REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Vol. 351 PRETORIA, 16 SEPTEMBER 1994 No. 15965

WETLIKE KENNISGEWINGS

LEGAL NOTICES

B

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

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings	*Tarief per plasing*
	R
BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE—slegs in die buitengewone *Staatskoerant,* sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	15,10
Nie-gestandaardiseerde kennisgewings	
DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant:*	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	42,70
(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	115,20
Openbare veilings, verkope en tenders:	
Tot 75 woorde	35,10
76 tot 250 woorde	90,20
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	145,30
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	45,20
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lederegisters en/of verklaring van dividende	57,60
Verklaring van dividende met profytstate, notas ingesluit	132,60
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	200,30
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies	75,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	200,30
Geregtelike besture, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*	200,30
Verlenging van keerdatum	25,20
Tersydestelling en afwysings van aansoeke (J 158)	25,20

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE
CONDITIONS FOR PUBLICATION

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING

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

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1994

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

- **6 Oktober,** Donderdag, vir die uitgawe van Vrydag **14 Oktober**
- **8 Desember,** Donderdag, vir die uitgawe van Donderdag **15 Desember**
- **22 Desember,** Donderdag, vir die uitgawe van Vrydag **30 Desember**

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

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES 1994

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

- **6 October,** Thursday, for the issue of Friday **14 October**
- **8 December,** Thursday, for the issue of Thursday **15 December**
- **22 December,** Thursday, for the issue of Friday **30 December**

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

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

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

TRANSVAAL

Case 1451/93
PH 343

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

In the matter between **Assist Investments CC,** Plaintiff, and **Geduld, Rachel Wilhelmina,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Johannesburg, at 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 the time of the sale, and which conditions may be inspected at the offices of the Sheriff, Johannesburg, prior to the sale:

Erf 106, Coronationville Township, Registration Division IQ, Transvaal, monville Township, Registration Division IQ, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, held under Deed of Transfer T34058/90.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A dwelling-house with the usual outbuildings.

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

Auctioneer's charges payable on the date of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charge R100.

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

Roy Stoler, Plaintiff's Attorneys, Siemert Chambers, 126 Siemert Road, New Doornfontein; P.O. Box 5211, Johannesburg, 2000. (Tel. 402-4980.) (Ref. Mr Stoler/MC/617.)

Case 2648/92

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

In the matter between **Allied Bank,** a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Nicholas: Tebogo Frank (Mr),** Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, dated 22 May 1992, and a writ of execution dated 9 August 1994, the following will be sold in execution without reserve to the highest bidder on 30 September 1994 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoort Street, Boksburg, Defendant's right, title and interest in:

Certain: Erf 7459, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL 36453/1990, situated at Erf 7459, Vosloorus Extension 9, Vosloorus, Boksburg.

Improvements: Singley-storey dwelling, brick under tile consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

Terms and conditions:

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

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

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

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

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

Case 4200/92

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

In the matter between **Allied Bank,** a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Mvundla: Nkosinathi Andreas,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, dated 22 May 1992, and a writ of execution dated 9 August 1994, the following will be sold in execution without reserve to the highest bidder on 30 September 1994 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoort Street, Boksburg, Defendant's right, title and interest in:

Certain: Erf 64, Vosloorus Extension 5 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL 53391/1991, situated at Erf 64, Vosloorus Extension 5, Vosloorus, Boksburg.

Improvements: Singley-storey dwelling, brick under tile, lounge, two bedrooms, kitchen, bathroom and toilet combined.

Terms and conditions:

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

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

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

Dated at Boksburg on this the 29th day of August, 1994.

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

Case 6689/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Seipoti Julia Papi,** Defendant

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

Certain: Right of leasehold in respect of Erf 4390, Tsakane, Registration Division IR, Transvaal, situated at 4390 Ngcobo Street, Tsakane.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01298.)

Case 13471/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Buti Moses Shabalala,** Defendant, and **Cynthia Sibongile Shabalala,** Second Defendant

Notice is hereby given that on 7 October 1994 at 11:00, the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 16 June 1994, namely:

Certain: Right of leasehold in respect of Erf 2376, Tsakane, Registration Division IR, Transvaal, situated at 2376 Masiyane Street, Brakpan.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01449.)

Case 17051/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Fanyana Msongelwa Radebe,** First Defendant, and **Nurse Paulinah Radebe,** Second Defendant

Notice is hereby given that on 7 October 1994 at 11:00, the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 19 July 1994, namely:

Certain: Right of leasehold in respect of Erf 18725, Tsakane Extension 8, Registration Division IR, Transvaal, situated at 18725 Tsakane Extension 8.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01559.)

Saak 23146/93
PH 206

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou National Bouvereniging Beperk,** Eksekusieeiser, en **Jonah Sam van Wyk,** Eksekusieverweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof teen die Verweerder toegestaan op 21 April 1994, en 'n lasbrief vir eksekusie gedateer 24 Mei 1994, sal die ondervermelde eiendom verkoop word op 29 September 1994 om 10:00, voor die kantore van die Balju vir die Hooggeregshof, 131 Marshallstraat, Johannesburg, aan die hoogste bieder:

Sekere Erf: Eenheid 28, Delft, Berea, Johannesburgdorpsgebied, groot 69 vierkante meter, gehou ST20537/93.

Terme: Die koper sal 10% (tien persent) van die koopprys met die koop betaal en die balans van die koopprys binne veertien dae, of sekuriteit deur die bank of bougenootskap verstrek.

Verkoopvoorwaardes: Die volledige voorwaardes van verkoop is ter insae by die kantoor van die Balju, 131 Marshallstraat, Johannesburg.

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

Kok & Hendrikse, Sewende Verdieping, Nedbank Corner, Jorrisenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/wb/S658.)

Saak 15091/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Anthony Mogoai** (ID. 1-3806748-1), Eerste Verweerder, en **Mamotuku Pauline Mogoai** (ID. 5-4094901-6), Tweede Verweerder

Ten uitvoering van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendomme in eksekusie verkoop op Vrydag, 7 Oktober 1994 om 10:00, deur die Balju vir die Hooggeregshof, Potchefstroom, gehou te die hoofingang van die Landdroshof, Van Riebeeckstraat, Potchefstroom, aan die hoogste bieder:

1. Erf 4243, Ikageng, Registrasieafdeling IQ, Transvaal, groot 404 vierkante meter, gehou kragtens Transportakte TL41494/1985.

2. Erf 4244, Ikageng, Registrasieafdeling IQ, Transvaal, groot 408 vierkante meter, gehou kragtens Transportakte TL41493/1985.

3. Erf 4245, Ikageng, Registrasieafdeling IQ, Transvaal, groot 404 vierkante meter, gehou kragtens Transportakte TL41492/1985.

4. Erf 4246, Ikageng, Registrasieafdeling IQ, Transvaal, groot 409 vierkante meter, gehou kragtens Transportakte TL41491/85.

5. Erf 4247, Ikageng, Registrasieafdeling IQ, Transvaal, groot 392 vierkante meter, gehou kragtens Transportakte TL41490/85.

6. Erf 4248, Ikageng, Registrasieafdeling IQ, Transvaal, groot 397 vierkante meter, gehou kragtens Transportakte TL41489/85.

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

Straatadres: Lekhela- en Dithatostraat 4243, 4244, 4245, 4246, 4247 en 4248, Ikageng, Potchefstroom.

Verbeterings: Woonhuis met teëldak, vier slaapkamers, kombuis, opwaskamer, eetkamer, woonkamer, sitkamer, studeerkamer, drie badkamers, dubbelgarage en gasterondawel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van 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, Potchefstroom, te Kerkstraat 195, Potchefstroom.

Gedateer te Pretoria hierdie 30ste dag van Augustus 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9184/93/BVDM.)

Saak 8144/89

IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE WONDERBOOM

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **S. N. Manzini,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 7 Oktober 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 21667, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mamelodi-uitbreiding 3, gehou kragtens Akte van Transport van Huurpag 81120/88, 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 ter insae.

Geteken te Pretoria-Noord hierdie 30ste dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, 264 Emily Hobhouselaan, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/7/EJ.)

Saak 5442/90

IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE WONDERBOOM

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **M. S. Manana,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 7 Oktober 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 21390, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mamelodi-uitbreiding 3, gehou kragtens Akte van Transport van Huurpag TL82346/88, grootte 288 (tweehonderd agt-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, 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 ter insae.

Geteken te Pretoria-Noord hierdie 31ste dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, 264 Emily Hobhouselaan, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/56/EJ.)

Saak 5443/90

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

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **M. S. Matladi,** 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 7 Oktober 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 21404, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mamelodi-uitbreiding 3, gehou kragtens Akte van Transport van Huurpag TL78031/88, grootte 293 (tweehonderd drie-en-negentig) 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, aparte toilet 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 ter insae.

Geteken te Pretoria-Noord hierdie 30ste dag van Augustus 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/59/EJ.)

Saak 1140/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **P. J. Shongwe,** Eerste Verweerder, en **B. J. Maphalala,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 25 Maart 1994, en 'n lasbrief vir eksekusie gedateer 22 Maart 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 5 Oktober 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Erf 183, Siluma View, Katlehong, Registrasieafdeling IR, Transvaal, ook bekend as 183, Siluma View, Katlehong, groot 300 vierkante meter, gehou deur P. J. Shongwe en B. J. Maphalala, gehou onder Akte van Transport TL32916/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Teëldak, baksteenmure, bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 17,25% (sewentien komma twee vyf persent) per 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 Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 31ste dag van Augustus 1994.

Klopper Jonker Ing., Prokureur vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Albeton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2316.)

Saak 1141/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **P. D. Kapari,** Eerste Verweerder, en **M. M. Kapari,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 16 Maart 1994, en 'n lasbrief vir eksekusie gedateer 7 Maart 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 5 Oktober 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Erf 1559, Likole Extension 1 Township, Katlehong, Registrasieafdeling IR, Transvaal, ook bekend as Erf 1559, Likole Extension 1 Township, Katlehong, groot 333 vierkante meter, gehou deur P. D. Kapari en M. M. Kapari, gehou onder Akte van Transport TL4952/88.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Teëldak, baksteenmure, bestaande uit sitkamer, kombuis, eetkamer, drie slaapkamers, twee badkamer en twee toilette.

Buitegeboue: Heining en hekke.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 17,25% (sewentien komma twee vyf persent) per 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 Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 31ste dag van Augustus 1994.

Klopper Jonker Ing., Prokureur vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Albeton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2315.)

Saak 698/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **T. N. Mjongile,** Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 25 Februarie 1994 en 'n lasbrief vir eksekusie gedateer 22 Februarie 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 5 Oktober 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Erf 1242, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Erf 1242, Othandweni-uitbreiding 1-dorpsgebied, groot 299 (tweehonderd nege-en-negentig) vierkante meter, gehou deur T. N. Mjongile, gehou onder Akte van Transport TL47207/91.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystelling: Geen.

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

Hoofgebou: Teëldak, baksteenmure bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 17,25% (sewentien komma twee vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaaborg.

Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 31ste dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. Mnr. Ungerer/PP/N2240.)

VERKOPING IN EKSEKUSIE

Sal gehou word te Balju, Lochstraat 51, Meyerton, op Donderdag, 29 September 1994 om 10:00:

Eksekusieskuldeiser: **Stadsraad van Randvaal.**

Die hiernagenoemde eiendomme sal individueel te koop aangebied word, die wesentlike verkoopvoorwaardes synde:

(a) Geen waarborg of onderneming word gegee met betrekking tot die aard van die verbeteringe nie.

(b) Die verkoping moet per Openbare Veiling, sonder reserwes en voetstoots geskied.

(c) Die koper moet onmiddellik na die verkoping die verkoopvoorwaardes wat by die kantoor van die Balju, Lochstraat 51, Meyerton, ter insae lê, onderteken.

(d) Die koper moet alle bedrae wat nodig is om oordrag van die eindom te bewerkstellig, insluitende alle oordragskostes, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en Belasting op Toegevoegde Waarde (indien van toepassing) betaal.

(e) 10% (tien persent) van die koopprys moet as 'n deposito betaal word of indien die koopprys minder is as R10 000 (tienduisend rand), dan is die totale koopprys, tesame met die veilingskostes van die Balju van die Landdroshof, synde 4% (vier persent) van die verkoopprys en Belasting op Toegevoegde Waarde (indien van toepassing), beide onmiddellik na die verkoping, in kontant of per bankgewaarborgde tjek, betaalbaar en die onbetaalde balans van die koopprys tesame met rente op die voorkeurskuldeiser se eise soos uiteengesit in Reël 43 (7) (a) van die Hofreëls moet vanaf die datum van die verkoping tot datum van betaling deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping, betaal of gesekureer word.

(f) Die eiendom moet onderhewig aan enige huurkontrak of ander saaklike reg in rangorde volgens die vonnisskuldeiser se verband verkoop word, andersins moet die eiendom sonder enige sodanige huurkontrak of ander saaklike reg verkoop word.

Indien die Eksekusieskuldeiser die koper is, moet die eiendom sonder enige huur verkoop word.

Die koper se reg tot okkupasie moet slegs teen die okkupant uitvoerbaar wees.

(g) By gebreke aan voldoening aan die bepalings van die verkoopvoorwaardes, moet die koper die deposito waarna verwys in (e) hierby verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van enige eis teen hom vir skadevergoeding, so nie sal die Eksekusieskuldeiser geregtig wees om die verkoping af te dwing.

Saak: 356/94.

Vonnisskuldenaar: **Methodist Church of South Africa.**

Eiendom: Erf 1264, Henley on Klip, Registrasieafdeling IR, Transvaal, grootte 4 923 (vierduisend negehonderd drie-en-twintig) vierkante meter, gehou kragtens T22063/86.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak: 1714/93.

Vonnisskuldenaar: **A. Hedin & Ander.**

Eiendom: Erf 514, Gedeelte 1, Witkop, Registrasieafdeling IR, Transvaal, grootte 2 552 (tweeduisend vyfhonderd twee-en-vyftig) vierkante meter, gehou kragtens T21069/77.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 935/93.

Vonnisskuldenaar: **Louis Balsastur de Vrye.**

Eiendom: Erf 77, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, gehou kragtens T50846/84.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 357/94.

Vonnisskuldenaar: **Danilo Venturi.**

Eiendom: Erf 349, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 2 975 (tweeduisend negehonderd vyf-en-sewentig) vierkante meter, gehou kragtens T4511/84.

Eiendom: Erf 350, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 3 244 (drieduisend tweehonderd vier-en-veertig) vierkante meter, gehou kragtens T4511/84.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak: 325/94.

Vonnisskuldenaar: **Jan Willem Geldenhuys.**

Eiendom: Erf 1243, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 2 190 (tweeduisend eenhonderd en negentig) vierkante meter, gehou kragtens T11933/91.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 1341/93.

Vonnisskuldenaar: **Jan Willem Geldenhuys.**

Eiendom: Erf 1237, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 2 190 (tweeduisend eenhonderd en negentig) vierkante meter, gehou kragtens T11933/91.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 404/94.

Vonnisskuldenaar: **Stephanus Petrus Barnard en Anna Petronella Barnard.**

Eiendom: Erf 167, Highbury, Registrasieafdeling IR, Transvaal, grootte 4 047 (vierduisend sewe-en-veertig) vierkante meter, gehou kragtens T6287/89.

Beskrywing: Sitkamer, drie slaapkamers, enkel geriewe, motorhuis, sinkdak en draadomheining (geen waarborg word gegee).

Sonering: Residensieel.

Saak: 1062/92.

Vonnisskuldenaar: **Catherine Estelle Kies.**

Eiendom: Erf 1403, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 2 032 (tweeduisend twee-en-dertig) vierkante meter, gehou kragtens T1506/89.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, enkel geriewe, dubbelmotorhuis, sinkdak, steenomheining agter, niks voor en afdak.

Sonering: Residensieel.

Gedateer te Highbury hierdie 2de dag van September 1994.

J. C. de Beer, Eksekusieskuldeiser, Stadsraad van Randvaal, Rooibokstraat 56, Highbury, Posbus 555, Randvaal. [Tel. (016) 66-0323.] (Verw. Mev. Wagner.)

Case 4899/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Israel Bothatha Sathula N.O.,** First Defendant, and **Israel Bothatha Sathula,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 28 July 1994, the property listed hereunder will be sold in execution on Friday, 7 October 1994 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 20761 (previously known as 1134), KwaThema Extension 1 Township, measuring 320 (three hundred and twenty) square metres, known as 1134 KwaThema Extension 1, Springs.

Registered in the name of Israel Bothatha Sathula and Susan Motlatsi Sathula.

Main building: Bricks under asbestos residence comprising two bedrooms, lounge, kitchen and bathroom.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above, will be payable by the purchaser immediately after the sale and/or on later request.

If the price is R10 000 (ten thousand rand) or less, the full price will be paid in place of the deposit.

