchen, toilet and bathroom.

Town-planning: Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law. The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, or at our offices.

S. C. Coetzee, c/o Ash Haripersad & Partners, Plaintiff's Attorneys, First Floor, Montford Service Station, 160 Road 701, Chatsworth.

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

In the matter between **Allied Bank** (a Division of ABSA Bank Limited, No. 86/04794/06), Execution Creditor, and **Sthmbiso Doctor Mbonambi**, First Execution Debtor, and **Duduzile Patricia Mbonambi**, Second Execution Debtor

In pursuance of a judgment granted on 26 April 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Wednesday, 28 September 1994 at 10:00, in front of the Magistrate's Court, south entrance, under the Flag Pole, Umlazi, to the highest bidder:

Description: A certain piece of land being: Ownership Unit Z2107, in the Township of Umlazi, as more fully shown on General Plan PB277/1987, held under Deed of Grant G007691/88.

Postal address: Ownership Unit Z2107, Umlazi.

Improvements: Brick and plastered dwelling with tiled roof, consisting of three bedrooms, bathroom, kitchen, dining-room and electricity.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff's, within 14 (fourteen) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
 4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Umlazi, or at our offices.
- Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/022285.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Kev's Aluminium Installations**, Execution Creditor, and **S. A. Luthuli**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Verulam, and writ of execution dated 29 April 1994, the immovable property listed hereunder will be sold in execution on 30 September 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Site E463, in the Township of kwaMashu, District of Ntuzuma, represented and described on General Plan PB121/1986, in extent 302 square metres.

The immovable property is situated at E463, Ntombela Road, kwaMashu.

Zoning: Special Residential.

Improvements: A brick under asbestos dwelling comprising two bedrooms, lounge, kitchen, outside toilet and no bathroom.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Possession: "Vacant Possession" is not guaranteed. Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.
2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.
4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.
5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.] (Ref. T. Rajkumar/rc.)

Dated at Durban this 8th day of August 1994.

P. E. Price, for Chapman Dyer Miles & Moorhead Inc., Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. [Tel. (031) 304-2511.] [Fax (031) 304-2870/304-2522.] (Ref. PEP/ml/10 N P 4646/94) (PEP408.FCL.)

Case 1395/94

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

In the matter between **ABSA Bank Limited** (No. 86/04794/06, trading as Allied Bank), Plaintiff, and **Sarojini Sukhessan**, Defendant

In pursuance of a judgment granted on 2 May 1994, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 September 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 979 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent (953) nine hundred and fifty-three square metres.

Street address: 150 Parkside Road, Chatsworth.

Improvements: Double storey brick under tile roof dwelling, comprising: *Upstairs:* Five bedrooms, two kitchens, two lounges, two toilets, washbasin and tub and double balcony. *Downstairs:* TV-lounge, kitchen, separate lounge, bathroom and toilet and verandah. *Outbuildings:* Two bedrooms, kitchen, toilet and bathroom. Held under Deed of Transfer T6252/92.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth.

Dated at Durban this 26th day of August 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z24164.)

Case 22459/94

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

In the matter between **Dr S. P. Pillay**, First Execution Creditor, **Dr S. W. Pillay**, Second Execution Creditor, and **Mr K. S. Pillay**, Third Execution Creditor

In pursuant of a judgment granted on 16 June 1994 in the Magistrate's Court, Durban, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 September 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, and conditions to be read by the Sheriff at the time of sale, to the highest bidder:

Description: One-quarter (1/4) share in and to Lot 603, Tongaat, situated in the Township of Tongaat, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 8 195 (eight thousand one hundred and ninety-five) square metres, held under Deed of Transfer T17221/1974 dated 3 October 1974.

Physical address: 45 Casuarina Road, Tongaat, Natal.

The property has been improved by the erection of five (5) cottages as follows:

Cottage 1: Brick and asbestos building, water and lights, two bedrooms, lounge, kitchen cum dining and shower with toilet.

Cottage 2: Brick and asbestos building, water and lights, two bedrooms, lounge, kitchen cum dining and shower with toilet,

Cottage 3: Brick and asbestos building, water and lights, two bedrooms, lounge cum dining, kitchen, toilet and bathroom.

Cottage 4: Brick and asbestos building, water and lights. Upstairs: Lounge cum dining, study, kitchen, toilet and shower and fully fenced.

Cottage 5: Brick and asbestos building, water and lights, bedroom, lounge, kitchen and toilet and shower.

Nothing is guaranteed in respect of such improvements on the property.

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 shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer which balance is to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder 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. If transfer of the property is not registered within six (6) weeks after the sale, the purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 15,25% (fifteen comma two five per cent) per annum, on the amount of the award to the Execution Creditor in the plan of distribution as from the transfer, and to pay any other bondholders at the rate stipulated in such bonds on the award to such bondholders in the Sheriff's distribution account for the above period.

4. Transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs, transfer dues, arrear rates Value-Added Tax, current and arrear rates, levies and 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, District of Inanda, Area No. Two (2), Suite 7, Foresum Centre, old Main Road, Tongaat. Tel. (0322) 92-1000.

Dated at Verulam on this the 26th day of August 1994.

Chabilall and Co., Execution Creditor's Attorneys, Suite 6/8, First Floor, Greenfield Towers, Wick Street, Verulam.

Case 13094/94

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

In the matter between **kwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Sliphiwe Arthu Ntombela**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 14 July 1994, the writ of execution dated 14 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 23 September 1994 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit No. 3258, Imbali 11, Edendale, Pietermaritzburg, in extent 297 square metres and described on Deed of Grant No. 12747.

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% (seventeen 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, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref: K1L/622/gd.)

Case 4425/93

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Bongiwe Carline Kheswa**, Execution Debtor

In execution of a judgment of the Magistrate's Court, Pietermaritzburg, the following immovable property belonging to the above-named Defendant, will be sold in execution on 23 September 1994 at 11:00, by the Sheriff of the Magistrate's Court, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit No. 799 Unit T, situated in the Township of Edendale, in the District of Pietermaritzburg, Natal.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit No. 799 Unit T, situated in the Township of Edendale, in the District of Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the office of Austen Smith, Warmley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 25th day of August 1994.

Austen Smith, Plaintiff's Attorneys, Warmley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0073/B3.)

Case 351/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Ntombi Mavis Mathonsi**, Execution Debtor

In execution of a judgment of the Magistrate's Court, Camperdown, the following immovable property belonging to the above-named Defendant, will be sold in execution on 23 September 1994 at 11:00, by the Sheriff of the Magistrate's Court, 5 Bishop Street, Camperdown, to the highest bidder for cash, without reserve:

Ownership Site A824, in the Township of Mpumalanga, in the District of Mpumalanga, Natal, in extent 450 (four hundred and fifty) square metres, as represented and described in Deed of Grant 3651/87 dated 13 March 1987.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Site A824, in the Township of Mpumalanga, in the District of Mpumalanga, 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, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal during normal office hours.

Dated at Pietermaritzburg this 23rd day of August 1994.

Austen Smith, Plaintiff's Attorney, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0178/B4.)

Case 2814/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sheriff Bailey Estates CC**, First Defendant, **Geoffrey William Bailey**, Second Defendant, and **Peter Alfred Gordon Sheriff**, Third Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve, at the entrance to the Sheriff's Office, 12 Campbell Road, Howick, Natal, on Friday, 23 September 1994 at 10:00:

Description: The remainder of Lot 321, Howick, situated in the Borough of Howick, Administrative District of Natal, in extent one thousand nine hundred and ninety-five (1 995) square metres, held under Deed of Transfer T3190/90.

Physical address: 3 Mare Road, Howick, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under iron roof consisting of two bedrooms, lounge, dining-room, two bathrooms with toilets, and kitchen.

Outbuilding: Store-room.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 12 Campbell Road, Howick, Natal.

Dated at Durban on this 22nd day of August 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/SB.627/J. C. Jones.)

Case 425/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, No. 86/04794/06, Plaintiff, and estate late **A. P. Govender**, Defendant

In pursuance of a judgment granted on 24 August 1992, in the Court of the Magistrate, Scottburgh, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Scott Street, Scottburgh, on Friday, 14 October 1994 at 10:00:

Description: Subdivision 4 (of 1) of Lot 5, Craigieburn, situated in the Development Area of Craigieburn, Umzinto Regional Water Services Area, Administrative District of Natal, in extent one thousand two hundred and eighty-three (1 283) square metres.

Postal address: 6 Tulip Place, Craigieburn.

Improvements: Brick and cement under tile dwelling consisting of open plan kitchen, dining-room, lounge with fireplace, front porch, side porch, three bedrooms, prayer room, bathroom, separate toilet and partially completed toilet.

Town-planning zone: Residential.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.
2. The purchaser shall pay a deposit of 10% (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 within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per cent) per annum 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 both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Scottburgh, 1 Saville Place, Scottburgh.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

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 1933, or any amendment thereof. The purchaser will be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

Dated at Amanzimtoti on this the 31st day of August 1994.

Brogan & Olive, Plaintiff's Attorneys, 7 Ibis Lane, Amanzimtoti, c/o C. J. Moggridge, First Floor, Surfer's Paradise Building, Scottburgh. (Ref. L. F. Olive/mt/41/A001132.)

Case 22459/93

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

In the matter between **City Council of the City PMB**, Execution Creditor, and **B. J. Madlala**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 29 December 1993, the following immovable property will be sold in execution on 21 October 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 229 (of 149) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred (200) square metres, represented and situated at 7 Wilgeboom Place, Eastwood, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 23rd day of August 1994.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1611/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Rohithlall Serrilall Maharaj**, First Defendant, and **Elizabeth Barbara Maharaj**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 19 July 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 Greytown in front of the Magistrate's Court, Bell Street, Greytown, Natal, on Tuesday, 27 September 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's office at 119 Voortrekker Street, Greytown, Natal, namely:

Subdivision 3 of Lot 65 Greytown, situated in the Borough of Greytown, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres, which property is physically situated at 169 Sargeant Street, Greytown, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T10858/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of a lounge, dining-room, kitchen, three bedrooms, three bathrooms with toilets and a veranda. There is an outbuilding consisting of two garages and a servant's room.

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 centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 20th day of August 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 43803/92

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

In the matter between **Bankorp Limited**, Plaintiff, and **V H N Property Investments CC**, Defendant

In pursuance of a judgment in the Durban, Magistrate's Court at Durban, dated 26 November 1992 and 13 April 1994, the following immovable property will be sold in execution on 27 September 1994 at 14:00, at the main entrance to the Magistrate's Court, Durban, to the highest bidder:

Description: Remainder of Subdivision 28 (of 1) of Lot 776, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent 2 777 square metres.

Physical address: 99 Glenardie Avenue, Clare Estate, Durban.

The following information is furnished but not guaranteed:

There are no improvements on the property which comprises vacant land.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. A cash deposit of 10% (ten per centum) of the purchase price together with the Auctioneer's commission to be paid immediately after the sale is concluded, balance of the purchase price against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff, Durban, within 14 (fourteen) days of the date of sale.
3. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rates, taxes and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban North.

Dated at Durban this 29th day of August 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban. (Tel. 305-7595.) (Ref. J. WHITTLE/MS P. BOSMAN/ah).

Case 64196/93

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Allied Bank Division, Plaintiff, and **Bala Krishnan**, Defendant

In pursuance of a judgment granted on 20 December 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 September 1994 at 10:00, in front of the Magistrate's Court Building, Justice Street, Chatsworth:

Description: Subdivision 3056 (of 3052) of the farm Chat Seven No. 14780, now known as Subdivision 3056 (of 3052) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent two hundred and seventeen (217) square metres.

Street address: House 244, Road 701, Montford, Chatsworth.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising of three bedrooms, lounge, kitchen, bathroom and toilet.

Outbuildings: Garage, two rooms and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential (180 square metres min plot size) (the accuracy hereof is not guaranteed).

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
- 2.1 The purchaser shall pay a deposit of 10% (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 for the Magistrate's Court within 14 days after the sale to be approved by the Plaintiff's attorneys.
- 2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Allied Building Society Limited and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.
3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, at 12 Oak Avenue, Kharwastan.

Dated at Durban this 8th day of August 1994.

Romer Robinson & Catterall, Plaintiff's Attorneys, Seventh Floor, Allied Building, Gardiner Street, Durban.

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 **Raymond Dorasamy**, Defendant

In pursuance of a judgment granted on 27 June 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 September 1994 at 10:00, in front of the Magistrate's Court Building, Somtseu Road, Durban:

Description: Lot 559, Merewent, situated in the City of Durban, Administrative District of Natal, in extent four hundred and seven (407) square metres.

Street address: 74 Rajmala Road, Merebank, Durban.

Improvements: Single storey seimi-detached dwelling comprising of lounge, kitchen, two bedrooms, toilet and bath.

Outbuildings: Incomplete two rooms (garage has been converted into a room) (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential (180 square metres min plot size) (the accuracy hereof is not guaranteed).

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (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 for the Magistrate's Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Allied Building Society Limited and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, at 101 Lejaton Building, 40 St George's Street, Durban.

Dated at Durban this 8th day of August 1994.

Romer Robinson & Catterall, Plaintiff's Attorneys, Seventh Floor, Allied Building, Gardiner Street, Durban.

Case 10097/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Printpak Limited**, Plaintiff, and **Terence Victor Rondi**, First Defendant, and **Gianpaulo Montagna**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Couper Street, Stanger, on Friday, 30 September 1994 at 10:00:

Description: Section 12, Caribbea, situated at Ballito, Borough of Ballito of which the floor area according to the section plan SS214/1986 is 182 (one hundred and eighty-two) square metres.

Physical address: 12 Caribbea Estates, Caryn Street, Ballito, Natal.

Zoning: Special Residential.

The property consists of the following: One brick under tile top floor flat consisting of kitchen, lounge/dining-room, three bedrooms, main en suite, bathroom and a small balcony and double garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 116 Couper Street, Stanger, Natal.

Dated at Durban this 22nd day of August 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. G. Rademeyer/S. L. Mayes/C.143.)

Case 15930/94
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited**, Execution Creditor, and **Mongi Brian Mzobe**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 3 June 1994, the immovable property listed hereunder will be sold in execution on 28 September 1994 at 10:00, at the south entrance to the Magistrate's Court, Umlazi, to the highest bidder:

Description: Ownership Unit M1367, situated in the Township of Umlazi, District of Umlazi, in extent 416 (four hundred and sixteen) square metres, held under Deed of Grant G5414/86, the immovable property is situated at M1367, Umlazi.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising of three bedrooms, dining-room, kitchen, bathroom and concrete fence.
NB! Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed, premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's Attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Umlazi, V1030, Block C, Room 4, Umlazi. Telephone number (031) 906-1713, (Ref. Mr C. Parker/39824/03/94/M137/BP/tp.)