Bank guarantees for the payment of the balance of the price against regisration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 (fourteen) days of the sale date.

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

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

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

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

Dated at Benoni on this the 1st day of September 1994.

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

Case 14794/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **William Mbangwe Khoza,** First Defendant, and **Nomsa Mellory Khoza,** Second Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Delville Street, Witbank, on Friday, 7 October 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

Property: Erf 3563, situated in the Township of Ackerville, Registration Division JS, Transvaal.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B du Plooy/ LVDM/GT1792.)

Saak 2271/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.,** voorheen Nedperm Bank Bpk., Eiser, en **H. J. van der Walt,** Verweerder

Ingevolge uitspraak van die Landdros van Rustenburg en lasbrief tot geregtelike verkoping met datum 11 Augustus 1994, sal die ondervermelde eiendom op Woensdag, 5 Oktober 1994 om 11:00, te die Landdroskantoor, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende Gedeelte van die plaas Mooihoek 291, Registrasieafdeling JQ, Transvaal, groot 28,0339 (agt-en-twintig komma nul drie drie nege) hektaar, gehou kragtens Akte van Transport T17115/92.

En waarop opgerig is een woonhuis van baksteenmure onder 'n staaldak wat gesê word sewe kamers, buiten kombuis en twee badkamers en gewone buitegeboue bestaande uit twee motorhuise, en bediendekamer en toilet te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

Voorwaardes: 10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank-/bouvereniging se waarborg gelewer te word binne 21 (een-en-twintig) dae.

Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word), mag gedurende kantoorure by die kantoor van die Balju, Smitslaan 30, Rustenburg, nagesien word.

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

Immelman Visagie & Van der Merwe, Prokureurs vir Eiser, Bergstraat 57, Posbus 673, Rustenburg, 0300.

Saak 2818/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Jan Antonie Lombaard,** Eerste Verweerder, en **Suzette Marie Lombaard,** Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 7 Oktober 1994 om 10:00:

Erf 333, Florida-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Madelinestraat 27, Florida, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder sinkdak met staal vensters, steen en gepleisterde mure en steen omheining, die huis bestaande uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwaskamer, buitekamer met toilet en dubbel motorhuis.

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

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

Saak 6849/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Gerhardus Stefanus Botha,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 7 Oktober 1994 om 10:00:

Erf 170, Witpoortjie-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Gregorstraat 9, Witpoortjie, distrik Roodepoort.

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

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

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

Saak 2661/89

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (51/00009/06), Eiser, en **Loyiso Victor Matshoba,** Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 14 Julie 1994, die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogstebieder op Vrydag, 7 Oktober 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 169, in die dorpsgebied Sebokeng, Eenheid 7, Uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 382 (driehonderd twee-en-tagtig) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborge gegee word nie: Drie slaapkamerhuis met sitkamer, eetkamer, kombuis, badkamer, motorhuis en bediendekamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

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

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

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

Gedateer te Vanderbijlpark op hede die 26ste dag van Augustus 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureurs vir Eiser, Concordgebou, Attie Fouriestraat, Vanderbijlpark.

Case 14330/94
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 **Jooste, Jan Frederik,** First Execution Debtor, and **Jooste, Maria Wessels,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 5 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, Krugersdorp, 22B Klagburn Court, corner of Olckers and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Erf 784, situated in the Township of Mindalore Extension 1, Registration Division IQ, Transvaal, being 16 Stumke Street, Mindalore Extension 1, Krugersdorp.

Measuring: 991 (nine hundred and ninety-one) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/J.126.)

Saak 5903/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Maditaba Angelina Nathani,** 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 Vrydag, 7 Oktober 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 17 ('n gedeelte van Gedeelte 11) van Erf 33, geleë in die dorpsgebied van Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T37364/89, grootte 555 (vyfhonderd vyf-en-vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 26ste dag van Augustus 1994.

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

Saak 9411/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Limited,** Eiser, en **Abraham Matabane,** Eerste Verweerder, en **Sibongile Lucky Matabane,** 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 Vrydag, 7 Oktober 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 46 van Erf 77, geleë in die dorpsgebied van Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T68287/89, grootte 352 (driehonderd twee-en-vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 26ste dag van Augustus 1994.

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

Case 676/94

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

In the matter between **NBS Bank Limited,** No. 87/01384/06, Plaintiff, and **Surma Beleggings BK,** No. CK92/13519/23, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 April 1994, and subsequent warrant of execution the following property will be sold in execution, on 14 October 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Erf 693, 16 Stassen Street, Visagiepark, Nigel.

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

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

Dated at Nigel on this the 24th day of August 1994.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N802.)

Case 2029/93

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

In the matter between **Bank of Lisbon International Ltd,** Plaintiff, and **Andrade Toletina Jose de Olim,** First Defendant, and **Andrade Irene Gomes de Gouveia Jardim,** Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 June 1994, and subsequent warrant of execution, the following property will be sold in execution on 14 October 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely Erf 84, Noycedale:

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

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

Dated at Nigel on this the 24th day of August 1994.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/Z3606.)

Saak 5202/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Bankorp Beperk,** Eksekusieskuldeiser, en **L. B. Matthews,** Eksekusieskuldenaar

In uitvoering van 'n vonnis van die Landdroshof te Roodepoort, en 'n lasbrief vir eksekusie gedateer 17 Junie 1994, en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 7 Oktober 1994 om 10:00, te die kantoor van die Balju te Progressweg 182, Technikon, Roodepoort, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 2047, Wilropark-uitbreiding 9-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 114 (eenduisend eenhonderd en veertien) vierkante meter, gehou kragtens Akte van Transport T33325/1989.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys in kontant of by wyse van 'n bankgewaarborgde tjek by die toestaan van die bod-balans binne 21 (een-en-twintig) dae na datum van verkoping.

Alle verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees word, is in hul kantoor te Progressweg 182, Technikon, Roodepoort, gedurende normale kantoorure, ter insae beskikbaar.

Gedateer te Roodepoort hierdie 29ste dag van Augustus 1994.

Blake, Bester Ing., Blake, Bestergebou, Mimosalaan 18, Wilropark, Roodepoort. (Verw. mnr. Bester/IH/ZM4032.)

Case 33939/93
PH 482

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Adlam, Pieter Edward,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held at the office of the Sheriff of the Supreme Court for the District of Johannesburg West, on 6 October 1994 at 10:00, at 131 Marshall Street, Johannesburg, of the undermentioned property of the Defendant and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Portion 12 of Erf 1237, Claremont (Johannesburg) Township, Registration Division IQ, Transvaal, measuring 510 (five hundred and ten) square metres, held under Deed of Transfer T5186/1991, situated at 54 Anzac Road, Montclare, Johannesburg.

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

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

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

Dated at Johannesburg on this the 29th day of August 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001, P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. 336-0274.) (Ref. P. Sapire/Garth Hulley/F207.)

Case 14852/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Koekemoer: Dion,** First Defendant, and **Koekemoer: Hester Susarah 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 offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 October 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 138, Minnebron Township, Registration Division IR, Transvaal, situated at 22 Koos Voster Street, Minnebron, Brakpan, measuring 642 (six hundred and forty-two) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, family room, kitchen, laundry, three bedrooms and bathroom with a w.c.

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

Dated at Johannesburg on the 26th day of August 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00184 (A184)].

Case 5718/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pillay: Visvanathan Ramchandran,** First Defendant, and **Pillay: Therganithi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 October 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 1822, Dalpark Extension 6, Brakpan Township, Registration Division IR, Transvaal, situated at 7 Waterberry Road, Dalpark Extension 6, Brakpan, measuring 1 031 (one thousand and thirty-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance hall, lounge, dining-room, kitchen, TV-room, two bedrooms, bathroom, bar, w.c. and pergola.

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

Dated at Johannesburg on this the 26th day of August 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00108 (A108).]

Case 15799/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Govender: Gonaseelan,** First Defendant, and **Govender: Pillay Govindamah,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 October 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 2007, Dalpark Extension 6, Brakpan Township, Registration Division IR, Transvaal, situated at 6 Silverbush Crescent, Dalpark Extension 6, Brakpan, measuring 795 (seven hundred and ninety-five) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a lounge, dining-room, kitchen, three bedrooms, bathroom with a w.c. and a garage.

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

Dated at Johannesburg on the 26th day of August 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0209 (AU209).]

Case 14853/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sayed, Abdul Samad,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 October 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 351, Leachville Extension 2, Brakpan Township, Registration Division IR, Transvaal, situated at 47 Waterval Avenue, Leachville Extension 2, Brakpan, measuring 884 (eight hundred and eighty-four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, two bedrooms and bathroom.

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

Dated at Johannesburg on the 26th day of August 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00185 (A185).]

Case 16102/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Roets, Dalene Anita,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 October 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 718, Brakpan Township, Registration Division IR, Transvaal, situated at 29 Gardiner Road, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, garage, servant's room, store-room and w.c.

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

Dated at Johannesburg on the 26th day of August 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0224 (AU224).]

Case 11874/94
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 **Snyders, Johannes Hendrik,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 7 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 1272, situated in the Township of Horison Extension 1, Registration Division IQ, Transvaal, being 95 Kingfisher Street, Horison Extension 1, Roodepoort, measuring 1 224 (one thousand two hundred and twenty-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, family room, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising three garages, servant's room, toilet, laundry 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 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 and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S558.)

Case 14784/93
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 **Maloke, Tloriso Daniel,** 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 11 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: All right, title and interest in the leasehold in respect of Site 10955 (previously known as 284), situated in the Township of Tokoza Extension 2, Registration Division IQ, Transvaal, being 10955 (previously known as 284) Tokoza Extension 2, Alberton, measuring 260 (two hundred and sixty) 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 or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 7th day of September 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/AVB/M646.)

Case 3186/93

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

In the matter between **Germiston City Council,** Plaintiff, and **Van's Hope (Pty) Ltd,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 1 March 1994, the property listed herein will be sold in execution on Wednesday, 5 October 1994 at 10:00, at the offices of the Sheriff Magistrate's Court, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Portion 18 of the farm Roodekop 139 Township, Registration Division IR, Transvaal, situated at vacant stand Portion 18 of the farm Roodekop 139, measuring 5,7944 square metres.

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

Improvements: Vacant stand.

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

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

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. COLL/WM/25/8/94.)

Saak 8429/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Sentraalwes (Koöperatief) Beperk,** Eiser, en **Modise Abie Maitshotlo,** Eerste Verweerder, en **Mase Annah Maitshotlo,** 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 Vrydag, 7 Oktober 1994 om 10:00, te die kantore van die Balju, Leaskstraat 23, Klerksdorp, per publieke veiling deur die Balju, Klerksdorp, verkoop word:

Erf 180, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tigane, gehou kragtens Grondbrief TL74203/91, groot 259 (tweehonderd nege-en-vyftig) vierkante meter.

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

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Klerksdorp hierdie 18de dag van Augustus 1994.

Meyer, Van Sittert & Kropman, Prokureurs vir Eiser, SA Permanentegebou, Boomstraat, Posbus 91, Klerksdorp.

Case 4770/94

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Calvin Clive Attlee,** First Defendant, and **Johanna Margaretha Attlee,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 18 July 1994, the property listed hereunder will be sold in execution on Friday, 7 October 1994 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Erf 1043, Casseldale Extension 2 Township, Registration Division IR, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres, known as Erf 1043, Casseldale Extension 2 Township, Springs.

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

Main building: Bricks under iron residence comprising three bedrooms, kitchen, lounge, family room, one and a half bathrooms and dining-room. *Outbuildings:* Two garages and servant quarters. *Fencing:* Pre-cast. *Zoning:* 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 incidential 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 bepaid in place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

(4) The purchaser will pay interest at 16,50% (sixteen comma fifty per centum) on all preferent creditor's claims which will include the Execution Creditor's claim.

(5) Failing compliance with the conditions of sale the sale may be enforced against the purchaser being liable for damages.

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

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

Dated at Benoni on this the 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. (Tel. 845-2700.) (Ref. Mrs van Zyl.)

Saak 6436/94

IN DIE LANDDROSHOF VIR DIE DISTRK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Haverkamp, Hendrik Deon** (Identiteitsnommer 6703075098080), Eerste Verweerder, en **Haverkamp, Ronel** (Identiteitsnommer 7010100213083), Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 6 Oktober 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1829, geleë in die dorpsgebied Danville-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 471 (vierhonderd een-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T65010/1991.

Hierdie eiendom is geleë te Dirkenstraat 188, Danville.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Konstruksie:* Baksteen onder en teëls, komposisiebord, matte en novilon en warm water sisteem. *Buitegeboue:* Dubbel afdak, bediendekamer en toilet.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A1191.)

Saak 8409/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust Bank, Eiser, en **Pelser, Willem Frederik** (Identiteitsnommer 5905185055006), Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Suid, te Strubenstraat 142, Pretoria, op 5 Oktober 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Suid, te Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 493, The Reeds-uitbreiding 15-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T4708/1984.

Hierdie eiendom is geleë te Blackbeardstraat 20, The Reeds.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. *Konstruksie:* Baksteen onder en teëls, komposisiebord en matte.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A1198.)

Saak 21207/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Jacobs Gilliam Christoffel,** Identiteitsnommer 6909075222089, Eerste Verweerder, en **Jacobs Rachel Annemarie,** Identiteitsnommer 7311280224084, Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 6 Oktober 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2774, geleë in die dorpsgebied Danville-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 734 (sewehonderd vier-en-dertig) vierkante meter, gehou kragtens Akte van Transport T90010/93.

Hierdie eiendom is geleë te Renier Groblerstraat 278, Danville.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Konstruksie: Baksteen onder en teëls, herculite plafon, matte en vinyl teels, warmwatersisteem.

Buitegebou: Afdak.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1346.)

Saak 45404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Eksteen Cornelius Petrus Lourens,** Identiteitsnommer 4903195002002, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 5 Oktober 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenpark Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1845, geleë in die dorpsgebied Rooihuiskraal-uitbreiding 18, Registrasieadeling JR, Transvaal, groot 1 153 (eenduisend eenhonderd drie-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T81563/93.

Hierdie eiendom is geleë te Phalaropestraat 46, Rooihuiskraal.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamers.

Konstruksie: Baksteenwoning, herculite plafon, vinyl teëls en matte, warmwatersisteem.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1529.)

Saak 4795/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Coertse Michael Trevor,** Identiteitsnommer 5205215053000, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Oos, te Strubenstraat 142, Pretoria, op 5 Oktober 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Oos, te Strubenstraat 142, Pretoria, ter insae lê wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 12 (twaalf) soos aangetoon en vollediger beskryf op Deelplan SS343/93 in die skema bekend as Oppiwal, ten opsigte van die grond en geboue geleë te Erf 2772, Faerie Glen-uitbreiding 8, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens die genoemde Deelplan 150 (eenhonderd en vyftig) 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 ST44661/93 (12) die eenheid.

Hierdie eiendom is geleë te Woonstel 12, Oppiwal, Leratostraat, Faerie Glen.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en toilet, studeerkamer, spens en waskamer.

Konstruksie: Baksteen met grasdak, gras en houtdak, vinyl teëls en matte, warmwatersisteem.

Buitegeboue: Dubbelmotorhuis en toilet.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1197.)

Saak 34486/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Mokhara Marumo David,** Identiteitsnommer 5404235669081, Eerste Verweerder, en **Mokhara, Selibe Elizabeth,** Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 7 Oktober 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 20706, Mamelodi-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Akte van Transport TL67519/87.

Hierdie eiendom is geleë te Mamelodi Buffer Zone 20706, Rethabile.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Konstruksie: Mure baksteen, plafon herculite, dak teëls, vloer grano.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1467.)

Saak 29763/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Rakabe Mathane Lazarus,** Identiteitsnommer 1-6225637-8, Eerste Verweerder, en **Rakabe Busisiwe Leah,** Identiteitsnommer 5-6852571/3, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 7 Oktober 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2026, in die dorpsgebied Mamelodi-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL45967/86.

Hierdie eiendom is geleë te 2026 Mamelodi-uitbreiding 2.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, drie slaapkamers, badkamer.

Konstruksie: Baksteen, herculite plafon, PVC, teëldak.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1437.)

Case 2431/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Andries Kunutu,** First Defendant, and **Nomasonto Jane Kunutu,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 11 April 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 74, Vosloorus Extension 2 Township, situated on 74 Thanda Street, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 450 (four hundred and fifty) 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, dining-room, kitchen, three bedrooms, bathroom and w.c.

Property 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 1st day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00109/Mrs Kok.)

Case 2434/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Oupa Andries Phala,** First Defendant, and **Roseline Nomvula Phala,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 April 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Stand 19, Vosloorus Extension 8 Township, Registration Division IR, Transvaal, situated on Stand 19, Vosloorus Extension 8, in the Township of Vosloorus Extension 8, District of Boksburg, measuring 326 (three hundred and twenty-six) square metres.