Dated at Durban on this the 24th day of August 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban.
(Ref. DS/dsr/05/N4698/94/N86.)

Case 4874/89

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

In the matter between **Receiver of Revenue**, Judgment Creditor, and **R. Brijlall**, trading as Masters Truck and Bodies, Judgment Debtor

In pursuance of judgment granted on 20 June 1989, 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 30 September 1994 at 10:00 at the front entrance to the Magistrate's Court building, Moss Street, Verulam, to the highest bidder:

Description: A unit consisting of Lot 131, Rydalvale, situated in the City of Durban, Administrative District of Natal, in extent five hundred and fifty-seven (557) square metres. *Postal address:* 29 Southvale Road, Rydalvale, Phoenix.

Improvements: Brick under tile dwelling comprising three bedrooms, bedroom with en suite, lounge and dining-room together, kitchen, toilet and bathroom and precast fencing, water and lights facilities.

Held by the Defendant in his name under Deed of Transfer T20047/1987.

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 15,5% (fifteen comma five per cent) per annum calculated and capitalized 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 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Umhlanga Rocks on this the 31st day of August 1994.

A. J. M. Pearce, for Gavin Gow & Co., Suite 15, First Floor, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320.
(Ref. Colls/Mandy/R391.)

Case 42/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **T. R. Cindi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 8 June 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 27 September 1994 at 15:00 in front of the Magistrate's Court, Ezakheni:

Unit E2339, Ezakheni, in extent 606 square metres, situated in the District of Ennambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G000722/90.

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: 60 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 27 September 1994 at 15:00 at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 26th day of August 1994.

Maree & Pace, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF509.)

Case 46/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. B. Msibi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 10 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 27 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D2008, Ezakheni, in extent 200 (two hundred) square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G005339/91.

The following information is furnished regarding the improvements and in its respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room and dining-room combined, bathroom, toilet and wash basin, extent 200 (two hundred) 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 27 September 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 (one hundred rand) in value above the preceedings bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 (twenty-one) days.

Dated at Ladysmith on this the 26th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF516.)

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 **H. A. Buthelezi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 8 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 27 September 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E1036, Ezakheni, in extent 450 (four hundred and fifty) square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G002123/93.

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 450 (four hundred and fifty) 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 27 September 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 (one hundred rand) in value above the preceedings bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 (twenty-one) days.

Dated at Ladysmith on this the 26th day of August 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF508.)

ORANJE-VRYSTAAT ORANGE FREE STATE

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Johannes Jurgens Reynders** (I.D. No. 5510045053009), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Magistrate's Court, McCullum Street, Bultfontein, 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, 12 President Swart Street, Bultfontein, prior to the sale:

"Erf 172, geleë in die dorp en distrik Bultfontein, groot 1 391 (eenduisend driehonderd een-en-negentig) vierkante meter, gehou kragtens Transportakte T14272/1991" situated at 36 Theunissen Street, Bultfontein, consisting of:

A dwelling-house with four bedrooms, kitchen/dining-room/lounge, two stoeps, two bathrooms, two toilets, store-room, fenced with diamond mesh and concrete, burglar proofing, zink roof and wall-to-wall carpets. A flat consisting of two rooms.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (NS198A).

Saak 3494/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Allied Bank**, Eiser, en **Mzikayise Philemon Mbatha**, Eerste Verweerder, en **Tozi Eunice Mbatha**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 29 Januarie 1993, en 'n lasbrief vir eksekusie teen onroerende goed sal die volgende eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Landdroshof-wet, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste aanbieder op 16 September 1994 om 10:00, te die Landdroshof, Weeberstraat, Odendaalsrus:

Sekere Erf 1390, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, grootte 303 vierkante meter, gehou deur die Verweerder kragtens Huurpagsertifikaat TL2462/88, bekend as Erf 1390, Kutlwanong.

Verbeterings: Woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet (niks waarvan gewaarborg word nie).

Terme:

1. Die 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 Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

2. Die koper sal verplig wees om op versoek van die Eiser se Transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seelregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat 40, Conroygebou, Odendaalsrus, ingedien word. Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus hierdie 24ste dag van Augustus 1994.

M. C. Louw, vir Daly & Neumann Ing., Prokureur vir Eiser, Dalmanhuis, Graafstraat, Welkom, 9459. (Verw. M. C. Louw/wh/A1459); p.a. Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus, 9480.

Saak 22541/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit**, Eiser, en **Coetzee W. A. en H. C. P.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van 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 22303, geleë in die stad en distrik Bloemfontein, groot 748 vierkantemeter, gehou kragtens Akte van Transport 3939/1992 geregistreer op 28 Februarie 1992 (perseeladres Kiepersollaan 64, Lourierpark, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, woonkamer, twee badkamers en kombuis.

Buitegeboue: Toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 24ste dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 2378/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **R. J. Motseki**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 23 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:

Die Verweerder se reg, titel en belang in die huurpag ten opsigte van Perseel 4274 geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 4274 AAC, Thabong, Welkom, groot 295 (tweehonderd vyf-en-negentig) vierkante meter soos aangedui op Algemene Plan L549/1983 en gehou kragtens Transportakte TL1335/1989 geregistreer op 1 Junie 1989.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 24 Augustus 1994.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21934).

Saak 6437/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **Z. P. Ndobela**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 28 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 30 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 19433, geleë te en bekend as 19433 Orange Grove, Thabong, Welkom, gesoneer vir woondoeleindes, groot 253 vierkante meter, gehou kragtens Transportakte TL1913/90.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetsoots 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 23ste dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Case 5008/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Joseph Dube**, First Defendant, and **Mosaonnawa Grace Dube**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 25 May 1993 and warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder on 30 September 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 159, situated in the City of Welkom, district of Welkom, measuring 833 square metres, held by the Defendants by virtue of Deed of Transfer T19053/92, known as 15 Slyusken Street, Rheeders Park, Welkom.

Improvements: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, servant's quarter, garage, toilet and shower (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 conveyancers 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 the 26th day of August 1994.

M. C. Louw, for Daly & Neeumann Incorporated, Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/UN72.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nomgidi Ellen Galawe**,
Id. No. 5409290360088, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 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:

Erf 15937, Mangaung, District of Bloemfontein, measuring 398 (three hundred and ninety-eight) square metres, as shown on General Plan L66/1988, held under Deed of Transfer TL11273/1991, subject to the conditions contained therein, consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 or part thereof, 3% (three per centum) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS498A.)

Case 1442/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Fanie Samuel Ngobeni**, Id. No. 5504275226088, First Defendant and **Kelibile Eliza Ngobeni**, Id. No. 5211280239086, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 23 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, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 4798, situated in the Township of Heidedal Extension 10, District of Bloemfontein, measuring 280 (two hundred and eighty) square metres, held by Deed of Transfer T4233/1993, subject to the conditions contained therein and especially subject to the reservation of mineral rights as well as reversionary rights, consisting of ruins of a house.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 or part thereof, 3% (three per centum) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS238A.)

Saak 7082/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

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

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 4 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 30 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 11670, geleë te en bekend as 11670, Thabong, Welkom, gesoneer vir woondoeleindes, groot 348 vierkante meter, gehou kragtens Transportakte TL1584/89.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoot 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 kantore by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 25ste dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Case 1825/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Gerhardus Cornelius du Plessis** (I.D. No. 6711105023085), First Defendant, and **Monica du Plessis** (I.D. No. 7005260254983), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, on Friday, 23 September 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 22662 (Bloemfontein Extension 147), situated in the City and District of Bloemfontein, measuring 741 (seven hundred and forty-one) square metres, held by the Mortgagor by Deed of Transfer T19154/1993, subject to the conditions referred to therein and more especially subject to the reservation of Mineral Rights referred to therein, situated at 15 Kiepersol Avenue, Lourier Park, Bloemfontein, consisting of: Three bedrooms, lounge/dining-room, bathroom/toilet, kitchen, tile roof, wall to wall carpeting and novilon in kitchen.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. ND2543).

Case 1073/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Barneys Bakstene (Edms.) Beperk**, First Defendant, and **Willem Jacobus Swart** (I.D. No. 5401105052000), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the office of the Sheriff, 36(B) Roux Street, Bethlehem, on Friday, 23 September 1994 at 11:00, of the undermentioned property of the First 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, 36(b) Roux Street, Bethlehem, prior to the sale:

"Sekere Onderverdeling 2 van die plaas Annandale No. 571, geleë in die distrik Bethlehem, groot 21,5025 (een-en-twintig komma vyf nul twee vyf) hektaar, onderworpe aan en geregtig tot sekere sertiwute kragtens Notariële Akte van Serwituut 215S/1967, soos genoem in en gehou kragtens Akte van Transport T590/1967", consisting of certain huts of straw or huts of clay. The property is also fenced.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. ND2172); Telephone enquiries: The Sheriff, F. A. du Preez. [Tel. (058) 303-5217.]

VERKOPING

Die verkoping sal gehou word by die Landdroskantoor te Parys, op Woensdag, 28 September 1994 om 10:00:

Eksekusiekrediteur: **Nedcor Bank Beperk**

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

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

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

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

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

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan, tesame met die Balju se kostes, onmiddellik na die verkoping, in kontant of deur bankgewaarborgde tjeks, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

(f) In gebreke met die bepaling van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoop is beskikbaar by die kantoor van die Balju, Parys.

Saaknommer: 594/94

Vonnisskuldenaar: **T. S., en M. A. Ditlhakanyane.**

Eiendom: Erf 3016, Tumahole, Parys.

Verwysing: (C. F. Swanepoel/ej/SAP835/N4425.)

Beskrywing: 'n Woonhuis met twee slaapkamers, sitkamer, badkamer en kombuis.

Groot: 360 (driehonderd-en-sestig) vierkante meter.

Geteken te Parys op hierdie 24ste dag van Augustus 1994.

C. F. Swanepoel, vir De Villiers & Joynt, Eiser se Prokureur, Dolfstraat 63, Posbus 43, Parys, 9585. (Tel. 0568-2181/2/3.)

Saak 178/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **J. J. de Lange**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogenoemde saak, sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 23 September 1994 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 336, geleë in die Riebeeckstad-dorpsgebied, distrik Welkom, ook bekend as Luciastraat 29, Riebeeckstad, Welkom, groot 952 (negehonderd twee-en-vyftig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T6955/1989, geregistreer 14 Julie 1989.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, eetkamer, familiekamer, vier slaapkamers, kombuis, badkamer en aparte toilet asook badkamer/stort/toilet en buitegeboue met 'n dubbelmotorhuis en afdak vir twee motors, waskamer en bediendekamer met toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Datum: 29 Augustus 1994.

L. D. Y. Booyen, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W20868.)

Saak 22676/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit**, Eiser, en **Van Vuuren J. J. C. en N.**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 7 Maart 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 15794, geleë in die stad en distrik Bloemfontein, groot 870 (agthonderd-en-sewentig) vierkante meter, gehou kragtens Akte van Transport 2999/1979, geregistreer op 10 April 1979. (*Perseeladres:* Rooiwalsingel 41, Uitsig, Bloemfontein).

Die volgende verbeterings is aangebring, maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, TV-kamer, badkamer en kombuis. *Buitegeboue:* Motorhuis, toilet en bediendekamer.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnestraat 5, Bloemfontein, gedurende kantoor-ure.

Geteken te Bloemfontein hierdie 26ste dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingegebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Case 5864/94

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

In the matter between **Khayaletu Home Loans Pty Ltd**, Plaintiff, and **Nku Jonas Mabuya**, First Defendant, and **Kelisaletse Winky Mabuya**, Second Defendant

On Friday, 30 September 1994 at 11:00, a public sale will be held in front of the Magistrate's Court, Tulbagh Street, Welkom, at which the Sheriff, pursuant to a judgment of the Court and warrant for execution and attachment in execution thereunder, will sell:

Stand 16190, together with all improvements thereon situated in the Township of Thabong, District of Welkom, measuring 240 (two hundred and forty) square metres (no guarantee in respect of improvements is given), held under Deed of Grant TL14251/91.

Detached single storey brick and or cement residence under iron, tile or asbestos roof, consisting of lounge, kitchen, bathroom and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. deposit of 10% (ten per centum) cash immediately after the sale, guarantee for the balance within 30 days after the sale;
3. possession and occupation on payment of deposit and cost;
4. further conditions available at Sheriff's office.

Dated at Welkom on this 26th day of August 1994.

Fanus Buys, Ground Floor 2, Heeren Building, Buiten Street, Welkom.

Case 2370/94

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

In the matter between **Khayaletu Home Loans Pty Ltd**, Plaintiff, and **Phatsoane David Tsokodibane**, First Defendant, and **Sereteng Elizabeth Tsokodibane**, Second Defendant

On Friday, 30 September 1994 at 11:00, a public sale will be held in front of the Magistrate's Court, Tulbagh Street, Welkom, at which the Sheriff, pursuant to a judgment of the Court and warrant for execution and attachment in execution thereunder, will sell:

Stand 16176, together with all improvements thereon situated in the Township of Thabong, District of Welkom, measuring 288 (two hundred and eighty-eight) square metres (no guarantee in respect of improvements is given), held under Deed of Grant TL10829/91.

Detached single storey brick and or cement residence under iron, tile or asbestos roof, consisting of lounge, kitchen, bathroom and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. deposit of 10% (ten per centum) cash immediately after the sale, guarantee for the balance within 30 days after the sale;
3. possession and occupation on payment of deposit and cost;
4. further conditions available at Sheriff's office.

Dated at Welkom on this 26th day of August 1994.

Fanus Buys, Ground Floor 2, Heeren Building, Buiten Street, Welkom.

Case 2504/94

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

In the matter between **Khayaletu Home Loans Pty Ltd**, Plaintiff, and **Amos Backston**, First Defendant, and **Dineo Roseline Backston**, Second Defendant

On Friday, 30 September 1994 at 11:00, a public sale will be held in front of the Magistrate's Court, Tulbagh Street, Welkom, at which the Sheriff, pursuant to a judgment of the Court and warrant for execution and attachment in execution thereunder, will sell:

Stand 14798, together with all improvements thereon situated in the Township of Thabong, District of Welkom, measuring 240 (two hundred and forty) square metres (no guarantee in respect of improvements is given), held under Deed of Grant TL9995/90.

Detached single storey brick and or cement residence under iron, tile or asbestos roof, consisting of lounge, kitchen, bathroom and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. deposit of 10% (ten per centum) cash immediately after the sale, guarantee for the balance within 30 days after the sale;
3. possession and occupation on payment of deposit and cost;
4. further conditions available at Sheriff's office.