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

Property 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 1st day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00119/Mrs Kok.)

Case 978/94

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

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

In pursuance of a jugdment in the Court for the Magistrate of Boksburg, on 7 March 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 7, Vosloorus Extension 8 Township, Registration Division IR, Transvaal, situated on 7 Vosloorus Extension 8, in the Township of Vosloorus Extension 8, District of Boksburg, measuring 305 (three hundred and five) square metres.

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

Other improvements: Fence and screen walls.

Property zoned: Residential.

The conditions of sale: The purchase price will be payable as to a deposit in cash or 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 1st day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00083/Mrs Kok.)

Case 18932/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Granger, William John,** First Defendant, and **Granger, Rosetta,** 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 7 October 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 811, Lindhaven Extension 2 Township, Registration Division IQ, Transvaal, situation 324 Italeni Avenue, Lindhaven Extension 2, area 850 (eight hundred and fifty) square metres.

Improvements (not guaranteed): Lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, two carports, under tiled roof, property enclosed.

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

Dated at Johannesburg on this the 31st day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT53E/mgh.)

Saak 35124/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **MA, B.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 6 Julie 1994, sal die onderstaande eiendom op 5 Oktober 1994 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 2 van Erf 645, geleë in die dorpsgebied Muckleneuk, Registrasieafdeling JR, Transvaal, bekend as Nicholsonstraat 77, Muckleneuk.

Gesoneer vir 'n woonhuis en buitegeboue.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, badkamer, drie slaapkamers, studeerkamer, twee motorhuise en bediendekamer.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Oos, Strubenstraat 142, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 25ste dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. Lourens/mev. Genis/VF0345.)

Saak 80669/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Floor, L.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 4 Mei 1994, sal die onderstaande eiendom op 5 Oktober 1994 om 10:00, te die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 872, geleë in die dorpsgebied Monumentpark-uitbreiding 3, Registrasieafdeling JR, Transvaal, bekend as Piet my Vroustraat 85, Monumentpark-uitbreiding 3.

Gesoneer vir 'n woonhuis en buitegeboue.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, drie slaapkamers, studeerkamer, afdak, bediendekamer en toilet, teëldak.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Suid Edenpark, Hoewe 83, hoek van Gerhard- en Weslaan, Verwoerdburg.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 25ste dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0342.)

Saak 29851/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Burger, R.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 7 Junie 1994, sal die onderstaande eiendom op 6 Oktober 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 2 van Erf 3147, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, bekend as Luttigstraat 429, Pretoria-Wes.

Sonering: Verdeelbaar, woonhuis en buitegebou.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, badkamer met toilet, drie slaapkamers, motorhuis en bediendekamer.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 25ste dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0346.)

Saak 24979/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 20 Mei 1994, sal die onderstaande eiendom op 5 Oktober 1994 om 10:00, te die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 244, geleë in die dorpsgebied Christoburg, Registrasieafdeling JR, Transvaal, bekend as Senoritastraat 437, Christoburg.

Sonering: Verdeelbaar, vakant.

Beskrywing: Leë erf.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhard- en Weslaan, Verwoerdburg.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 25ste dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0456.)

Saak 7600/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Pillay, N.,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 17 Mei 1994, sal die onderstaande eiendom op 5 Oktober 1994 om 10:00, te die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 28/R, geleë in die dorpsgebied Christoburg, Registrasieafdeling JR, Transvaal, bekend as Van Leenhoofstraat 562, Christoburg.

Gesoneer vir 'n woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, badkamer met toilet, drie slaapkamers, afdak en teëldak.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhard- en Weslaan, Verwoerdburg.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 25ste dag van Augustus 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis/VF0354.)

Case 14070/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **City of Johannesburg Pension Fund,** formerly known as Johannesburg Municipal Second Pension Fund, Plaintiff, and **Sydney Janboy Ngobeni,** 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, Johannesburg West, on 6 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, Johannesburg West, 131 Marshall Street, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff, prior to the sale, namely:

3357 Moroka Township, Registration Division IQ, Transvaal, in extent 272 square metres, held by Certificate of Registered Grant of Leasehold TL19284/88, situated at 3357 Moroka.

The following improvements are on the property and are reported but nothing is guaranteed: A single storey residence constructed of brick under tiled roof, consisting of lounge, two bedrooms, kitchen and bathroom.

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 fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the date of sale, to be calculated as follows: 5% (five per centum) 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 of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 18th day of August 1994.

Alec Oshry, Plaintiff's Attorneys, Seventh Floor, 66 Smal Street, Johannesburg. (Tel. 337-9563.)

Case 13527/93
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 **Pretorius, Hendrik Petrus,** 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, Brakpan, on 7 October 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain: Erf 152, situated in the Township of Minnebron, Registration Division IR, Transvaal, being 38 Freel Street, Minnebron, Brakpan.

Measuring: 642 (six hundred and forty-two) square metres.

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

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

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

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

Dated at Johannesburg on this 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/bt/P.189.)

Case 10024/94

IN THE SURPEME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of Bophuthatswana Limited,** Plaintiff, and **Philip Nkemeleng Sehunoe,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 7 October 1994 at 10:00, in front of the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg:

Erf 1504, situated in the Town Geelhoutpark Extension 6, Registration Division JQ, Transvaal, measuring 525 square metres, held by the Defendant under Deed of Transfer T73710/93, situated at Stand 1504, Geelhout Park Extension 6, Rustenburg.

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

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T408407/as.)

Case 11012/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **De Freitas, Manuel Nunes,** First Defendant, and **De Freitas, Anabela Correia Machodo,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain: Erf 92, Mayberry Park Extension 1 Township, Registration Division IR, Transvaal, situated at 18 Smarag Street, Mayberry Park, Alberton, being the *domicilium citandi et executandi*, measuring 694 (six hundred and ninety-four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks, plaster and tiled roof, comprising lounge, dining-room, kitchen, three bedrooms and one and a half bathrooms.

Outbuildings: Garage and carport.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00147.)

Saak 16139/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited,** Eiser, en **Somo, Johannes Maqoabika,** Eerste Verweerder, en **Somo, Ndala John,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 4 Oktober 1994 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê.

Sekere: Standplaas 10041, Tokoza-uitbreiding 5, Registrasieafdeling IR, Transvaal, gehou deur Johannes Maqoabika Somo en Ndlala John Somo, onder Akte van Transport TL12151/94.

Bekend as: Standplaas 10041, Tokoza-uitbreiding 5, groot 260 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeteringe: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombu ingangsportaal, drie slaapkamers en badkamer.

Buitegeboue: Geen.

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

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

Gedateer te Alberton op hede die 29ste dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton. (Verw. N2571/EU/PP.)

Saak 16137/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited,** Eiser, en **Mathe, Moses,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 4 Oktober 1994 om 10:00, van die ondergemelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê.

Sekere: Standplaas 9523, Tokoza-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Moses Mathe onder Akte van Transport TL43755/90, bekend as Standplaas 9523, Tokoza-uitbreiding 2-dorpsgebied, groot 280 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

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

Buitegeboue: Geen.

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

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

Gedateer te Alberton op hede die 29ste dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton. (Verw. N2566/EU/PP.)

Saak 1200/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **M. Gericke,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 18 Mei 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Saskomeule), ou Warmbadpad, Bon Accord, aan die hoogste bieër op 14 Oktober 1994 om 11:00:

Erf 2303, geleë in die dorpsgebied Sinoville, Registrasieafdeling JR, Transvaal, groot 850 (agthonderd-en-vyftig) vierkante meter (beter bekend as Hans Merenskystraat 566, Sinoville-uitbreiding 6).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping-woonhuis met drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, TV-kamer 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 van die Landdroshof, Wonderboom.

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48002.)

Case 12956/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Motla Josias Ngale,** Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on 7 October 1994 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: All the right, title and interest to the leasehold in respect of Erf 19666, situated in the Township of Mamelodi; Registration Division JR, Transvaal; measuring 328 square metres; held under Certificate of Registered Grant of Leasehold TL41733/91; known as 19666 Mamelodi East.

Improvements: Lounge/dining-room, two bedrooms, bathroom and kitchen.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1740.)

Case 9737/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mokhaba Augustus Matlhwane,** First Defendant, and **Nomangugu Gwen Matlhwane,** Second Defendant

A sale in execution of the undermentioned property is to be held at the Offices of the Sheriff of the Supreme Court, First Floor, Lastinda Building, Lisbon Street, Evander, on 19 October 1994 at 10:45. Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, First Floor, Lastinda Building, Lisbon Street, Evander:

The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements. *Property:* All the right, title and interest to the leasehold in respect of Erf 482, Embalenhle Extension 4 Township, Registration Division IS, Transvaal, measuring 387 square metres, held by virtue of Deed of Transfer TL55412/89, also known as 28 Namahali Street, Embalenhle.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1618.)

Case 14827/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gordon Patrick Fermor,** Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on 14 October 1994 at 10:00:

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

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

Property: Erf 1354, Township of Middelburg Extension 4, Registration Division JS, Transvaal, measuring 1 487 square metres, held by virtue of Deed of Transfer T20172/94, known as 17 Tambotie Street, Middelburg.

Improvements: Four bedrooms, bathroom, kitchen, dining-room, lounge and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1789.)

Case 3973/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mrs N. S. Masango,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 4 June 1991, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 October 1994 at 09:00, at the premises of the Magstrate's Court, Church Street, Nigel, to the highest bidder:

Property: Erf 3798, Duduza, Nigel, Registration Division IR, Transvaal, measuring 256 square metres, postal address 3798 Modupe Street, Duduza, Nigel.

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

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 centum) 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 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, Nigel, and inerested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

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

Case 17149/94
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 **Gaugain, Charles Alexander,** First Execution Debtor, and **Gaugain, Elise 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 Sheriff's Office, Alberton, on 11 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 1179, situated in the Township of Brackendowns Extension 1, Registration Division IR, Transvaal; being 36 Gardenia Street, Brackendowns Extension 1, Alberton, measuring 1 041 (one thousand and forty-one) square metres.

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

A detached single storey brick built residence with tiled roof, entrance hall, comprising kitchen, lounge/dining-room, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of a garage, carport 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 1st day of September 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. Floreclosures/fp/G.191.)

Case 19143/94
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 **Derwig, Daniel Elardus,** First Execution Debtor, and **Derwig, Aletta Wilhelmina,** Second Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Portion 5 of Erf 257, situated in the Township of Kliprivier, Registration Division IQ, Transvaal, being 72 A. G. Visser Street, Kliprivier, Meyerton, measuring 1 270 (one thousand two 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, three bedrooms, bathroom with outbuildings with similar construction comprising of a garage, servant's room, toilet and laundry.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 1st day of September 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/D.345.)

Case 8138/93
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 **Mtshali, Paulus,** Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 7 October 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 17817, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17817, Vosloorus Extension 25, Boksburg, measuring 247 (two hundred and forty-seven) square metres.

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

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

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

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

Dated at Johannesburg on this the 1st day of September 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/M589.)

Case 7163/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Pietersen: Josef Johannes,** First Defendant, and **Pietersen: Christina Jacoba,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 7 October 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 95, Anzac Extension 1 Township, Registration Division IR, Transvaal, situated at 4 Sports Street, Anzac, Brakpan, measuring 562 (five hundred and sixty-two) square metres.

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

Building built of brick and plaster, tiled roof comprising of a lounge, dining-room, kitchen, three bedrooms and one bathroom with w.c.

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

Dated at Johannesburg on this the 30th day of August 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hamond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00125 (UB125).]

Saak 38098/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Winfried Keller,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 16 Februarie 1993, sal die ondervermelde eiendom op 7 Oktober 1994 om 09:00, deur die Balju, Barberton, by die Landdroskantoor, Barberton, aan die hoogste bieder geregtelik verkoop word:

Erf 1705, Marlothpark-vakansiedorp, Registrasieafdeling JU, Transvaal, groot 2 395 vierkante meter, gehou kragtens Akte van Transport T5383/1983, bekend as Kingfisherstraat 1705, Marloth Park.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantoor van die Balju, Shebaweg 103, Barberton, en bevat onder andere die volgende:

(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 bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

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

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

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

Saak 63081/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Charles Matsobane Jeffrey Kgole,** Eerste Verweerder, en **Mamosweu Annah Kgole,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 22 Desember 1993, sal die ondervermelde eiendom op 5 Oktober 1994 om 10:00, deur die Balju, Pretoria Suid te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 322, Country View-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 822 vierkante meter, gehou kragtens Akte van Transport T5578/1993, bekend as Azalealaan 322, Country View-uitbreiding 3.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onvoltooide woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantoor van die Balju, Hoewe 83, Lyttelton-landbouhoewes, Verwoerdburgstad en bevat onder andere die volgende:

(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 bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

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

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

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

Saak 67544/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Isabella Hermiena van Rensburg,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 29 Oktober 1992, sal die ondervermelde eiendom op 7 Oktober 1994 om 10:00, deur die Balju, Ermelo, by die Landdroshof, Ermelo, aan die hoogste bieder geregtelik verkoop word:

Erf 403, Davel, Registrasieafdeling IS, Transvaal, groot 495 vierkante meter, gehou kragtens Akte van Transport T6181/1988, bekend as Vaughanstraat 403, Davel.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Residensieel.

en: Erf 404, Davel, Registrasieafdeling IS, Transvaal, groot 495 vierkante meter, gehou kragtens Akte van Transport T6181/1988, bekend as Vaughanstraat 404, Davel.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Residensieel.

en Erf 405, Davel, Registrasieafdeling IS, Transvaal, groot 763 vierkante meter, gehou kragtens Akte van Transport T6181/1988, bekend as Vaughanstraat 405, Davel.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.
Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantoor van die Balju, Ermelo, De Clercqstraat 10, Ermelo, en bavat onder andere die volgende:

(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 bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

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

Geteken te Pretoria op hierdie 31ste dag van Augustus 1994.

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

Case 4772/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jan Cornelius Sussens,** First Defendant, and **Alice Elizabeth Sussens,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 18 July 1994, the property listed herender will be sold in execution on Friday, 7 October 1994 at 11:00, at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 75, Brakpan-North Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, known as 38 Walkden Avenue, Brakpan-North, Brakpan.

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 lounge, dining-room, three bedrooms, two bathrooms and kitchen.

Outbuildings: Garage.

Driveway: Pavers.

Fencing: Precast. 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 Value-Added Tax, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.

3. A deposit of 10% (ten per sent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request.

If the price is R10 000 (ten thousand rand) or less, the full price will be paid in place of the deposit.

Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 (fourteen) days of the sale date.

4. The purchaser will pay interest at 15,25% (fifteen comma two five per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.

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

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

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

Dated at Benoni on this the 26th 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.

Saak 8390/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Lebakeng Gert Mokoteli,** 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, 7 Oktober 1994 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 854, Jouberton-uitbreiding 6-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

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

'n Enkelverdiepingwoning met twee slaapkamers, badkamer, kombuis, eetkamer en sitkamer.

Buitegeboue: Geen.

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

Gedateer te Klerksdorp op hierdie 24ste dag van Augustus 1994.

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

Case 4928/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Dabane: Zola Patience,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 31, Siluma View Township, Registration Division IR, Transvaal, situated at 31 Silumaview, Katlehong, Alberton, being the *domicilium citandi et executandi,* measuring 480 (four hundred and eighty) square metres.

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

Building built of concrete blocks, plaster and paint, tiled roof, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

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

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00089.)

Saak 101/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **B. J. en K. E. W. Swandle,** Eksekusieskuldenaars

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 21 Julie 1994 toegestaan is, op 4 Oktober 1994 om 13:00, te die betrokke perseel, naamlik Landdroskantoor, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 3489 D, Ekangala, groot 460 (vier ses nul) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T653/88.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word.

Indien daar 'n reserweprys is, sal dit op die dag van die veiling bekendgemaak word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping.

Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 16de dag van Augustus 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 22-911/2.] (Verw. mnr. Venter/svdb/Saambou 16.)

Saak 102/94

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **F. C. Skosana,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 22 Julie 1994 toegestaan is, op 4 Oktober 1994 om 13:00, te die betrokke perseel, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Landdroskantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 2611 D, Ekangala, groot 257 (twee vyf sewe) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport G223/93.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word.

Indien daar 'n reserweprys is, sal dit op die dag van die veiling bekendgemaak word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping.

Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 16de dag van Augustus 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 22-911/2.] (Verw. mnr. Venter/svdb/Saambou 36.)

Saak 103/94

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **K. S. Mnguni,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 22 Julie 1994 toegestaan is, op 4 Oktober 1994 om 13:00, te die betrokke perseel, naamlik Landdroskantoor, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 3371 D, Ekangala, groot 263 (twee ses drie) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T227/93.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word.

Indien daar 'n reserweprys is, sal dit op die dag van die veiling bekendgemaak word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping.

Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 16de dag van Augustus 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 22-911/2.] (Verw. mnr. Venter/svdb/Saambou 34.)