Dated at Welkom on this 26th day of August 1994.

Fanus Buys, Ground Floor 2, Heeren Building, Buiten Street, Welkom.

Saak 1950/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **E.P. Bouvereniging**, Eiser, en **Makane Edward Hlatwayo**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Welkom, gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 11 April 1994, sal die volgende eiendom per publieke veiling vir kontant, op 30 September 1994 om 11:00, te die Tulbagh-ingang tot die Landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Perseel 19494, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 19494 Thabong.

Die eiendom bestaan uit, onder andere, die volgende: Woonhuis met buitegeboue.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne 7 (sewe) dae na datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die Prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Welkom, Oranje-Vrystaat en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Sonleyri Kamers, Heerenstraat 24, Welkom, Oranje-Vrystaat, gedurende kantoorure.

Geteken te Welkom op hede die 26ste dag van Augustus 1994.

H. H. Carshagen, vir Symington & De Kok, Prokureurs vir Eiser, Sonleyri Kamers, Heerenstraat 24; Posbus 2175, Welkom, 9460. (Tel. 353-3051.)

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN DRIE SLAAPKAMER WOONSTEL, BEVERLEY HEIGHTS 407, HOEK VAN OXFORD- EN RIVIERASTRAAT, KILLARNEY, JOHANNESBURG OP 21 SEPTEMBER 1994 OM 10:30, OP DIE PERSEEL

WOONSTEL 407, SKEMA SS18/83 BEVERLEY HEIGHTS, EENHEID 29, 57 EN 59

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **N. N. Trapido**, Meestersverwysing T199/94, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

Ruim drie slaapkamer woonstel met eet- en sitkamer, toegeboorde balkon, kombuis, badkamer en aparte toilet. Groot 159 m². Twee bediendekamers (Eenhede 57 en 59), groot 26 m². Twee parkerings (eksklusiewe gebruiksreg). Maandelikse heffing = R600 per maand. Parkerings = R30 per maand.

Verkoopvoorwaardes: 10% (tien persent) deposito plus 6% (ses persent) afslaaerskommissie 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: Op afslaaerskommissie.

Afslaaersnota: 500 m vanaf Killarney Mall en snelweg, ideaal geleë.

Besigtiging: Maandag-Woensdag en Vrydag vanaf 10:00 tot 15:00 of kontak mnr. Trapido vir 'n afspraak by (h) (011) 646-8938 of (w) (011) 483-1205.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN EEN EN 'N HALF SLAAPKAMER WOONSTEL, ANLIN 207, CHRISTOFFELSTRAAT 166, PRETORIA-WES OP 20 SEPTEMBER 1994 OM 10:30, OP DIE PERSEEL

WOONSTEL 207, SKEMA SS106/80 ANLIN, EENHEID 17

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **A. Coetzee**, Meestersverwysing T1261/94, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

Slaapkamer, toegeboorde balkon, sit-/eetkamer aaneen, kombuis met stoof, badkamer, vloermatte, ingeboude kaste, parking beskikbaar, M-Net. Heffing = R179 per maand (parkering ingesluit). Woonstel = 61 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaaersnota: Goeie belegging. Naby alle fasiliteite.

Besigtiging: By die eiendom (Maandag–Vrydag 10:00–15:00), sleutel by opsigter 201, mnr. van Loggerenberg, Tel. (012) 327-3084 of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

TRAKMAN'S AUCTIONEERS (PTY) LTD

Instructed thereto by the Liquidator of **Rainbow Development Corporation (Pty) Ltd**, in liquidation, Master's Ref. T5770/93, we will sell the assets at the site Stirk Road, Grahamstown Industrial Sites on Wednesday, 21 September 1994 at 10:30:

Immediately after the sale of loose assets the following properties:

1. Erf 6574, situated at Stirk Road, Grahamstown Industrial Sites in extent 2,7019 hectares with improvements comprising 1 395 square metres steel structure, 76 square metre ablutions and 80 square metre office block.

2. Remainder of the Farm Brakkefontein 243 in the Division of Albany known as Beaconsfield in extent 644,9696 hectares with vandalised buildings thereon.

The farm is underlain with clay.

Terms for loose assets: Cash.

Terms for properties: 20% (twenty per cent) deposit immediately and the balance within 30 days from confirmation.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

AUCOR (PTY) LTD

HELDERKRUIN—THREE BEDROOM RESIDENCE, TO BE SOLD ON THE SPOT 30 BOEING ROAD, HELDERKRUIN EXTENSION 1, ON FRIDAY, 23 SEPTEMBER 1994 AT 10:30

INSOLVENT ESTATE **C. J. JOOSTE**, MASTER'S REFERENCE No. T349/94

Duly instructed by the attorneys in the above-mentioned matter the Aucor Group will sell by public auction the property legally described as Stand 632, Helderkrui Extension 1, measuring in extent 1 260 square metres with improvements thereon.

A residence comprising of a large family lounge with dining-room, three bedrooms, two bathrooms, kitchen and pantry. The pool has an excellent entertainment braai area adjoining it. The property has landscaped gardens. Outbuilding comprise domestic quarters with ablutions and double garage. The entire property perimeter walls are fully precast. The house is equipped with a burglar alarm system.

For further details please contact the auctioneers.

View: Day prior to the sale.

Terms: 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. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

UBIQUE AFSLAERS

In opdrag van die Eksekuteur boedel wyle **G. A. van der Walt**, sal ons die bates verkoop te ons veilingssentrum, Poortmanstraat, Potchefstroom, op 17 September 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **C. M. Delpont**, sal ons die bates verkoop te ons veilingssentrum, Poortmanstraat, Potchefstroom, op 17 September 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Likwiteur van **AKLK BK**, handelsdrywende as Boffin, sal ons die bates verkoop te ons veilingsentrum, Poortmanstraat, Potchefstroom, op 17 September 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **P. F. van Zyl**, sal ons die bates verkoop te ons veilingsentrum, Poortmanstraat, Potchefstroom, op 17 September 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Eksekuteur in bestorwe insolvente boedel **A. W. Lendrum**, sal ons die bates verkoop te Main Reefweg 282, Germiston, op 20 September 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN VIER SLAAPKAMER WONING MET SWEMBAD, NABOOMSTRAAT 67, WILROPARK-UITBREIDING 6, ROODEPOORT, OP 23 SEPTEMBER 1994 OM 10:30, OP DIE PERSEEL

ERF 426, WILROPARK-UITBREIDING 6, REGISTRASIEAFDELING IQ, TRANSVAAL

Behoorlik daartoe gelas deur die Voorlopige Kurator in die insolvente boedel **W. H. de Beer**, Meestersverwysing T2392/94, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

Vier slaapkamers, twee badkamers, kombuis met kaste en stoof, sit-, eet-, TV-kamer, ingeboude kaste en vloermatte, dubbel toesluit motorhuis, bediendekwartiere met stort en toilet en court yard. Gevestigde tuin met swembad en braaiarea met lapa. Woning onder teëldak. Erf = 1 239 m². Verbeterings = 286 m².

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: Ideale gesinswoning. Naby alle fasiliteite in gesogte area.

Besigtiging: By die adres of reël met die Afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by (012) 341-1314.