Case 16209/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Boy John Riba,** Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North West, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 6 October 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria North West, at Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

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

Property: All right, title and interest in the leasehold of Erf 2180, in the Town Saulsville, Registration Division JR, Transvaal, measuring 301 square metres, also known as 133 Padi Street, Saulsville.

Improvements: A house comprising two bedrooms, lounge/dining-room, kitchen, garage and store-room.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-24871.) (Ref. Mr Coetzee eb X326.)

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry, sal 'n verkoping sonder 'n reserweprys gehou word te: Balju – Wonderboom, Gedeelte 83, De Onderstepoort, (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 30 September 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Saak No.: 12187/91.

Vonnisskuldenaar: **R. Prinsloo,** Eerste Verweerder.

M. J. Prinsloo, Tweede Verweerder.

Eiendom: Erf 514, Amandasig-uitbreiding 3, Registrasieafdeling JR, Transvaal, beter bekend as Kareestraat 23, Amandasig, groot 1 000 (eenduisend) vierkante meter.

Gehou: Kragtens Akte van Transport T68583/1990.

Beskrywing: 'n Woonhuis bestaande uit vier slaapkamers, twee en 'n halwe badkamers, kombuis, sitkamer, gesinskamer, eetkamer, studeerkamer, dubbelmotorhuis, dubbelmotorafdak, stoorkamer en swembad.

Verw: Mnr. Botha/MB/744/93.

Saak No.: 14146/91.

Vonnisskuldenaars: **S. Nyakeni,** Eerste Verweerder.

T. E. Nyakeni, Tweede Verweerder.

Eiendom: Leasehold Stand 1288, Block BB, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal.

Groot: 582 (vyf agt twee) vierkante meter.

Gehou: Kragtens Akte van Transport T28460/1992.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer en badkamer en een motorhuis.

Verw: Mnr. Botha/MB/701/94.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

Geteken te Pretoria op hierdie 25ste dag van Augustus 1994.

Coetzee, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Ver. mnr. Botha/MB.)

Saak 280/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Bankfin Finansieringsbank** (Afdeling Bankorp), Vonnisskuldeiser, en **Johannes Hendrikus Coetzee,** Vonnisskuldenaar

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

Gedeelte 2, Erf 1273, Zeerust, Registrasieafdeing JP, Transvaal, groot 2 743 vierkante meter, waarop opgerig is 'n woonhuis, 'n woonhuis van baksteenmure onder 'n sinkdak, geen waarborge betreffende verbeterings word gegee nie en die verkoping is voetstoots.

Verkoopvoorwaardes: R10 000 kontant op die dag van verkoop, en die balans teen registrasie van transport, verseker deur 'n goedgekeurde bank- of bougenootskapwaarborg, gelewer te word binne 14 dae na dag van verkoping. Koper moet transportkostes, hereregte of BTW na gelang wat van toepassing is, en alle belastings betaal en die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

Gedateer te Zeerust hierdie 22ste dag van Augustus 1994.

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

Saak 1521/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton,** Eiser, en **S. T. Musikanth,** Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 25 April 1994, sal die ondervermelde eiendom op 6 Oktober 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Erf 939, Meyerton-uitbreiding 6, Gemsboklaan 6, Registrasieafdeling IR, Transvaal, groot 1 121 (een een twee een) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.

2. Die koopprys sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 watter bedrag ookal die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Geen verbeterings.

Aldus gedoen en geteken te Meyerton op hede die 22ste dag van Augustus 1994.

A. I. Odendaal, Lochstraat 16A, Posbus 547, Meyerton. [Tel. (016) 62-0114/5.]

Saak 3115/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **United Bank Beperk,** Eiser, en **C. D. Hughes,** Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Nigel, en 'n lasbrief vir eksekusie gedateer 1 Julie 1994, sal die ondervermelde eiendom op 30 September 1994 om 09:00, voor die Landdroshof, Nigel, aan die hoogste bieër geregtelik verkoop word naamlik:

Erf 287, Glenvarloch-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 860 (een agt ses nul) vierkante meter.

Die eiendom is geleë te Margaretstraat 13, Glenvarloch.

Verbetering: Steengebou met sinkdak bestaande uit kombuis, eetkamer, sitkamer, spens, vier slaapkamers, badkamer en toilet. Met steen omheining.

Terme: 'n Deposito van 10% (tien persent) van die koopprys by toeslaan van die bod en die balans moet binne 30 (dertig) dae gewaarborg word deur middel van 'n goedgekeurde bank- of bouverenigingwaarborg, aan die Balju, Nigel, oorhandig word.

Die volledige voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju, Derde Laan, Nigel, gesien word.

Gedoen en geteken te Heidelberg op die 23ste dag van Augustus 1994.

J. F. Joubert, vir Von Geusau Joubert & Du Plessis, Ueckermannstraat 52, Posbus 25, Heidelberg, 2400.

Saak 7235/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **Eion Blignaut,** Eerste Verweerder, en Esme Carolyn Blignaut, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 23 September 1991, en 'n lasbrief vir eksekusie gedateer 12 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 5 Oktober 1994 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 1938, Brackenhurst-uitbreiding 2, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Lilystraat 19, Brackenhurst-uitbreiding 2, Alberton, groot 1 500 vierkante meter, gehou deur Eion Blignaut en Esme Carolyn Blignaut onder Akte van Transport T47973/90.

Sonering: Residensieël.

Speiale gebruiksvergunnings of vrystellings: Geen.

Die Vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* I.B.R.-dak met gedeeltelik siersteenmure bestaande uit sitkamer, eetkamer, vier slaapkamers, studeerkamer, kombuis, twee en 'n halwe badkamers, gesinskamer en twee toilette.

Buitegeboue: Dubbel motorhuis met tîBitegeboue: Dubbel motorhuis met toilet en swembad en omheining.

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 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Johria Hof, Du Plessisstraat, Alberton.

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

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1084.)

Case 5316/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pretorius, Frederick Johan,** First Defendant, and **Pretorius, Bedelia Elizabeth Stoffelina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 7 October 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 548, Little Falls Extension 1 Township, Registration Division IQ, Transvaal, area 1 345 (one thousand three hundred and forty-five) square metres, situation 770 Bridal Veil Crescent, Little Falls Extension 1.

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

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

Dated at Johannesburg on 25 August 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N141:NP101.)

Case 18331/94
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 **Bofill, Joao Luis Soares,** 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 11 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 2564, situated in the Township of Brackenhurst Extension 2, Registration Division IR, Transvaal, being 9 Benjamin Street, Brackenhurst Extension 2, Alberton.

Measuring: 1 600 (one thousand six 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, three bedrooms, bathroom with outbuildings with similar construction comprising two garages and toilet.

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/B.329.)

Case 14099/93
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 **Jacobs, Elvis Rudy,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Roodepoort, on 7 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 293, situated in the Township of Davidsonville Extension 1, Registration Division IQ, Transvaal; being 2 Mackonie Street, Davidsonville Extension 1, Roodepoort.

Measuring: 496 (four hundred and ninety-six) square metres.

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

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

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

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

Dated at Johannesburg on this 25th day of August 194.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/J.94.)

Case 17789/94
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 Zyl Gideon Philippus,** 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 11 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: Holding 85, situated in the Township of Roods Gardens Agricultural Holdings Extension 1, Registration Division IQ, Transvaal, being 6 Wolwedoring Road, Roodebult, Germiston.

Measuring: 1,9082 (one comma nine nil eight two) hectares.

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

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

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

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

Dated at Johannesburg on this 25th 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.306.)

Saak 23792/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **NBS Bank Beperk,** Eiser, en **John Michael Crous,** Verweerder

Eksekusieverkoping gehou te word te Strubenstraat 142, Pretoria, op 5 Oktober 1994 om 10:00, van:

Gedeelte 19 van Erf 1227, Noordwyk-uitbreiding 23, Registrasieafdeling JR, Transvaal, grootte 454 m^2 (vierhonderd vier-en-vyftig) vierkante meter.

Die eiendom is geleë en staan bekend as Oudekraal Close 19, Noordwyk-uitbreiding 23.

Verbeterings bestaan uit woning met twee slaapkamers, badkamer aparte toilet, sitkamer en kombuis.

Omhein met draad.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Pretoria-Suid.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/H6044.)

Case 31809/91
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 **Mcduling, Marona,** 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 12 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Erf 45, situated in the Township of Silverfields Park, Registration Division IQ, Transvaal; being 16 Diamant Street, Silverfields Park, Krugersdorp.

Measuring: 830 (eight 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, dressing room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of playroom, two carports, toilet, servant's room and laundry.

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

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

Dated at Johannesburg on this 22nd 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/M190.)

Case 3525/94

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

In the matter between **Germiston City Council,** Plaintiff, and **C. C. B. Erasmus,** First Defendant, and **H. S. Erasmus,** Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 20 July 1994, the property listed herein will be sold in execution on Wednesday, 12 October 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Erf 873, Roodkop Township, Registration Division IR, Transvaal, situated at Steenbok Avenue 96, Leondale, Alberton, measuring 1 072 square metres.

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

Improvements: Dining-room, lounge, kitchen, three bedrooms, bathroom, toilet, tiled roof and fence.

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

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

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. Coll/WM.)

Saak 7948/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank,** 'n divisie van ABSA Bank Beperk, Vonnisskuldeiser, en **H. D. Philander,** Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop op 7 Oktober 1994 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 555, Geluksdal-dorpsgebied.

Ligging: Rheumanellarylaan 555, Geluksdal, Brakpan, grootte 338 m^2.

Verbeteringe: Sitkamer plus eetkamer gekombineer, drie slaapkamers, badkamer en kombuis.

Buitegeboue: Motorhuis.

Sonering: Residensieel.

Voorwaardes van verkoping:

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

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

3. Die koper sal die transportakte asook munisipale belastings, wat agterstallige en regskoste mag insluit, betaal asook die prokureurs en geregsbodekoste verbonde aan die verkoping.

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

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

Geyser & De Kock, Glenley Huis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mej. Heunis/U628.)

Case 28651/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Skhosana, Monica Nomfanelo,** 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 13 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 693, situated in the Township of Meredale Extension 9, Registration Division IQ, Transvaal; being 693 Barbet Street, Meredale Extension 9, Johannesburg.

Measuring: 1 111 (one thousand one hundred and eleven) 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, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double 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 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, 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.329.)

Case 16723/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Gulf Steel (Pty) Ltd,** Plaintiff, and **W. J. van Heerden,** Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 23 November 1993, the herein undermentioned property will be sold in execution on Friday, 30 September 1994 at 10:00, at the office of the Sheriff, Barberton, at the front entrance to the Magistrate's Court, Barberton, to the highest bidder subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain Portion 1, Farm 205, Glen Avon, Registration Division JU, Transvaal, extent 11,2305 hectares, held under Deed of Transfer T89197/1992.

The property is situated at farm Glen Avon, District of Komatipoort.

Description of improvements on property, although nothing is guaranteed: Three bedrooms, two bathrooms, double garage, servant's room, corrugated iron shed which serves as a shop.

Conditions of sale: 10% (ten per centum) of the purchase price of the property together with the Sheriff's commission, is to be paid immediately after the auction. The balance of the purchase price is payable upon transfer and is to be guaranteed by a bank or building society, which guarantee is to be furnished by the purchaser within 30 (thirty) days after the sale.

The conditions of sale are available for inspection at the office of the Sheriff, Barberton, at United Building, Barberton.

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

M. W. Nixon, for Nixon & Collins, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria, 0002. (Tel. 323-8633.) (Ref. Nixon/GW/G4722B.)

Case 12115/94

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

In the matter between **OK Bazaars (1929) Ltd,** trading as OK Pretoria North, Plaintiff, and **Mrs E. Redelinghuys,** Defendant

A sale will be held on Firday, 30 September 1994 at 11:00, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord of:

Erf 1238, The Orchards Extension 11, Registration Division JR, Transvaal, measuring 960 square metres, situated at 210 Hulton Street, The Orchards Extension 11.

Particulars are not guaranteed: A facebrick dwelling with pitched tiled roof, comprising two bedrooms, bathroom and toilet, lounge, dining-room, family room, kitchen, wall to wall carpeting, swimming-pool and surrounded on three sides by walls.

Inspect conditions of sale at the Sheriff of the Court, Wonderboom at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

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

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G5150.)

Case 76470/93

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

In the matter between **Grobler & Stadler (Pty) Ltd,** trading as Jako Paints, and **D. J. Prinsloo,** trading as D. W. Contractors, Defendant

A sale will be held on Friday, 30 September 1994 at 11:00, at the Office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of Portion 11, Erf 71, The Orchards, Registration Division JR, Transvaal, measuring 992 square metres, situated at 24 Kiepersol Road, The Orchards.

Particulars are not guaranteed: Flat roofed dwelling with plastered and painted walls, consisting of three bedrooms, two bathrooms (one with shower), lounge/dining-room, kitchen, outside laundry, double garage, servant's room and toilet, store-room, swimming-pool, property surrounded by concrete walls on three sides.

Inspect conditions of sale at the Sheriff of the Court, Wonderboom, at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

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

M. Nixon, for Nixon & Collins, Attorney's for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G5003.)

Case 12844/92
PH 136

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Naidoo, Vasuthevan Perumal,** First Defendant, and **Naidoo, Kogila,** 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 conducted by the Sheriff, Westonaria, in front of the Magistrate's Court, President Steyn Street, Westonaria, on Friday, 7 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Westonaria, at Barcley Centre, First Floor, Edwards Avenue, Westonaria:

Erf 2192, Lenasia South Township, Registration Division IQ, Transvaal, situated at 2192 Milkwood Street, Lenasia, measuring 612 (six hundred and twelve) square metres, held under Deed of Transfer T4493/87.

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

Main building: Brick dwelling-house with a tiled roof consisting of kitchen, entrance hall, lounge, family room/bar, dining-room, study, TV-room, three bedrooms and two bathrooms.

Outbuildings: Garage and servant's quarters.

Zoning: Residential.

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

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

Date: 17 August 1994.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6N102.)

Saak 189/93

IN DIE LANDDROSHOF VIR DIE DISTRIK AMERSFOORT GEHOU TE AMERSFOORT

In die saak tussen **Amersfoort Dorpsraad,** Eiser, en **A. M. Compaan,** Eerste Verweerder, en **S. J. S. Compaan,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Amersfoort en lasbrief vir eksekusie gedateer 16 Junie 1994 in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Amersfoort, voor die Landdroskantore, Sybrand van Niekerk-straat, Amersfoort, gehou op Vrydag, 7 Oktober 1994 om 09:30, volgens voorwaardes wat nou by die Balju te Amersfoort se kantoor te Breëstraat 110, Amersfoort, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 211, geleë in die dorp Amersfoort, Registrasieafdeling HS, Transvaal, groot 2855 (tweeduisend agthonderd vyf-en-veertig) vierkante meter, gehou kragtens akte van Transport T29240/89.

Daar is geen verbeterings op die eiendom aangebring nie. Dit is 'n leë erf. Die eiendom staan ook bekend as Buitekant-straat 49, Amersfoort.

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

J. de W. Oosthuizen, Prokureur vir Eiser, Breëstraat 110, Posbus 282, Amersfoort, 2490.

Case 16448/94
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 **Mohapi, Mohlomi Josiah,** First Execution Debtor, and **Tsontsi, Dorah,** Second Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 7 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 2421, situated in the Township of Doornkop Extension 1, Registration Division IQ, Transvaal, being 2421 Doornkop Extension 1, Roodepoort, measuring 300 (three hundred) square metres.

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

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

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

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

Dated at Johannesburg on this the 17th day of August 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/D879.)

Saak 15187/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Kubheka, Jatton Ernest**, Eerste Verweerder, en **Kubheka, Phindile Olga**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 4 Oktober 1994 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere: Standplaas 290, Mngadi Section, Katlehong, Registrasieafdeling IR, Transvaal, gehou deur Jatton Ernst Kubheka en Phindile Olga Kubheka onder Akte van Transport TL25994/87, bekend as Standplaas 290, Mngadi Section, Katlehong, groot 279 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeteringe: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, ingangsportaal, drie slaapkamers en badkamer. *Buitegeboue:* Enkelmotorhuis.

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

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

Gedateer te Alberton op hede die 29ste dag van Augustus 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton. (Verw. N2532/EU/PP.)

Saak 6140/90

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **H.** en **J. B. Bear**, Verweerder

Ingevolge uitspraak van die Landdros van Rustenburg en lasbrief tot geregtelike verkoping met datum 18 Augustus 1994, sal die ondervermelde eiendom op Woensdag, 5 Oktober 1994 om 11:00, te die Landdroskantoor, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 28, 'n gedeelte van Gedeelte 18 van die plaas Doornlaagte 318, Registrasieafdeling JQ, Transvaal, groot 21 4133 hektaar, gehou kragtens Akte van Transport T35549/90.