TRAKMAN'S AUCTIONEERS (PTY) LTD

Instructed thereto by the Liquidator of **Trade Print (Pty) Ltd**, in liquidation, Master's Ref. T2221/94, we will sell the assets at the premises, Ground Floor, Craftsman's Centre, corner of Albrecht and Fox Streets, Johannesburg, on Tuesday, 13 September 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Phone: (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville.

INTERNATIONAL AUCTIONEERS

MARCHIE ESTATES (PTY) LTD, IN LIQUIDATION, MASTER'S REF. T4933/93

Antiques, paintings, bronzee, Persian rugs, quality household furniture, Baby Grand piano and 1982 Mercedes 500 SEL. Sale takes place on Friday, 23 September 1994 at 12:00, at 69 Melville Road, Hyde Park, Sandton.

International Auctioneers, 1 Roberts Avenue, Kensington; P.O. Box 34077, Jeppestown, 2043. (Tel. 616- 3460/1/2/3.) (Fax. 618-2810.)

VERED AUCTIONEERS**ESTATE LATE M. LIVANOS, MASTER'S REF. 9682/93**

Instructed by the Executor we will sell by public auction approximately 74 hectares agricultural holding land being Portions 21, 29, 151 and 160, all of the farm Vlakplaats 138, IR, Transvaal.

The property is near the Alberton/Heidelberg freeway and Newmarket Racecourse.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guaranteed within 30 days.

The properties will be sold to the highest accepted bidders, subject to confirmation by the Executor.

Date of sale: 21 September 1994 at 15:00, at 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. [Tel. (011) 646-5432.]

VERED AUCTIONEERS**INSOLVENT ESTATE KAREN CHRISTINE BROWN, MASTER'S REFERENCE T123/94**

Instructed by the Trustee in the above matter we will sell by public auction Erf 15, Inadan Agricultural Holdings, Randburg, being 15 Spesbona Road, Inandan, Randburg.

Improvements consist of a single-storey dwelling with four bedrooms, two bathrooms, three reception rooms, jacuzzi room, kitchen and outbuildings consist of two rooms, bathroom, store-room and double garage. The property has two boreholes, four stables, feedroom and tack room.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Thursday, 29 September 1994 at 12:00, at the property.

The property can be viewed during the day, security in attendance.

For further information and to view please phone the auctioneers Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, STURDY OLD FASHIONED HOME, PAN HANDLE STAND, PRETORIA WEST

Duly instructed by the Trustee in the matter **L and S Verspreiders**, in liquidation, Master's Reference No. T3210/93, we will sell on Friday, 16 September 1994 at 11:00, on site 435 Frederick Street, Pretoria West (off Rebecca Street).

Spacious two bedroomed home with adjoining baby's room, double lock-up garage and servant's room.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, DOCTORS CONSULTING ROOMS, ZEERUST, TRANSVAAL

Duly instructed by the Trustee in the insolvent estate **P. L. R. Roelofz**, Master's Reference No. T1471/93, we will sell on Thursday, 15 September 1994 at 12:00, on site 17 Forman Street, Zeerust.

Stand 1241, measuring 1 301 square metres.

Improvements: Two rondawels and covered carport.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg or Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, TWO HA PLOT 350 SQUARE METRES HOME WITH POOL AND OTHER IMPROVEMENTS, LINDEQUESDRIF AH

Duly instructed by the Trustee in the insolvent estate **A. J. van Staden**, Master's Reference No. T3367/93, we will sell Saturday, 17 September 1994 at 11:00, on site Plot 213, Lindequesdrif Agricultural Holdings.

Three bedrooms main en suite, second full bathroom, spacious lounge cum dining-room, adjoining self contained one bedroom flat, pool, garages, fully equipped borehole, \pm 400 square metres steel structure (incomplete).

Directions: Follow boards from Overvaal Resort, Lindequesdrif.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

PROPERTY MART SALES

Duly instructed by the Liquidator in **Reenlo Beleggings (Pty) Ltd**, in liquidation, Master's Ref. T4330/93, we shall sell subject to seven (7) days confirmation:

75 Stands and three farming portions, Presidentsrus, between Middelburg and Witbank.

1. 73 Vacant stands.

2. Two business stands.

3. Four private open spaces.

4.1 Portion 5, of the farm Mooifontein, measuring 39,1383 ha.

4.2 Portion 6, of the farm Mooifontein, measuring 155,4147 ha.

4.3 Remaining extent of the farm Presidentsrus, measuring 95,1695 ha.

Sale takes place at Olifants River Lodge, 23 September 1994 at 10:00.

Terms: 20% (twenty per cent) 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) 793-6164, C. Mostert.]

PROPERTY MART SALES

Duly instructed by the Trustee of the insolvent estate **P. J. C. Snyman**, Master's Ref. T2206/94, we shall sell totally without reserve:

Erf Remaining Extent 1316, Capital Park, JR, Pretoria TPS, 800 square metres in extent, and situated at 127 Malherbe Street. The improvements comprise of a kitchen, scullery, pantry, dining-room, two lounges, TV-room, three bedrooms, two and a half bathrooms. This is a well situated large family home with excellent security.

Viewing: Sunday, 25 September 1994 between 10:00 and 16:00.

Sale takes place on the spot on Tuesday, 27 September 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of date of sale 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.]

VAN'S AFSLAERS**OPENBARE VEILING**

In opdrag van Kurators van insolvente boedels **M. M. Schroeder**, T1774/94, **M. Viljoen**, T1316/94, **A. T. Bosman**, T972/94 en **Crimson & Clover SLR BK**, in likwidasie, verkoop Van's Afslaers, ondervermelde boedelbates sonder voorbehoud onderhewig aan bekragting, per openbare veiling op Donderdag, 15 September 1994 om 11:00, te Van's Afslaers se lokale.

Beskrywing: Faksmasjien, rekenarskerm, sleutelbord, drukker, CD-speler, kantoor- en huishoudelike meubels ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers. [Tel. (012) 335-2974.]

PHIL MINNAAR BK, AFSLAERS

(Reg. No. CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN DUPELEKS WOONSTEL TE MAGALIESKRUIN, PRETORIA

In opdrag van die Kurator in die insolvente boedel **R. Steenkamp**, Meestersverwysing No. T3481/93, verkoop ons ondergenoemde eiendom per openbare veiling op Dinsdag, 20 September 1994 om 11:00.

Plek van veiling: Machapiewoonstelle 8, Kersboomstraat 385, Magalieskruin, Pretoria.

Beskrywing van eiendom: Eenheid 8 van Skema 235 Marchapie, Magalieskruin-uitbreiding 1, Pretoria, groot 135 m².

Verbeteringe: Drie slaapkamers, sit-/eetkamer, twee badkamers, kombuis, gaste toilet, volvloermatte, diefwering, toesluit onderdak parking.

Besigtiging: Skakel ons kantore vir afspraak.

Terme: 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

Verdere inligting skakel Martin Pretorius by (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Fax. (012) 322-9263.]

VERED AUCTIONEERS**INSOLVENT ESTATE H. BURGER, MASTER'S REFERENCE T1611/94**

Instructed by the Trustee in the above matter we will sell by public auction on Erf 1818, Waterkloof Ridge, Pretoria, being 324 Eridanus Street, Waterkloof Ridge, Pretoria.

Improvements consist of a split level thatched house of double volume, lounge/dining-room, living-room, open-plan kitchen with pantry, four bedrooms and two bathrooms (m.e.s). Outbuildings consist of room with bathroom, laundry and triple carport.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date of sale: Wednesday, 21 September 1994 at 12:00, at the property.