Waarop opgerig is woonhuis van baksteenmure onder 'n staaldak wat gesê word ses kamers, buiten kombuis en twee badkamers en gewone buitegeboue en bediendetoilet te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

Voorwaardes:

10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg gelewer te word binne 21 (een-en-twintig) dae. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Smitslaan 30, Rustenburg, nagesien word.

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

Immelman Visagie & Van der Merwe, Prokureurs vir Eiser, Bergstraat 57, Posbus 673, Rustenburg, 0300.

Case 3539/92

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 **Amravathee Pillay**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 7 June 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 66, Actonville Township, Registration Division IR, Transvaal, measuring 446 (four hundred and forty-six) square metres, known as 66 Birmingham Street, Actonville, Benoni.

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

Main building: Residence comprising 12 bedrooms, three and a half bathrooms, kitchen, dining-room and lounge.

Outbuildings: Two garages.

Zoned: Special 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 21% (twenty-one 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 29th day of August 1994.

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

Saak 25108/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Maleka, Nkometse John,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping met/sonder 'n reserweprys gehou word te die Balju, Landdroskantoor, De Villiersstraat, Witbank, op 7 Oktober 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Witbank, voor die verkoping ter insae sal lê:

Sekere Erf 1448, Phola-dorpsgebied, Witbank, Registrasieafdeling JS, Transvaal, groot 377 (drie sewe sewe) vierkante meter.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit gekombineerde sit-/eetkamer, twee slaapkamers, badkamer/toilet en kombuis.

Buitegeboue bestaande uit: Geen.

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

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

Gedateer te Johannesburg op hierdie 29ste dag van Augustus 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z10421.)

Saak 7042/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Magangane, Mbulaleni Joba,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Progressweg 182, Technikon, distrik Roodepoort, op 21 Oktober 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Roodepoort, voor die verkoping ter insae sal lê:

Sekere Erf 1519, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 287 (twee agt sewe) vierkante meter.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Huis met teëldak en met gepleisterde bakstene en staalvensters bestaande uit eetkamer, twee slaapkamers, twee badkamers en kombuis.

Buitegeboue bestaande uit enkelmotorhuis.

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

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

Gedateer te Johannesburg op hierdie 19de dag van Augustus 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z12366.)

Saak 3809/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Mokgade, Moses Gordon Motlogelwa,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Progressweg 182, Technikon, distrik Roodepoort, op 21 Oktober 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Roodepoort, voor die verkoping ter insae sal lê:

Sekere Erf 2291, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (drie nul nul) vierkante meter.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Huis met teëldak en met gepleisterde bakstene en staalvensters bestaande uit eetkamer, drie slaapkamers, badkamer en kombuis.

Buitegeboue bestaande uit: Geen.

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

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

Gedateer te Johannesburg op hierdie 19de dag van Augustus 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z11895.)

Saak 29372/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Carl Johannes Wynand Bam,** Eiser, en **Johannes Stephanus Pretorius,** Verweerder

'n Verkoping word gehou te Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, op 5 Oktober 1994 om 10:00, van:

'n Eenheid bestaande uit Deel 1, soos getoon en vollediger beskryf op Deelplan SS479/92 in die skema bekend as Fortiter ten opsigte van die grond en gebou of geboue geleë te Erf 2440 in die dorp Moreletapark-uitbreiding 5, Plaaslike Bestuur: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde deelplan 189 (eenhonderd nege-en-tagtig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST83160/92 (beter bekend as Wekkerstraat 733, Moreletapark, Pretoria).

Besonderhede word nie gewaarborg nie.

'n Duethuis bestaande uit 'n ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, twee slaapkamers en badkamer.

Buitegeboue: Twee motorhuise en bediendekamer met wasarea.

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

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. mnr. Van der Merwe/avg.)

Case 3257/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Tshabalala: Ngamu Walter,** First Defendant, and **Tshabalala: Tsietsi Nomvula,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 9, Siluma View Township, Registration Division IR, Transvaal, situated at 9 Siluma View, Katlehong, Alberton, being the *domicilium citandi et executandi.*

Measuring 299 (two hundred and ninety-nine) square metres.

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

Single-storey building built of bricks, plaster and paint, cement tiled roof, comprising lounge, kitchen, two bedrooms, bathroom and w.c.

Property fenced.

Property zoned Residential.

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

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on this the 30th day of August 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00081.)

Case 6806/94

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

In the matter between **NBS Bank Limited**(Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Joseph Masilo Maimane,** First Defendant, and **Anna Mapelo Maimane,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 2 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 18151, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 18151 Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

Building built of brick, plaster and paint, tiled roof residence, comprising lounge, kitchen, two bedrooms and bathroom.

Property 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 30th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00200/Mrs Kok.)

Case 6425/94

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

In the matter between **NBS Bank Limited**(Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Buxton Mtekwana,** First Defendant, and **Yoliswa Mavis Mtekwana,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 26 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 919, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 919 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 330 (three hundred and thirty) square metres.

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

Building built of brick, plaster and paint, tiled roof residence, comprising lounge, kitchen, two bedrooms and bathroom.

Property 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 30th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00185/Mrs Kok.)

Case 14324/94
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IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Badenszky, Zoltan Attila,** 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, Brakpan, on 7 October 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 1274, situated in the Township of Leachville Extension 1, Registration Division IR, Transvaal, being 2 Bottlebrush Street, Leachville Extension 1, Brakpan, measuring 782 (seven hundred and eighty-two) square metres.

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

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

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

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

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

Dated at Johannesburg this 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/bt/B.323.)

Saak 34148/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **Robin, Holt,** Verweerder

Ter uitwinning van 'n vonis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Elna Randhof, hoek van Selkirk- en Blairgowrielaan, Randburg, op 4 Oktober 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae lê:

Sekere Erf 148, Randparkrif-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Gertrudestraat 152, Randpark Ridge, grootte 2 610m^2 (twee ses een nul) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers en twee badkamers/toilette.

Buitegeboue: Dubbelmotorhuis, bediendekamer, toilet/stort, swembad en plaveisel.

Konstruktueer: Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping sal as volg bereken word:

5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 14de dag van Augustus 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5314E.)

Case 7221/91

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

In the matter between **United Bank Limited,** Plaintiff/Execution Creditor, and **Coenraad Johannes Petrus Digue,** First Defendant/Execution Debtor, and **Zenda Elizabeth Digue,** Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs dated 29 August 1991, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on Friday, 7 October 1994 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 200, Paul Krugersoord Extension 1 Township, Registration Division IR, Transvaal, measuring 864 (eight hundred and sixty-four) square metres, held by the Defendants under Deed of Transfer T16835/88.

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

Main buildings: Brick building under tile roof consisting of lounge, three bedrooms, kitchen and bathroom/toilet.

Outbuildings: Garage, servant's toilet, walls and paving.

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

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

Dated at Springs this 18th day of August 1994.

A. F. Janse, for Bennett, McNaughton & Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Saak 161/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Munisipaliteit van Machadodorp,** Eksekusieskuldeiser, en **A. S. du Plessis** Eksekusieskuldenaar

Ingevolge 'n vonnis van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie sal die hieronder genoemde eiendom in eksekusie verkoop word op 7 Oktober 1994 om 10:00, by die kantore van Eloff Prokureurs, Gen. Smitstraat 4, Machadodorp, aan die hoogste bieder, deur die Balju van bogemelde Agbare Hof:

Eiendom: Sekere Erf 128, geleë in die dorpsgebied Machadodorp, Registrasieafdeling JT, Transvaal, groot 2 974 vierkante meter, gehou kragtens Akte van Transport T23967/1983.

Onderhewig aan die voorwaardes soos vermeld in bogemelde Akte van Transport.

Die eiendom is onverbeterd.

Voorwaardes van verkoop: 10% (tien persent) van die volle koopsom onmiddellik op datum van koop en die balans is betaalbaar teen registrasie van die eiendom in die naam van die koper welke bedrag gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg welke waarborg ingelewer moet word aan die Balju, Belfast, binne 14 (veertien) dae vanaf datum van koop.

Die koper sal onmiddellik na die koop, die verkoopvoorwaardes onderteken wat ter insae lê by die kantoor van die Balju, Belfast.

Geteken te Machadodorp op hierdie 23ste dag van Augustus 1994.

P. A. Eloff, vir Eloff, Prokureurs, Vermootenstraat 90, Belfast, en/of Gen. Smitstraat 4, Machadodorp (Posbus 37, Machadodorp, 1170). [Tel. (013252) vra vir 37.]

Saak 648/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Munisipaliteit van Machadodorp,** Eksekusieskuldeiser, en **G. S. Findlay,** Eksekusieskuldenaar

Ingevolge 'n vonnis van die bogenoemde Agbare Hof en in uitvoering daarvan, sal die ondergemelde eiendom deur die Balju vir Belfast, verkoop word op 7 Oktober 1994 te die kantore van Eloff, Prokureurs, Gen. Smithstraat 4, Machadodorp, aan die hoogste bieder:

1. Sekere Erf 279, geleë in die dorpsgebied Machadodorp, Registrasieafdeing JT, Transvaal, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T7982/1927.

2. Sekere Erf 280, geleë in die dorpsgebied Machadodorp, Registrasieafdeling JT, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T7981/1927.

3. Sekere Erf 327, geleë in die dorpsgebied Machadodorp, Registrasieafdeling JT, Transvaal, groot 1 487 vierkante meter.

4. Sekere Erf 330, geleë in die dorpsgebied Machadodorp, Registrasieafdeling JT, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T7979/1927.

Onderhewig aan die voorwaardes vervat in die voormelde Aktes van Transport.

Alle eiendomme is onbeboude grond.

Voorwaardes van verkoop: 10% (tien persent) van die volle koopsom onmiddellik op datum van koop en die balans is betaalbaar teen registrasie van die eiendom in die naam van die koper welke bedrag gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg welke waarborg gelewer moet word aan die Balju, Belfast, binne 14 (veertien) dae vanaf datm van koop.

Die koper sal onmiddellik na die koop, die verkoopvoorwaardes onderteken wat ter insae lê by die kantoor van die Balju, Belfast.

Geteken te Machadodorp op hierdie 23ste dag van Augustus 1994.

P. A. Eloff, vir Eloff, Prokureurs, Vermootenstraat 90, Belfast, en/of Gen. Smitstraat 4, Machadodorp (Posbus 37, Machadodorp, 1170). [Tel. (013252) vra vir 37.]

Case 31095/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Valashiya: Stefane Nicolas,** First Defendant, and **Valashiya: Evelyn Andy Nomthandaso,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 1445 (formerly known as Site 1579), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at 1579 Likole Extension 1, Katlehong, Alberton, being the *domicilium citandi et executandi,* measuring 330 (three hundred and thirty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks, plaster and paint, tiled roof, comprising lounge, kitchen, two bedrooms and bathroom. Property zoned Residential.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00047.)

Case 2599/94

IN THE SUPREME COURT OF SOUTH AFIRCA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Ndhlovu: Moni Elimon,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 9360, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at 9360 Tokoza Extension 2, Tokoza, Alberton, being the *domicilium citandi et executandi,* measuring 372 (three hundred and twenty-seven) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks and paint, tiled roof, comprising lounge, kitchen, two bedrooms, bathroom and toilet. Property fenced in. Property zoned Residential.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00067.)

Case 11611/93

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

In the matter between **NBS Bank Limited,** formery known as Natal Building Society Limited (Reg. No. 87/01384/06, Plaintiff, and **Ramokgumusi Josiah Ratema,** First Defendant, and **Manketsi Rebecca Ratema,** Second Defendant

In execution of a judgment of the Supreme Court for the Magistrate of Germiston, on 2 November 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 5 October 1994 at 10:00, at the office of the Sheriff, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 1632, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at 1632 Othandweni Extension 1, Tokoza, in the Township of Tokoza, District of Alberton, measuring 240 (two hundred and forty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence built of brick, plaster, paint and tiled roof comprising lounge, kitchen, two bedrooms, bathroom and toilet. Property zoned Residential.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7711/Mrs Kok.); C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedfordview.

Case 10622/93

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Jones Langson,** First Defendant, and **Mankwe Elizabeth Langson,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 7 December 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 5 October 1994 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 259, Siluma View Township, Registration Division IR, Transvaal, situated on 259 Katlehong Gardens, Katlehong, in the Township of Katlehong, District of Alberton, measuring 324 (three hundred and twenty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick, plaster, paint and cement tiled roof comprising dining-room, kitchen, two bedrooms, bathroom and w.c. *Outbuilding:* Portch and living area. Fencing and gates. Property zoned Residential.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG 7675/Mrs Kok.); C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedfordview.

Case 11469/93

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Vusimuzi Meshack Mdluli,** First Defendant, and **Octavia Philiswe Mdluli,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 1 November 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 5 October 1994 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 1811, Likole Extension 1 Township, Registration Division IR, Transvaal, situated on 1811 Likole Extension 1, Silumaview, Katlehong, in the Township of Silumaview, Katlehong, District of Alberton, measuring 348 (threehundred and forty-eight) square metres.

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

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7703/Mrs Kok.); C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedfordview.

Case 689/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Zacharia Radebe,** First Defendant, and **Busisiwe Doreen Radebe,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 17179, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17179 Motlhakwa Crescent, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 252 (two hundred and fifty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence built of brick, plaster, paint and tiled roof comprising lounge, kitchen, two bedrooms, bathroom and w.c. Fencing. Property zoned Residential.

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 25th day of August 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00080/Mrs Kok.)

Case 12614/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 4 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 5 October 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 8368, Daveyton Extension 2 Township, Registration Division IR, Transvaal, situated on 16026 James Douglas Crescent, Daveyton, District of Benoni, being the *domicilium citandi et executandi;* measuring 316 (three hundred and sixteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey building built of brick and plaster, tiled roof residence comprising lounge, kitchen, three bedrooms, bathroom and toilet. Wire fencing. Zoned Residential.

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-46311.) (Ref. Mrs Kok/N20015.)

Saak 4626/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike-Afrika Beperk** (Registrasienommer 05/01225/06), Eiser, en **Christo Cloete,** Eerste Verweerder, en **Jacoba Adriana Cloete,** Tweede Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 20 Mei 1994, sal hierdie onderver-melde eiendom geregtelik verkoop word op 7 Oktober 1994 om 10:00, te die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, nl:

Erf 285, Allensnek-uitbreiding 4-dorpsgebied, Registrasieafdeing IQ, Transvaal, groot 1 141 (eenduisend eenhonderd een-en-veertig) vierkante meter, gehou kragtens T26375/90, bekend as Humming Bird Laan 1021, Allensnek-uitbreiding 4.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis onder teëldak bestaande uit sitkamer, eetkamer, badkamer, twee slaapkamers, gang en kombuis.

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

Gedateer te Roodepoort hierdie 22ste dag van Augustus 1994.

Herman Van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Verw. mev. Le Roux/50304.)

Case 11522/94

IN THE SUPREME COURT OF SOUTH AFIRCA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Dladla: Mbuti Job,** First Defendant, and **Dladla: Mavis Busisiwe,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 1245, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at 1245 Othandweni Extension 1, Tokoza, Alberton, being the *domicilium citandi et executandi,* measuring 260 (two hundred and sixty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks, plaster and paint, tiled roof, comprising lounge, kitchen, two bedrooms and bathroom. Property zoned Residential.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00156.)

Case 5716/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Khanyile: Victor Nkosinathi,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 4 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain all the right, title and interest in the leasehold in respect of Erf 1585, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at 1585 Othandweni Extension 1, Tokoza, Alberton, being the domicilium citandi et executandi, measuring 240 (two hundred and forty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of semi face bricks and tiled roof, comprising lounge, kitchen, three bedrooms, bathroom, w.c. Property zoned Residential.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00103.)

Saak 4293/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Phepana Jonas Nkoana,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 22 Julie 1994, sal 'n verkoping gehou word op 5 Oktober 1994 om 10:00, by die verkooplokaal van die Balju, Klaburnhof, 22B Ockersestraat, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 12446, Kagiso-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL43684/89, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport TL43684/89.

Die eiendom is gesoneer Residensieel 1 en is geleë te 12446, Kagiso-uitbreiding 3, en bestaan uit 'n sitkamer, gesinskamer, twee slaapkamers, gang, kombuis, teëldak, gepleisterde mure, staalvensterrame en 'n swembad, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, 22B Ockersestraat, Krugersdorp.

Gedateer te Roodepoort op hierdie 1ste dag van September 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/977/94/BN432.)

Saak 178/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.,** Eiser, en **W. Phesane,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Randfontein, in bogemelde saak op 22 April 1994, sal 'n verkoping gehou word op 7 Oktober 1994 om 14:15; by die verkoopslokaal van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Randfontein, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Randfontein, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 5534, Mohlakeng-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL6792/90, groot 242 (tweehonderd twee-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL6792/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Padestraat 5534, Mohlakeng-uitbreiding 3, en bestaan uit 'n sitkamer, kombuis, twee slaapkamers, badkamer, gang, teëldak met gepleisterde mure en staalvensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aaneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein.