Viewing: By arrangement with the auctioneers.

For further information please contact the auctioneers: Vered. [Tel. (011) 616-5432.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS**INSOLVENT ESTATE M. E. BOULT, MASTER'S REFERENCE T1700/93**

Instructed by the Trustee in the above matter we will sell by public auction, Erf 768, Randpark Ridge, Randburg, being 10 Yellowwood Street, Randpark Ridge, Randburg.

Improvements consist of a single-storey dwelling of entrance, lounge, dining-room, family room, kitchen, study/fourth bedroom, three bedrooms and two bathrooms. Outbuildings include an outside room and double carport. The property is walled, with a swimming-pool and a paved driveway.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date: Tuesday, 4 October 1994 at 14:00 at the property.

Viewing: During the day, security in attendance.

For further information please contact the auctioneers: Vered. [Tel. 646-5432.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS**INSOLVENT ESTATE D. M. MCGILL, MASTER'S REFERENCE T2642/94**

Instructed by the Trustee in the above matter we will sell by public auction Erf 2011, Northmead, Benoni, being 19 10th Avenue, Northmead, Benoni.

Improvements consist of a single-storey dwelling including entrance, lounge, dining-room, TV-room, kitchen, three bedrooms and bathroom. Outbuildings include a double garage, outside room and bathroom.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date: Monday, 3 October 1994 at 12:00, at the property.

Viewing: During the day security in attendance.

For further information please contact the auctioneers: Vered. [Tel. (011) 646-5432.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS**INSOLVENT ESTATE T. M. MARTIN, MASTER'S REFERENCE T2858/94**

Instructed by the Trustee in the above matter we will sell by public auction Erf 834, Mulbarton Extension 3, Johannesburg, being 15 Harling Road, Mulbarton, Johannesburg.

Improvements consist of a single-storey dwelling of entrance, lounge, dining-room, kitchen, three bedrooms and two bathrooms. Outbuildings include a self contained flatlet. There is a filtered swimming-pool.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date: Tuesday, 4 October 1994 at 12:00, at the property.

Viewing: During the day, security in attendance.

For further information please contact the auctioneers: Vered. [Tel. (011) 646-5432.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS**INSOLVENT ESTATE A. J. McLOUGHLIN, MASTER'S REFERENCE T946/94**

Instructed by the Trustee in the above matter we will sell by public auction:

(a) Erf 1921, Bryanston, Sandton, being 13 Devonshire Avenue, Bryanston. Improvements consist of a single-storey thatched dwelling of entrance, lounge, dining-room, kitchen with scullery, four bedrooms, two bathrooms (m.e.s.) and studio and family room in the loft. Outbuildings comprise room with bathroom and there is a swimming-pool.

Date of sale: Thursday, 22 September 1994 at 12:00, at the property.

(b) Erven 1255 and 1256, Kibler Park, Johannesburg. The stands are vacant and measure 1 564 square metres and 1 164 square metres respectively.

Date of sale: Thursday, 22 September 1994 at 14:00, at the respective stands.

Terms and conditions for the above auctions:

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Viewing: By arrangement with the auctioneers.

For further information please contact the auctioneers: Vered. [Tel. (011) 646-5432.]

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE E. BURLANDO, MASTER'S REFERENCE No. T1090/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 10 Paradysvink Street, Birchacres Extension 5, District of Kempton Park, Transvaal, on Monday, 12 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.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE P. P. J. J. MINNAAR, MASTER'S REFERENCE No. T525/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 10 Olienhout Street, Dalpark, District of Brakpan, Transvaal, on Tuesday, 13 September 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

ADENDORFF AUCTIONEERS

(Reg. No. 83/13184/07)

CARAVAN, SITE HUTS, DUMPERS, CONCRETE MIXERS, MOTOR VEHICLES, COMPUTERS AND OFFICE FURNITURE, ETC., ETC.

FOSTER WEBB CONSTRUCTION (PTY) LTD, IN LIQUIDATION, MASTER'S REF. T1492/94, ON WEDNESDAY, 14 SEPTEMBER 1994 at 10:00

Duly instructed by the Liquidator, Mrs. E. Fey of Coopers & Lybrand Trust (Pty) Ltd, we will sell the following on site "The Stables" Erf 1, Inchanga Road, Fourways, Midrand, on Wednesday, 14 September 1994 at 10:00:

1988 Mazda 1600 LDV, 1988 Ford 1400 Bantam, twee Ford 1600 Bantams, 1990 Canter Truck, twee 1991 Isuzu 230 LDV's, 1990 BMW 318i Sedan, CI Wilk Caravan, Turner Morris Dumper, Benford Dumper, Vulcan concrete mixers, builders hoist, three site huts, six wheel barrows, scaffolding, trestles, decking plates, general building materials, etc., etc.

Office furniture: Microbyte computer, two Punchline computers, Canon Fax, two computer desks, five desks, C.N. Minilux desk, C.N. Minilux typist chair, 13 office chairs, glass table, Sanyo fridge, Nashua photocopier, C.N. cabinet, twee steel cabinets, stationery cabinet, etc., etc.

Terms: Cash or bank certified cheque on conclusion of sale. A deposit of R1 000 (refundable) is required on registration.

Viewing: Day prior to sale from 08:30 to 16:30 at "The Stables", Erf 1, Inchanga Road, Fourways, Midrand.

The above subject to change prior to sale.

For further particulars contact the auctioneers: Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield, Johannesburg. [Tel. (011) 683-8360/1/2/3.] [Fax. (011) 683-8114.]

J G W AFSLAERS

(CK90/35316/23)

In opdrag van die Kurator van insolvente boedel **G. H. Banoo**, Meestersverwysingsnommer T661/94, word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

Plek van veiling: Proteasaal, Klerksdorp Hotel, Andersonstraat, Klerksdorp.

Datum van veiling: 21 September 1994.

Tyd van veiling: 11:00.

Onroerende eiendom:

1. Erf 351, geleë in die dorp Klerksdorp, Registrasieafdeling IP, Transvaal, groot 495 (vier nege vyf) vierkante meter, ook bekend as Leaskstraat 15, Klerksdorp.

2. Erf 333, geleë in die dorp Manzilpark, Registrasieafdeling IP, Transvaal, groot 529 (vyf twee nege) vierkante meter, ook bekend as Tagorelaan 12, Manzilpark, Klerksdorp.

3. Erf 263, geleë in die dorp Klerksdorp, Registrasieafdeling IP, Transvaal, groot 248 (twee vier agt) vierkante meter, ook bekend as hoek van Noord- en Siddlestraat, Klerksdorp.

4. Erf 445, geleë in die dorp Manzilpark, Registrasieafdeling IP, Transvaal, groot 502 (vyf nul twee) vierkante meter, ook bekend as Riazstraat 14, Manzilpark, Klerksdorp.

5. Erf 411, geleë in die dorp Manzilpark, Registrasieafdeling IP, Transvaal, groot 949 (nege vier nege) vierkante meter, ook bekend as Mintyalaan 62, Manzilpark, Klerksdorp.

6. Erf 103, geleë in die dorp Freemanville, Registrasieafdeling IP, Transvaal, groot 1 316 (een drie een ses) vierkante meter, ook bekend as hoek van Du Toit- en Leemhuisstraat, Klerksdorp.