Gedateer te Roodepoort op hierdie 1ste dag van September 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Drakensbergweg 3, Finsbury, Randfontein; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/143/94/BP564.)

Case 8662/93

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

In the matter between **Standard Bank of SA Limited,** Execution Creditor, and **Thysbly CC,** Execution Debtor

A sale in execution of the property described hereunder will take place on 5 October 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Portion 12 of Erf 1557, Roodekop Township, Registration Division IR, Transvaal, measuring 1 649 (one thousand six hundred and forty-nine) square metres, situated at 12 Rail Road, Roodekop Extension 1.

Improvements: Modern double volume steel structure warehouse with double storey office block and cloakroom facilities.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Avenue, Florentia, Alberton.

Signed and dated at Alberton the 31st day of August 1994.

Jack Sherman, Execution Creditor's Attorneys, 5A Clinton Road, New Redruth, Alberton.

Saak 43404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Erna Johanna Putter,** Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Noordoos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 25 Oktober 1994 om 10:00, van resterende gedeelte van Erf 114, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T60703/92, beter bekend as Wolmaransstraat 84, Jan Niemandpark.

Besonderhede word nie gewaarborg nie: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. *Buitegeboue:* Enkelmotorhuis, bediendekamer en toilet.

Besigtig voorwaardes by die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Saak 49197/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Nico Muller,** Verweerder

'n Verkoping word gehou deur die Balju, Pretoria-Noordoos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 25 Oktober 1994 om 10:00, van resterende gedeelte van Erf 232, Jan Niemandpark-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 743 (sewehonderd drie-en-veertig) vierkante meter, gehou kragtens Akte van Transport T82932/93, beter bekend as Angelosstraat 238, Jan Niemandpark. Besonderhede word nie gewaarborg nie.

'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort en toilet. *Buitegeboue:* Enkelmotorhuis, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Case 11319/94
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 **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 Northview, Unit 2, 45 Richard Drive, Halfway House, on 12 October 1994 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at Northview, Unit 2, 45 Richard Drive, Halfway House 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 or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 5th day of September 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. Foreciosures/fp/S.551.)

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 the Sheriff's Office, Randburg, on 11 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, 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, lounge/dining-room, family room, study, laundry, dressing-room, store-room, four bedrooms, two bathrooms with outbuildings with similar construction comprising 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 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 6th day of September 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/S555.)

Saak 6629/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Casper Johannes Marais,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju, te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 7 Oktober 1994 om 10:00:

Erf 2917, Witpoortjie-uitbreiding 15-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Drakestraat 1, Witpoortjie-uitbreiding 15, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staalvensters, gepleisterde mure en steen-omheining—die huis bestaande uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis en motorhuis.

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

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

Case 193/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Norman Derek Salmon,** 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 8 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, 4 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Holding 308, situate at North Riding Agricultural Holdings, Registration Division IQ, Transvaal (also known as 308 Boundary Drive, North Riding Agricultural Holdings), measuring 3,2959 (three comma two nine five nine) hectares, held by Deed of Transfer T26982/92, subject to the conditions contained therein and specially subject to the reservation of mineral rights.

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

1. Dwelling consisting of lounge/bar, dining-room, study, kitchen, pantry, three bedrooms, bathroom/w.c./shower, bathroom/w.c., w.c.; and

2. Attached flatlet consisting of lounge/dining-room, kitchen, pantry, two bedrooms, bathroom/shower/w.c.; and

3. Servant's room with bathroom/w.c.; and

4. Two garages, swimming-pool and two boreholes.

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

Dated at Pretoria this 6th day of September 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Churc Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S20/94.)

Saak 359/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG TVL GEHOU TE HEIDELBERG TVL

In die saak tussen **NBS Bank Beperk,** Eiser, en **Tankiso William Maerman,** Eerste Verweerder, en **Hofela Engelina Maerman,** Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in die Landdroshof vir die distrik Heidelberg, Transvaal, en 'n lasbrief vir eksekusie tot geregtelike verkoping uitgereik, sal die ondervermelde eiendom op 30 September 1994 om 09:00, by die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder geregtelik verkoop word:

Erf 1689, Ratanda, Heidelberg, Transvaal, Registrasieafdeling IR, Transvaal, groot 260 vierkante meter.

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

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

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

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

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

Gedateer te Heidelberg, Tvl op hede die 30ste dag van Augustus 1994.

Liebenberg & Malan Ing, Ueckermannstraat 20; Posbus 136, Heidelberg, Tvl. [Tel. (0151) 4164.] (Docex 2.) (Verw. mev. M. Minny.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 7 Oktober 1994 om 10:00:

Nedcor Bank Beperk, Eksekusiekrediteur

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

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

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

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

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

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400,00 (vierhonderd rand) watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000,00 en daarna 3% (drie persent) tot 'n maksimum van R6 000,00 met 'n minimum van R200,00, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapswaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, kan die koper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

Saaknommer: **10924/93.**

Vonnisskuldenaar: **C. M. Moster en S. A. C. E. Mostert.**

Eiendom: Hoewe 21, Althea-landbouhoewes, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 2,0391 hektaar.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straatadres van eiendom: Hoewe 21, Althea-landbouhoewes, distrik Vereeniging.

Rente op vonnisskuld: 16%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureurs, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/575.)

Saak 53679/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Edith Maud Smith,** Verweerder

Erf 321, geleë in Amsterdam, IT, groot 2 855 vierkante meter, geleë te hoek van President- en Shepstonestraat, Amsterdam; T9065/1929, eksekusieveiling te Landdroskantore, Presidentstraat, Amsterdam, op 19 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 waarborge word egter verstrek nie.

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

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

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

Geteken te Pretoria op hierdie 5de dag van September 1994.

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

Saak 21861/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Raganang Richard Magabane,** Eerste Verweerder, en **Damaria Mouna Magabane,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 7 Desember 1993 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Wonderboom op 7 Oktober 1994 om 11:00, te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule, ou Warmbadpad, Bon Accord) verkoop:

1. Erf 5236, in die dorp Mamelodi, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport TL55009/1989, groot 272 vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie:

Huis met drie slaapkamers, sitkamer, eetkamer, gesinskamer, badkamer en kombuis, motorhuis en stoorkamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Wonderboom.

Geteken te Pretoria op hierdie 6de dag van September 1994.

Van Zyl Le Roux & Hurter Ingelyf, Porkureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. J. J. Hurter/CVB/103720.)

Saak 21859/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank,** Trust Bank, Eiser, en **Theo Edgar Sherman,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 22 Julie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 5 Oktober 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Drongostraat 39, Rooihuiskraal-Noord, en word omskryf as Erf 181, geleë in die dorpsgebied Rooihuiskraal-Noord, Registrasieafdeling JR, Transvaal, groot 1 512 (eenduisend vyfhonderd-en-twaalf) vierkante meter, gehou kragtens Akte van Transport T13442/87.

Die eindom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en dubbelmotorhuis.

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

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

Geteken te Pretoria op hierdie 6de dag van September 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T1007.)

Case 16770/94
PH 388

IN THE SUPREME COUR OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Visser, Phyllis,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 7 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Holding 36, Harveston Agricultural Holdings, Registration Division IQ, Transvaal, area 1,7139 (one comma seven one three nine) hectares, situation Holding 36, Harveston, Pencharts Street, Harverston Agricultural Holdings.

Improvements (not guaranteed): A house under iron roof, consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, double garage, swimming-pool, granny flat and with wire fence around property.

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

Dated at Johannesburg on this 5th day of September 1994.

F. R. J. Jansen, vir Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ61.)

Case 13743/94
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 **Kuc, Tadeusz,** 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 13 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, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section 7, as shown and more fully described on Sectional Plan SS46/1986, in the scheme known as Park Court II, in respect of the land and building or buildings situated at Yeoville Township, in the area of the Johannesburg Local Authority of which the floor area, according to said sectional plan is 65 (sixty-five) 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 endoresed on the said sectional plan, being 7 Park Court II, 45 Becker Street, Yeoville.

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

A simplex brick built residence with concrete roof, comprising kitchen, lounge/dining-room, bedroom, bathroom, balcony, the common property comprising servant's room, kitchen, common room, servant's toilet, boiler room, store-room and refuseroom.

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 2nd day of September 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/K.214.)

Case 04691/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Papenfus, Frieda,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 7 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 3 of Erf 560, Roodekrans Extension 3 Township, Registration Division IQ, Transvaal, situation 1 169 Mistletoe Turn, Roodekrans Extension 3, area 427 (four hundred and twenty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, two garages/store-rooms 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) up to a maximum fee of R6 000 and a minimum of R200

Dated at Johannesburg on this the 5th day of September 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484,1777.) (Ref. GT32E/mgh/tf.)

Case 16860/94
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Alexander, Joy,** First Defendant, and **Alexander, Brucene Marjorie,** 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 6 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 3585, in the Township of Ennendale Extension 5, Registration Division IQ, Transvaal, in extent 250 (two hundred and and fifty) square metres, situated at 52 Lazuriet Street, Ennerdale Extension 5.

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

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

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

Outbuildings: Boundary brick walls and paving.

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

Dated at Johannesburg on this the 5th day of September 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6633.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 2356/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Mogambery Ruthnam Moodley,** First Judgment Debtor, and **Yugavathy Moodley,** Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution, the property listed hereunder, which was attached on 28 February 1994, will be sold in execution on Friday, 14 October 1994 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Portion 2 of Erf 3318, in the Township of Lenasia South Extension 7, Registration Division IQ, Transvaal, in extent 339 (three hundred and thirty-nine) square metres, situated at 2/3318 Manganese Crescent, Lenasia South Extension 7.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster and under 17,5 degree pitched tiled roof.

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

Outbuildings: None.

Improvements: Boundary fencing.

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

The full conditions of sale wich will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 2nd day of September 1994.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/mr/N6.94.)

Case 5875/90

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

In the matter between **Natal Building Society Limited,** now known as NBS Bank Limited (Reg. No. 87/01384/06), Judgment Creditor, and **Philiso Eric Moloi,** First Judgment Debtor, and **Queen Lynette Moloi,** Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton, and writ of execution the property listed hereunder which was attached on 6 June 1994, will be sold in execution on Wednesday, 12 October 1994 at 10:00, at the Offices of the Sheriff for the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

All right, title and interest in the leasehold in Erf 9105, Tokoza Township, Registration Division IR, Transvaal, in extent 330 (three hundred and thirty) square metres, situated at 9105 Tokoza Township.

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 cement tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising living-room, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* None. *Improvements:* Boundary fencing and stone paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton, Johriahof, 4 Du Plessis Road, Florentia, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Alberton on this the 5th day of September 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, 3 St Columb Road, New Redruth, Alberton. (Tel. 869-8448.) (Ref. Mr Groenewald/as.)

Saak 5923/93

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

In die saak tussen **Akasia Stadsraad,** Eiser, en **Wessel Lourens Visser,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 30 September 1993, sal die hieronder-vermelde eiendom geregtelik verkoop word op 7 Oktober 1994 om 11:00, te die kantore van die Balju vir die distrik Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad), net noord van Sasko Meule aan wie die hoogste aanbod maak:

Gedeelte 13 van Erf 675, Theresapark-uitbreiding 1 (Ystervarkstraat 45), groot 1 094 vierkante meter, gehou kragtens Akte van Transport T40755/1988.

Die volgende verbeterings is op die eiendom aangebring: Onverbeterde eiendom.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word lê ter insae te die kantoor van die Balju, Wonderboom, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport 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 die datum van die verkoping verstrek te word.

(b) Die koper moet ook alle agterstallige bedrae aan die Stadsraad van Akasia ten opsigte van onder andere erfbelasting betaal.

(c) Die koper moet afslaersgelde van 5% (vyf persent) op die eerste R20 000 en dan 3% (drie persent) op die res van die koopprys tot 'n maksimum van R60 000, en 'n minimum van R200 van die totale koopprys op die dag van die verkoping betaal.

Geteken te Pretoria op hede die 26ste dag van Augustus 1994.

W. J. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Ben Viljoenstraat 299, Pretoria-Noord. (Tel. 554137/8/9.) (Verw. Mev Gough 74/0654/6.)

Saak 1277/91

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Potayob (Edms.) Bpk.,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 20 Augustus 1991, en 'n lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 14 Oktober 1994 om 10:00, by die Landdroskantoor geleë te die hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieër naamlik:

Erf 1354, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2957 (tweeduisend negehonderd sewe-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T39052/1985.

Die eiendom kan omskryf word soos volg:

Hierdie is 'n onverbeterde industriële erf en kopers moet hulle self vergewis van die regte wat hierdie eiendom oor beskik.

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

Gedoen en geteken te Potgietersrus hierdie 5de dag van September 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35, Posbus 854, Potgietersrus, 0600. (Verw. CVDW/P415.)

Saak 603/91

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Pot-Industrial Investments (Pty) Ltd.** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 30 Augustus 1991, en 'n lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 14 Oktober 1994 om 10:00, by die Landdroskantoor geleë te die hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieër naamlik:

Erf 1358, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 3623 (drieduisend seshonderd drie-en-twintig) vierkante meter, gehou kragtens Akte van Transport T39053/1985.

Die eiendom kan omskryf word soos volg:

Hierdie is 'n onverbeterde industriële erf en kopers moet hulle self vergewis van die regte wat hierdie eiendom oor beskik.

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

Gedoen en geteken te Potgietersrus hierdie 2de dag van September 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35, Posbus 854, Potgietersrus, 0600. (Verw. CVDW/P332.)

Saak 13777/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Chombe, Buti William,** Verweerder

Ter uitwinning van 'n vonnis vandie Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Leeupoortstraat 182, Boksburg, op 14 Oktober 1994 om 11:15, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Boksburg voor die verkoping ter insae sal lê:

Sekere: Erf 1553, Vosloorus-uitbreiding 3-dorpsgebied, Boksburg, Registrasieafdeling IR, Transvaal, groot 325 (drie twee vyf) vierkante meter.

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

Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. Buitegeboue bestaande uit: Geen.

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

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

Gedateer te Johannesburg op hierdie die 6de dag van September 1994.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z15993.)

Case 22953/93
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 **Mpalweni, Themba Edwin,** First Execution Debtor, and **Mpalweni, Flata Joyce,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 6 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 1711, situated in the Township of Protea North, Registration Division IQ, Transvaal, being 1711 Lengene Street, Protea North, Johannesburg, measuring 276 (two hundred and seventy-six) square metres.

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

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

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

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

Dated at Johannesburg this 2nd day of September 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/M612.)

Saak 40690/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited,** Eiser, en **Francois le Roux Nolte,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 Julie 1992, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër op 7 Oktober 1994 om 11:00:

Erf 43, geleë in die dorpsgebied Montana, Registrasieafdeling JR, Transvaal, groot 1 121 (eenduisend eenhonderd een-en-twintig) vierkante meter, beter bekend as Edithstraat 421, Montana.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie:

'n Woonhuis bestaande uit 'n sitkamer, eetkamer, studeerkamer, kombuis, drie saapkamers, twee badkamers, stort, twee toilette, motorafdak, bediendekamer en toilet, baksteenmure, boorgat, geplaveide rylaan met swembad.

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

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Wonderboom.

Geteken te Pretoria op hierdie 7de dag van September 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Engels/JR28034.)

Saak 6694/92

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 **Jan R. Brits,** Eerste Verweerder, en **Susanna C. P. Brits,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 23 September 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op 13 Oktober 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere: Erf 163, Aston Manor-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter groot, sitkamer, familie/TV-kamer, eetkamer, kombuis, drie slaapkamers, drie toilette, twee badkamers, studeerkamer en twee garages.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 2de dag van September 1994.

D. Oosthuizen, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. Mirinda du Plessis/M3.)

Saak 12490/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Bankorp Beperk,** Eksekusieskuldeiser, en **Jan Andries Phyfer,** Eksekusieskuldenaar

In uitvoering van 'n vonnis van die Landdroshof, Roodepoort, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1993, en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op Vrydag, 7 Oktober 1994 om 10:00, te die Balju se perseel deur die Balju, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 1362, Roodepoort, Registrasieafdeling IQ, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T30270/1989, bekend as Nelstraat 22, Roodepoort.

Belangrike voorwaardes van verkoping: 10% (tien persentum) deposito van die totale koopprys in kontant of by wyse van 'n bankgewaarborgde tjek by die toestaan van die bod balans binne 21 (een-en-twintig) dae na datum van verkoping.

Alle verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees word, is in hul kantoor te Progresslaan 182, Technikon, Roodepoort, gedurende normale kantoorure, ter insae beskikbaar.

Gedateer te Roodepoort hierdie 7de dag van September 1994.

Blake, Bester Ing., Blake Bestergebou, Mimosalaan 18, Wilropark, Roodepoort. (Verw. Mnr. Bester/IH/ZP3853.)

Saak 6193/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Fleischmann, F. W. J.,** Vonnisskuldeiser, en **Scheepers, G. M. S.,** Vonnisskuldenaar

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 21 Junie 1994, die onderstaande eiendom te wete:

Erf 920, Rynfield-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T17349/93, geleë te Clarkweg 46, Rynfield, Benoni, in eksekusie verkoop sal word op 26 Oktober 1994, aan die hoogste bieër, by die Landdroskantoor, Harperlaan, Benoni.

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

Verbeteringe: Woning met buitegeboue.

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 vir die Landdroshof ter insae vir belangstellendes.

Gedateer te Springs op hierdie 30ste dag van Augustus 1994.

W. S. Roos, vir J. H. van Heerden & Cohen, Prokureurs vir Vonnisskuldeiser, Agtste Straat 88, Posbus 2048, Springs, 1560. (Tel. 815-6324/5/6/7.) (Verw. W. Roos/MH/F170.)

Saak 414/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GETHOU TE BRONKHORSTSPRUIT

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Volkskas Bank, Eiser, en **Prinsloo, M. M. Mev.,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 6 Mei 1994, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 14 Oktober 1994 om 11:00, te Cullinan, geregtelik verkoop sal word, naamlik:

Gedeelte 61 (gedeelte van Gedeelte 21), Rietfontein 366, Registrasieafdeling JR, Transvaal.

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

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op eiling aangekondig sal word.

Gedateer te Bronkhorstspruit op hede die 1ste dag van September 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Posbus 160, Bronkhorstspruit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. DV/A136.)

Saak 22760/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Mphahlele Thebola Johannes** (gebore 24 April 1956), Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Cullinan, te Landdroskantoor, Cullinan, op 7 Oktober 1994 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Culinan, te 41 Corneliusstraat, Bronkhorstsrpuit, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1228, Refilwe-dorpsgebied 8, Registrasieafdeling JR, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL58658/88.

Hierdie eiendom is geleë te 1228 Refilwe, Cullinan.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Konstruksie:* Baksteen mure, matte, teëldak en norc plafon.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 5de dag van September 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A1367.)

Saak 794/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Stadsraad van Potgietersrus,** Eiser, en **Sake Development Co. (Edms.) Bpk.,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros, Potgietersrus toegestaan het op 11 Junie 1993 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 14 Oktober 1994 om 10:00, by die Landdroskantoor geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieër naamlik:

Erf 1340, geleë in die dorp Piet Potgietersrus-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2 955 (tweeduisend negehonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport 43934/1989.

Die eiendom kan omskryf word soos volg:

Hierdie is 'n industriële erf geleë aan die hoek van Drakensberger- en Brahmaanstraat, Piet Potgieterstrust-uitbreiding 5 met die volgende verbeterings daarop aangebring; Gebou van steen en sink onder sinkdak met sementvloere groot ongeveer 25 × 45 meter. Afdak onder sink vir twee motorvoertuie. Omhein met veiligheidsomheining. Die bestaan en toestaan van die verbeterings word nie gewaarborg nie.

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

Gedoen en geteken te Potgietersrus hierdie 5de dag van September 1994.

I. S. McGrath, vir Shaun McGrath, Prokureur vir Eiser, Hoogestraat 35, Posbus 854, Potgietersrus, 0600. (Verw. CVDW/P804.)

Case 6963/94

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 **Alroy Ernest Bussack,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 3 August 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 October 1994 at 11:15, at the offices of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Portion 18 of Erf 83, Delmore Park Extension 1 Township, situated on 31 Janeke Street, Delmore Park Extension 1, in the Township of Delmore Park Extension 1, District of Boksburg, measuring 324 (three hundred and twenty-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 a patio, lounge, dining-room, kitchen, two bedrooms, bathroom with a w.c. 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 5th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00213/Mrs Teixeira.)

Case 5712/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Louis Philippus Fourie,** First Defendant, and **Gertina Petronella Fourie,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 7 July 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 October 1994 at 11:15, at the offices of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 6, Van Dykpark Township, situated on 71 Holly Street, Van Dykpark, in the Township of Van Dykpark, 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 lounge, dining-room, family room, three bedrooms, bathroom with w.c. and shower, kitchen, carport, servant's room, w.c. and patio.

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 5th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6267/Mrs Teixeira.)

Case 7262/94

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 **Peter Oliver Craddock,** First Defendant, and **Christa Craddock,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 18 July 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 October 1994 at 11:15, at the offices of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 177, Ravenswood Extension 7 Township, situated on 5 Van Reenen Street, Ravenswood Extension 7, in the Township of Ravenswood Extension 7, District of Boksburg, measuring 1 000 (one thousand) 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, two bathrooms with a w.c., garage 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 5th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00224/Mrs Teixeira.)

Case 2084/94

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Mathews Ngwenya,** Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this auction, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10349, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 247 square metres, held under Deed of Transfer TL6116/92.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK216.)

Case 11243/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Tsotetsi Lekhema William,** Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10493, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 272 square metres, held under Deed of Transfer TL38634/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK61.)

Case 10754/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Netshakuma Ntshengedzeni Edward,** First Defendant, and **Netshakuma Nomvula Elizabeth,** Second Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10604, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 256 square metres, held under Deed of Transfer TL38305/91.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK131.)

Case 2113/94

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Mohlakoana Brother Petros,** First Defendant, and **Mohlakoana Makgadi Evelyne,** Second Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10691, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL24784/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK204)

Case 11242/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Seopela Serokolwane Johannes,** Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10786, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 288 square metres, held under Deed of Transfer TL25420/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK62.)

Case 6026/91

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Mpharoane Thabiso John,** First Defendant, and **Mpharoane Ngedi Kate,** Second Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10804, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL18931/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK7.)

Case 445/94

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Molisiwa Senamo Shemaiah,** Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10889, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL20459/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK191.)

Case 11329/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Nkosi Jonathan Boy,** Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11201, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 265 square metres, held under Deed of Transfer TL10228/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK76.)

Case 2112/94

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Nkosi Jabulani Richard,** First Defendant, and **Nkosi Joey,** Second Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11460, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer TL43235/91.

Description: Single storey brick and or cement residence under iron roof, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK203.)

Case 2095/94

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Letsoalo Mohlaume Robert,** First Defendant, and **Letsoalo Nomsa Virginia,** Second Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11570, together with all erections, or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 242 square metres, held under Deed of Transfer TL13315/90.

Description: Single storey brick and or cement residence under iron roof, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct).

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 balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK220.)

Case 3040/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Clayton Randolph Myburgh,** First Defendant, married in community of property to, **Helene Sophia Myburgh,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 10 May 1991, and writ of execution dated 11 February 1994, the following property will be sold in execution on Wednesday, 5 October 1994 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 432, Eden Park Township, Registration Division IR, Transvaal.

Street address: 3 Daf Street, Eden Park, Alberton, measuring 798 square metres, held by Deed of Transfer T19396/1989 dated 28 April 1989.

Zoning: Residential.

Special use of exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, three bedrooms and bathroom.

Outbuilding: Carport.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 18% (eighteen per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 29th day of August 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2359.) (Ref. Miss D. Meyer.)

Case 10911/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Mtshali Penelope Faith Nelisiwe Baai,** First Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and inters in and to the leasehold over:

Property: Erf 11884, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 290 square metres, held under Deed of Transfer TL25772/90.
Description: Single storey brick and or cement residence under iron roof, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

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 balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK185.)

Case 11240/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Banda Blackmore Martin,** First Defendant

On Friday, 30 September 1994 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 12105, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 258 square metres, held under Deed of Transfer TL25421/90.

Description: Single storey brick and or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct).

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 balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 5th day of September 1994.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK65.)

Case 21676/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Roedolf Johannes van Niekerk,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 7 October 1994 at 11:00, 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, Potchefstroom, at 195 Kerk Street, Potchefstroom.

Portion 71 (a portion of Portion 5) of the Farm Harpington Township, Registration Division IQ, Transvaal, measuring 8,5653 m^2, held by the Defendant under Deed of Transfer T39109/86, being Plot 71, Harpington, Potchefstroom.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling is a vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 31st day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75981/FCLS/Mr. Brewer/lp.)

Case 29352/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Monaisa Makaba Thomas,** 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, 12 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 1704, Munsieville Township, Registration Division IQ, Transvaal, measuring 375 m^2, held by the Defendant under Deed of Transfer T11738/91, being 1704 Munsieville, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, 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 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 31st day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77799/FCLS/Mr Brewer/lp.)

Case 4730/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Durand Marais Isaac van Schalkwyk,** First Defendant, and **Alexandra Mary van Schalkwyk,** 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 27 Westbank Street, Alabama Extension 2, Klerkdorp, on Wednesday, 7 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.

Erf 1708, Alabama Extension 2 Township, Registration Division IP, Transvaal, measuring 649 m^2, held by the Defendants under Deed of Transfer T44898/91, being 27 Westbank Street, Alabama Extension 2, Klerksdorp.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maxixum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 31st day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93306/FCLS/Mr Brewer/lp.)

Case 29516/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Molefe, Paul,** First Defendant, and **Molefe, Marcia Leah,** 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, 7 October 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 1281, Dawn Park Extension 23 Township, Registration Division IR, Transvaal, measuring 810 m^2, held by the Defendants under Deed of Transfer T40825/92, being 13 Hakea Crescent, Dawn Park Extension 23.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms with w.c.'s, kitchen, garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 30th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77496/Ms Isola/plr.)

Case 01861/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **De Witt, Andreas Gerhardus,** 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 Du Pesanie Building, Joubert Street, Germiston, on Monday, 3 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, Germiston South, at Du Pesanie Building, 72 Joubert Street, Germiston:

Erf 120, Elandshaven Township, Registration Division IR, Transvaal, measuring 2 377 m^2, held by the Defendant under Deed of Transfer T20880/92, being 44 Bonza Bay Street, Elandshaven.

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., bathroom/shower/w.c., kitchen, scullery, patio, two garages and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91257/Ms Isola/hs.)

Case 34084/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Barnard, Jacobus Martienis,** 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, 6 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 17, as shown and more fully described on Sectional Plan SS146/1986, in the building or buildings known as Clive Mansions, situated at Johannesburg Township, Local Authority of Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 76 m^2, held by the Defendant under Certificate of Registered Sectional Title ST146/1986 (17) (unit), being Unit 17, Clive Mansions, corner of Paul Nel and Claredon Place, Hillbrow.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge/dining-room, bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78766/Ms Isola/hs.)

Case 266/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Whitaker, Graham Lovel,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 4 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 21, Kelly Ridge Township, Registration Division IQ, Transvaal, measuring 949 m^2, held by the Defendant under Deed of Transfer T43605/1991, being 21 Xanadu Street, Kelly Ridge, Boskruin, 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, family room, three bedrooms, two bathrooms/w.c./shower, w.c./shower, w.c., kitchen, scullery/pantry, two garages, servant's room, w.c./shower and study.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 16th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62419/Ms Isola/plr.)

Case 10428/94
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 **Nagel, Jan Hendrik,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 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 office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 251, Magaliessig Extension 26, Registration Division IQ, Transvaal, measuring 1 357 m^2, held by the Defendant under Deed of Transfer T31666/1991, being 23 Quail Street, Magaliessig Extension 26, 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, family room, bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72100/Ms Isola/ab.)

Case 05372/94
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 **Afonso, Anabela da Conceicao Cadavez,** 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, 13 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, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 711, Mondeor Township, Registration Division IR, Transvaal, measuring 1 116 m^2, held by the Defendant under Deed of Transfer T54700/1992, being 241 Ashdon Road, Mondeor.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c./shower, scullery, separate w.c., single garage, utility room, laundry and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ref Z92770/Ms Isola/cvdn.)

Case 5177/94

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 **Francois Phillipus Prinsloo,** First Defendant, and **Elbie Prinsloo,** 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 Magistrate's Office, Delville Street, Witbank, on Friday, 7 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, Witbank, at 3 Rhodes Street, Witbank:

Erf 95, Blancheville Extension 2 Township, Registration Division JS, Transvaal, measuring 1 114 m^2, held by the Defendants under Deed of Transfer T106110/92, being 17 Blanche Street, Blancheville Extension 2, Witbank.

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, toilet, single 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 22nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93730/Mr Preiss/kw.)

Case 00223/94

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 **Eighty Three Iris Road (1988) CC,** First Defendant, and **Powell, Basil William,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 13 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Remaining extent of Erf 286, Norwood Township, Registration Division IR, Transvaal, measuring 991 m^2, held by the Defendants under Deed of Transfer T4857/1989, being 83 Iris Road, Norwood.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of a split level, low rise office block containing a lower ground floor, six basement parkings an upper ground floor, 11 office suites and ablutions and a first floor, 12 office suites and ablutions.

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 26th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Sixth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. I.97945/Ms Glyn/EN.)

Case 21803/93
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 **Sibeko, Zenele Isaac,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 19768 and Erf 19769, Unit 14, Sebokeng Township, Registration Division IQ, Transvaal, measuring 264 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL43898/1985 and TL43897/1985, being 19768 and 19769 Zone 14, Sebokeng.

Special condition: Neither of Erf 19769 and 19769, Sebokeng, may be transferred at all unless the other of them is transferred at the same time and to the same transferee. The intention being that Erf 19768 and 19769 shall be regarded as one plot, incapable of subdivision and that only one residence together with the necessary outbuildings and accessories shall be erected upon these two lots.

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., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74601/FCL/Mr Brewer/djl.)

Case 11763/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Joubert, Abraham Johannes,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 12 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 735, Noordheuwel Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 250 m^2, held by the Defendant under Deed of Transfer T15177/1991, being 11 Bruyns Street, Noordheuwel Extension 4.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, double garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96533/FCLS/Mr Brewer/djl.)

Case 629/93
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 **Exprop Investments CC,** First Defendant, and **Aboo, Mahomed Hanif,** 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 North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 12 October 1994 at 14:30, 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, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Portion 3, of Erf 94, Kelvin Township, Registration Division IR, Transvaal, measuring 1 784 m^2, held by the Defendants under Deed of Transfer T46867/1988, being 1 Hammonia Way, Kelvin, Midrand.

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, two bathrooms, separate w.c., kitchen, double garage, servant's room outside shower/w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63526/Ms Isola/cvdn.)

Case 4454/93
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 **Moller, Hester Jacoba,** First Defendant, and **Moller, Johannes Daniel Erasmus,** 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 439 Prince George Avenue, Brakpan, on Friday, 7 October 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, Brakpan, at 439 Prince George Avenue, Brakpan:

Erf 37, Sunair Park Township, Registration Division IR, Transvaal, measuring 978 m^2, held by the Defendants under Deed of Transfer T1405/91, being 18 Petrus Avenue, Sunair Park, Brakpan.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, family room, dining-room, three bedrooms, two bathrooms/w.c., kitchen and double garage and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78532/Mr Preiss/kw.)

Case 7634/94
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 **Ngubeni, James Ndawu,** 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 439 Prince George Avenue, Brakpan, on Friday, 7 October 1994 at 11:00, 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, Brakpan, at 439 Prince George Avenue, Brakpan:

The right of leasehold in respect of Stand 18659, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL30663/90, being Stand 18659, Nwendzamhala Street, Tsakane Extension 8, Brakpan.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94770/Mr Preiss/kw.)

Case 7151/93
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 **Leghlo, Wallace,** 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 Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 6 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 39, as shown and more fully described on Sectional Plan SS53/1981, in the building or buildings known as Blue Haze, situated at Berea Township, Local Authority of Johannesburg and an undivided share in the common property in the land and building or buildings shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation of quota of the said section, measuring 73 m^2, held by the Defendant under Deed of Transfer ST12256/1992, being 12 Olivia Road, Flat 73, Blue Haze, Berea, Johannesburg North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedroom, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 17th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64915/Ms Isola/ab.)

Case 3570B/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Pretorius, Jacobus Frederick,** First Defendant, and **Pretorius, Aletta Magrietha Magdalena,** 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, 6 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, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 1951, Newlands, Johannesburg Township, Registration Division IQ, Transvaal, measuring 495 m^2, held by the Defendants under Deed of Transfer T17150/93, being 52 Main Road, Newlands, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, family room, two bedrooms, two bathrooms/shower/w.c., separate w.c./shower, kitchen, scullery/ laundry, garage, four carpets, store-room, w.c. and jacuzzi.

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 19th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91565/Ms Isola/plr.)

Case 14211/94
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 **Gumede Nkululeko Nelson,** First Defendant, and **Gumede, Mary Una,** 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, 13 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 11, as shown and more fully described on Sectional Plan SS104/1982, in the building known as Hyde Park Corner, situated at the Township of Johannesburg, Local Authority of Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan, apportioned to the said section in accordance with the participation quota of the said section, measuring 104 m^2, held by the Defendants under Certificate of Registered Sectional Title ST104/1982(11)(Unit), being 201 Hyde Park Corner, 38 Caroline Street, Hillbrow.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of kitchen, lounge, dining-room, two bedrooms, bathroom and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 18th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62465/Ms Isola/cvdn.)