7. Erf 131, geleë in die dorp Sakhrol, Registrasieafdeling IP, Transvaal, groot 1 354 (een drie vyf vier) vierkante meter, ook bekend as Patelstraat 6, Manzilpark.

Verkoopvoorwaardes: 20% (twintig persent) van die koopsom betaalbaar onmiddellik op die veiling by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskapsrentekoerse op eerste verbande.

Vir enige navrae kontak: Warrick Heppell. [Tel. (018) 462-2711.]

Die volledige voorwaardes van verkoping is beskikbaar by J G W Afsluers, Andersonstraat 23, Klerksdorp. [Tel. (018) 462-2711.] Slegs kontant of bankgewaarborgde tjek.

NATAL

BOLAND BANK VEILINGS

INSOLVENCY AUCTION OF TWO BUSINESS PREMISES AT HATTINGSPRUIT (SITUATED IN THE MAIN ROAD), ON TUESDAY, 13 SEPTEMBER 1994 AT 11:00

Duly instructed thereto by the Jointly Trustees of insolvent estate **W. G. Nel**, Master's Reference No. N49/94, the undermentioned will be sold by public auction:

1. Stand 71, situated in the Hattingspruit Health Committee Area and in the Dundee Glencoe Regional Water Services Area, Administrative District of Natal, measuring 4 051 m².

Improvements: Office, shop, two store-rooms and two toilets.

Stand 72, situated in the Hattingspruit Health Committee Area and in the Dundee Glencoe Regional Water Services Area, Administrative District of Natal, measuring 4 047 m².

Improvements: Shops, two flats and toilets.

Finance available. If previously arranged with Boland Bank Ltd.

Conditions of sale: 15% (fifteen per centum) deposit in cash or bank-guaranteed cheque at the fall of the hammer. Guarantee for the balance purchase price within 30 days from date of confirmation. Above properties will be sold subject to the Master of the Supreme Court's confirmation.

Auctioneer's Note: These two properties, facing the main road has lots of possibilities.

Enquiries: Hennie Marsburg (03431) 2-6141, Ian Coetzee (012) 804-2112.

Auctioneer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, 246 Nedbank Centre, 617 Pretoria Road, Silverton.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HARRISMITH op 30 September 1994 om 11:00 voor die Landdroskantoor te HARRISMITH die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 11 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 99,9061 hektaar

Eiendom (1) blykens Akte van Transport T3850/1981

(2) Onderverdeling 10 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 99,9640 hektaar

Eiendom (2) blykens Akte van Transport T6159/1972

(3) Onderverdeling 9 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 257,1009 hektaar

Eiendom (3) blykens Akte van Transport T3850/1981

(4) Onderverdeling 7 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 257,1109 hektaar

Eiendom (4) blykens Akte van Transport T6159/1972

(5) Onderverdeling 5 van die plaas WYNBERG 48, distrik Harrismith.

GROOT: 257,1195 hektaar

Eiendom (5) blykens Akte van Transport T1967/1976

in die naam van **PHILLIPUS JACOBUS CRONJE**

Ligging van hierdie eiendomme:—

36 km noordwes van Harrismith

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (5):

2 Woonhuise, 6 store, 2 graanbuise en melkstal. Veekerend omhein en verdeel in kampe. 5 Boorgate, 6 sementdamme, 10 suipkrippe en 4 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkomst is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, 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: BAAF 00758 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 September 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HARRISMITH op 30 September 1994 om 10:00 voor die Landdroskantoor te HARRISMITH die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 3 (van 1) van die plaas BETHSHEBA 486, distrik Harrismith

GROOT: 44,0339 hektaar

(2) Die restant van onderverdeling 1 (STERKWATER) van die plaas BETHSHEBA 486, distrik Harrismith

GROOT: 169,4732 hektaar

Blykens Akte van Transport T3026/1988

in die naam van **JOHANNES JACOBUS VAN DER MERWE GERMISHUYS**

Ligging van hierdie eiendomme:—

16 km suidwes van Warden

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Melkstal, 2 store en pakkamer. Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, 2 tenks, 4 suipkrippe, spruit en fontein.

Dit word beweer dat eiendomme (1) en (2) geregtig is op waterregte vanuit die Wilgerivier. Die Landbank kon egter nie vasstel welke eiendom(me) betrokke is nie en voornemende kopers moet hulself vergewis van die werklike situasie met betrekking tot die waterregte en die Landbank waarborg dus niks met betrekking tot die beweerde waterregte nie.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied, bevestiging van die betrokke Minister verkry moet word dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, 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: BAAF 03928 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 September 1994.

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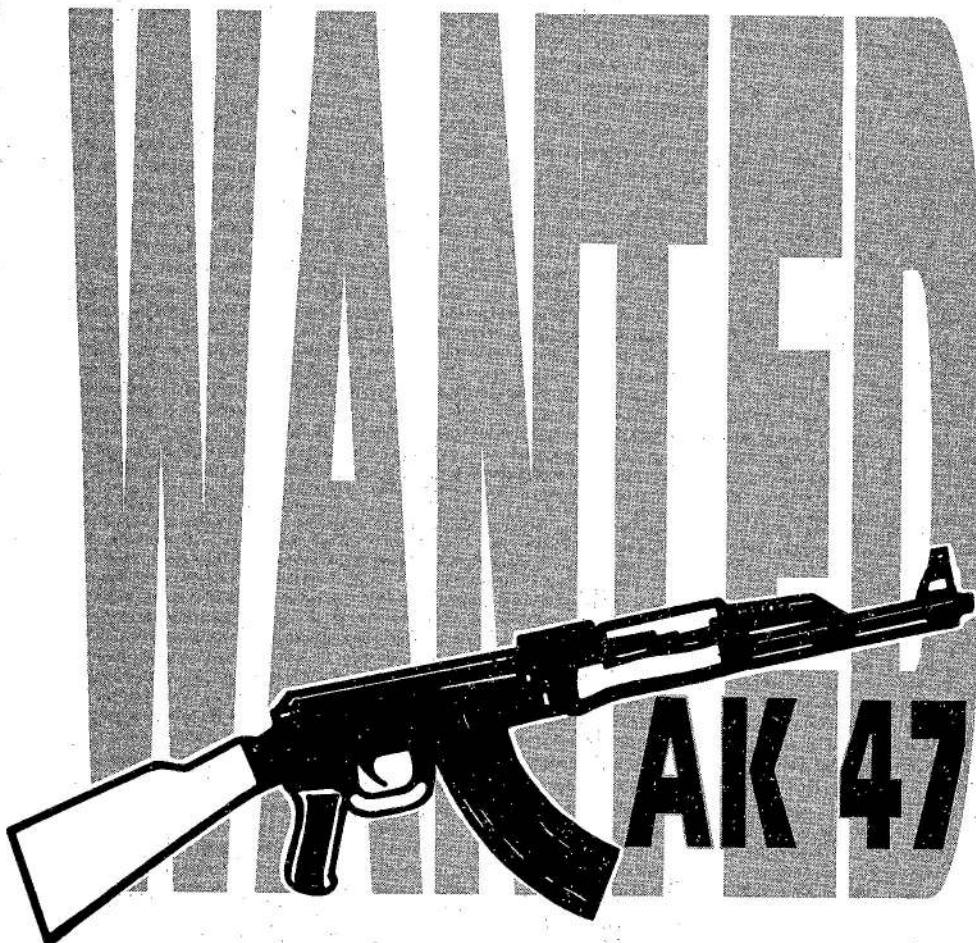


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