Case 13232/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Gounden, Parameswaran,** 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, 6 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 16, as shown and more fully described on Sectional Plan SS138/92, in the scheme known as Glynmar, in respect of the land and building or buildings situated at Berea Township, in the Local Authority of Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional Plan apportioned to the said section in accorance with the participation quota of the said section, measuring 77 m^2, held by the Defendant under Deed of Transfer ST138/1992(16)(Unit), being 208 Glynmar, 56 Mitchell Street, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedroom, kitchen, bathroom/shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93692/Ms Isola/hs.)

Case 1444/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Mashego, Sipho Petrus,** 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 142 Struben Street, Pretoria, 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, Pretoria South, at Edenpark, Plot 83, Lyttelton Agricultural Holding, Verwoerdburg:

Portion 52, of Erf 1227, Noordwyk Extension 23, Registration Division JR, Transvaal, measuring 607 m^2, held by the Defendant under Deed of Transfer T36957/93, being 52 Imbuia Crescent, Noordwyk Extension 23.

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., pongola 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 the 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91246/Ms Isola/hs.)

Case 3620/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Blecher, Allan Walter,** 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, 6 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, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 1644, Orange Grove Township, Registration Division IR, Transvaal, measuring 1 644 m^2, held by the Defendant under Deed of Transfer T3228/1988, being 27, 11th Avenue, Orange Grove.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen scullery, single garage, servant's room, w.c. and shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58161/Ms. Isola/hs.)

Case 24208/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited an prior to that United Building Society Limited an previously United Building Society, Plaintiff, and **Alec Albert Coetser,** First Defendant, and **Anne-Marie Elizabeth Coetser,** 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 Magistrate's Office, Delville Street, Witbank, on Friday, 7 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, Witbank, at 3 Rhodes Street, Witbank:

Erf 167, Reyno ridge Township, REgistration Division JS, Transvaal, measuring 2 085 m^2, held by the Defendants under Deed of Transfer T115013/92, being 19 Leo Street, Reyno Ridge, Witbank.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, bathroom/w.c., separate toilet, loune, dining-room, family room, kitchen, laundry, servants' quarters, double garage, carport 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 the 22nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79267/Mr Preiss/kw.)

Case 4100/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Colin John Oberholzer,** First Defendant, and **Hester Dorothea Oberholzer,** 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 Magistrate's Office, Dellville Street, Witbank, on Friday, 7 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, Witbank, at 3 Rhodes Street, Witbank:

Erf 418, Reyno Ridge Extension 2 Township, Registration Division JS, Transvaal, measuring 1 007 m^2, held by the Defendants under Deed of Transfer T71702/90, being 7 Barbarian Street, Reyno Ridge Extension 2, Witbank.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, kitchen, bathroom, toilet/shower, separate toilet, 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 the 22nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93069/Mr Preiss/kw.)

Case 5691/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Andrew Stephen Rudling,** First Defendant, and **Elizabeth Rudling,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 7 October 1994 at 12:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

Erf 731, Baillie Park Extension 5 Township, Registration Division IR, Transvaal, measuring 1 239 m^2, held by the Defendants under Deed of Transfer T16623/91, being 74 Republiek Street, Baillie Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., bathroom/shower, w.c., kitchen, study, sunroom, double garage, w.c., swimming-pool 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 the 23rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94187/FCLS/Mr Brewer/lp.)

Case 26262/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Mokoka, Edward,** First Defendant, and **Mokoka, Moipone Agrineth,** 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 of the Supreme Court, at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 7 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 9772, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 291 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL7360/89, being 9772 Dobsonville Extension 3, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consits of lounge, three bedrooms, bathroom, w.c., kitchen and pergola.

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. Z76657/FCLS/Mr Brewer/lp.)

Case 10416/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Lottering, Benjamin Martin,** First Defendant, and **Lottering, Febiola Yoland,** 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, 13 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 5347, Ennerdale Extension 12 Township, Registration Division IQ, Transvaal, measuring 480 m^2, held by the Defendants under Deed of Transfer T25238/87, being 23 Sandsteen Avenue, Ennerdale Extension 12.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen and two patios.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 17th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95827/FCLS/Mr Brewer/lp.)

Case 2335/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Litheko, Thabo David,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1671, Lakeside Township, Registration Division IQ, Transvaal, measuring 231 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL49684/91, being 1671 Lakeside, Vanderbijlpark.

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 17th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91906/FCLS/Mr Brewer/lp.)

Case 18172/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Khumalo, Stephen Thomas,** First Defendant, and **Khumalo, Gladys Nomcibelo,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1264, Zone 6 Extension 2 Sebokeng Township, Registration Division IQ, Transvaal, measuring 300 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL86589/89, being 1264 Zone 6 Extension 2, Sebokeng, Vanderbijlpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72709/FCLS/Mr Brewer/lp.)

Case 29030/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Le Roux, Pieter Mattheus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's sales-rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 7 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 1272, Wilropark Extension 5 Township, Registration Division IQ, Transvaal, measuring 1 085 m^2, held by the Defendant under Deed of Transfer T47776/92, being 31 Karmeliam Avenue, Wilropark Extension 5.

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., shower, kitchen, laundry, dressing-room, double garage, servant's room, w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77980/FCLS/Mr Brewer/lp.)

Case 7268/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mateba, Serame Jacob,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 229, Zone 7 Sebokeng Extension 1 Township, Registration Division IQ, Transvaal, measuring 313 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL23853/89, being 229 Zone 7 Sebokeng Extension 1.

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 17th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93857/FCLS/Mr Brewer/lp.)

Case 24984/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Beg Mirza Ahmed,** First Defendant, and **Beg Diana,** 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, 13 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, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 6848, Lenasia Extension 6 Township, Registration Division IQ, Transvaal, measuring 706 (seven hundred and six) square metres, held by the Defendants under Deed of Transfer T710/92, being 6 Oak Street, Lenasia Extension 6.

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. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75929/FCLS/Mr. Brewer/lp.)

Case 32077/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bond Emily Marlene,** First Defendant, and **Gardiner Robert Gavin,** 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 439 Prince George Avenue, Brakpan, on Friday, 7 October 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, Brakpan, at 439 Prince George Avenue, Brakpan:

Erf 1943, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by the Defendants under Deed of Transfer T17790/91, being 72 Hamilton Street, Brakpan.

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

The dwelling consists of lounge/dining-room, living room, three bedrooms, two bathrooms/w.c., kitchen, double 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 25th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79331/Ms. Isola/hs.)

Case 17620/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Breton Daniel Robert,** First Defendant, and **Breton Bernadette 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 of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 7 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 2730, Weltevreden Park Extension 24 Township, Registration Division IQ, Transvaal, measuring 1 302 (one thousand three hundred and two) square metres, held by the Defendants under Deed of Transfer T9851/81, being 35 Chiemnien Avenue, Weltevreden Park.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen/nook, double garage, sevant's room, outside bathroom/w.c., cloak room/study and flatlet consisting of lounge, dining-room, bedroom, kitchen and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 30th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z50332/Ms. Isola/cvdn.)

Case 18327/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Syfrets Bank Limited,** Plaintiff, and **Afgas Properties (Pty) Limited,** First Defendant, and **Herman Martin Weiler,** 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, 13 October 1994 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

In respect of Lot 322, Doornfontein Township, Registration Division IR, Transvaal, measuring 479 (four hundred and seventy-nine) square metres;

Lot 323, Doornfontein Township, Registration Division IR, Transvaal, measuring 340 (three hundred and forty) square metres; and

Portion 1 of Lot 275, Doornfontein Township, Registration Division IR, Transvaal, measuring 88 (eighty-eight) square metres.

Held by the First Defendant under Deed of Transfer T13241/84, being corner of Beit and Buxton Streets, Doornfontein, and subject to a notarial tie agreement, and is to be regarded as one for all intents and purposes by virtue of K614/1987S.

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

The dwelling consists of offices and shops which is a three-storey building comprising of brick and is timber covered with corrugated iron roof.

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 31st day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 199885/Mr Nesbit/ca.)

Case 18864/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and **Siso, Gift Sipho,** 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, 6 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, Johannesburg East at 131 Marshall Street, Johannesburg:

Section 14, as shown and more fully described on Sectional Plan SS40/1983 (the sectional plan) in the building or buildings known as Pullinger Heights, situated at Berea Township in the area of the Johannesburg Local Authority and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 82 square metres, held by the Defendant under Deed of Transfer ST21674/92, being 42 Pullinger Heights, Prospect Road, Berea.

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

The dwelling consists of lounge, dining-room, kitchen, scullery/pantry, laundry, bedroom, bathroom, separate w.c. and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 30th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72631/Ms Isola/plr.)

Case 371/93
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 **Rungasamy, Kuppusamy,** First Defendant, and **Rungasamy, Ruby,** 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 56 12th Street, Springs, on Friday, 7 October 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, Springs, 56 12th Street, Springs:

Erf 681, Bakerton Extension 4 Township, Registration Division IR, Transvaal, measuring 874 square metres, held by the Defendants under Deed of Transfer T42251/1990, being 10 Harrier Close, Bakerton Extension 4.

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 and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fiflth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90040/Ms Isola/ab.)

Saak 4990/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Johannes Stephanus Botha,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 22 Junie 1994, sal 'n verkoping gehou word op 7 Oktober 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 213, Maraisburg-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T50017/1993.

Die eiendom is gesoneer Residensieel 1 en is geleë te Tweede Straat 32, Maraisburg, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 18de dag van Augustus 1994.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EB678/24/94.)

Case 10941/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Shüping, Albert Morris Peter Roy,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 7 October 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 92, Fleurhof Township, Registration Division IQ, Transvaal, situation 150 Winze Drive, Fleurhof, area 820 (eight hundred and twenty) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage/store-room, under tiled roof, ablutions and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesbrg. (Tel. 484-1777.) (Ref. N98E/mgh/tf.)

Case 14964/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mdluli, Mac-Donald,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 7 October 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 10068, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, situation Site 10068, Dobsonville Extension 3, area 273 (two hundred and seventy-three) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof and property enclosed.

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

Dated at Johannesburg on this the 24th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO2E/mgh/tf.)

Case 16923/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Harper-Smith, Unity,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 6 October 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 15, as shown and more fully described on Sectional Plan SS121/1991, in the scheme known as Woodgrange - Summerstrand in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority of which the floor area, according to the said sectional plan, is 86 (eighty-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.

(C) An exclusive use area described as Parking Bay PS85, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as Woodgrange - Summerstrand in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority as shown and more fully described on Sectional Plan SS121/1991.

Situation: Flat 202, Summerstrand, corner of Kirby and Leicester Roads, Bedford Gardens, Bedfordview.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, parking bay and under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 19th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR367E/mgh/tf.)

Case 31694/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Scheepers, Freddie William,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Vereeniging, at De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 6 October 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 759, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, situation 57 Scorpio Street, Ennerdale Extension 1, area 325 (three hundred and twenty-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, dining-room, property enclosed and under tiled roof.

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

Dated at Johannesburg on this the 24th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ118E/mgh/tf.)

Case 01814/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Scholtz, Josshar Stephen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Vereeniging, at De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 6 October 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 664, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, situation 1 Gemini Street, Ennerdale Extension 1, area 337 (three hundred and thirty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, carport, under tiled roof and property enclosed.

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

Dated at Johannesburg on this the 24th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ20E/mgh/tf.)

Case 32146/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dhlamini, Guduvini Abel,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 6 October 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 2061, Jabulani Township, Registration Division IQ, Transvaal, situation 2061 Mkhize Street, Jabulani, area 259 (two hundred and fifty-nine) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, lounge, dining-room, kitchen, two garages, property enclosed and under iron roof.

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

Dated at Johannesburg on this the 24th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NI59E/mgh/tf.)

Case 13425/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Moloi, Mahlesa Absalom,** First Defendant, and **Moloi, Sesinyana Selina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, First Floor, Terrace Building, 1 Eton Terrace, New Redruth, on Tuesday, 4 October 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: All right, title and interest in the leasehold in respect of Site 1, Likole Extension 1 Township, situation Site 2794 (previously known as Site 1), Likole Extension 1, area 283 (two hundred and eighty-three) square metres.

Improvements (not guaranteed): Bedroom, kitchen, lounge, under iron roof, ablutions and property enclosed.

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

Dated at Johannesburg on this the 30th day of August 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG220E/mgh.)

Case 12629/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **T. P. Sibanyoni,** First Defendant, and **M. A. Sibanyoni,** 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 Defendant's right, title and interest in certain Site 370, Mavimbela Township, also known as 370 Mavimbela Section, Katlehong, measuring 399 (three hundred and ninety-nine) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A single storey residence consisting of two bedrooms, kitchen and lounge.

The material conditions of sale are:

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

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22,75% (twenty-two comma seven five per cent) 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 R1 000 (one thousand rand) (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within 14 days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Alberton this the 7th day of September 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/3745/NEDC/S.)

Saak 5193/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Andries Albertus Johannes Kotzee,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 3 Augustus 1994, sal 'n verkoping gehou word op 7 Oktober 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 199, Groblerspark-uitbreiding 33-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 662 (seshonderd twee-en-sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T48833/1993.

Die eiendom is gesoneer Residensieel 1 en is geleë te Willem de Klerkstraat 583, Groblerspark-uitbreiding 3, en bestaan uit 'n sitkamer, twee badkamers, drie slaapkamers, gang, kombuis, tuin, platdak met IBR plate, gepleisterde mure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 5de dag van September 1994.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EK349/203/94.)

Case 14959/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Brett Keyser,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 5 October 1994 at 10:00, of the following property:

Erf 306, Clubview Township, Registration Division JR, Transvaal, measuring 1983 square metres, held by the Defendant under Deed of Transfer T1436/1993.

This property is situated at 141 Stymie Avenue, Clubview, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, dining-room, bathroom/toilet, lounge and garage. 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 Edenpark Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 9th day of September 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EG.)

Case 8982/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Mphekwa Godfrey Nkhumishe,** First Defendant, and **Diketso Sanna Nkhumishe,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 7 October 1994 at 11:00, of the following property:

Erf 21133, Mamelodi Township, Registration Division JR, Transvaal, measuring 294 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL 11472/1988.

This property is situated at Stand 21133, Mamelodi East, Pretoria.

The property is improved as follows: Two bedrooms, lounge, kitchen, and bahtroom/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 Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord.)

Dated at Pretoria on this the 9th day of September 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Saak 11148/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **South African Mutual Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Paul Milne Murray,** Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en lasbrief gedateer 9 September 1993, in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Hooggeregshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, gehou op Woensdag, 5 Oktober 1994 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor te Eden Park, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

(a) Deel 10, soos getoon en vollediger beskryf op Deelplan SS11/1983, in die gebou of geboue bekend as Anbel, geleë te Erf 878, Monumentpark-uitbreiding 4-dorpsgebied, in die plaaslike bestuur Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde deelplan 139 vierkante meter groot is; en

(b) 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op die genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel;

gehou deur Paul Milne Murray (Identiteitsnommer 6405075135082), kragtens Sertifikaat van Geregistreerde Deeltitel ST94197/1992.

Hierdie eiendom is geleë te Anbel 10, Makoustraat 672, Monumentpark.

Die eiendom is 'n staandakwoonstel bestaande uit drie slaapkamers, twee badkamers, aparte toilet, sitkamer, eetkamer, TV-kamer, en kombuis. Die woonvertrekke en slaapkamers het volvloermatte en die badkamers en kombuisvloere is bedek met novilon. Daar is een toesluitmotorhuis en een afdak. Die eiendom is omhein met 'n baksteenmuur.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae van die veilingsdatum by die Balju ingelewer moet wees.

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

Rooth & Wessels, Prokureurs vir Eiser, Grondvloer, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. Brink/rb.) en die Balju: Hooggeregshof, Pretoria-Suid. [Tel. (012) 663-4762/3/4/5.] (Verw. mev. Waldeck.)

Saak 27182/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handelende as United Bank, Eiser, en **Hawkes, Graham,** gebore 22 Augustus 1959, Eerste Verweerder, en **Hawkes, Geraldine Lynette,** gebore 7 Junie 1960, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 5 Oktober 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenpark Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1382, geleë in die dorpsgebied van The Reeds-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 1196 (eenduisend eenhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport T104176/92.

Hierdie eiendom is geleë te Panoramastraat 361, The Reeds.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer (bad toilet en toilet stort).

Buitegeboue: Toilet.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1408.)

Saak 7398/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk,** Eksekusieskuldeiser, en **Marie-France Fashions Accessories,** Eerste Eksekusieskuldenaar, en **D. Bergstedt,** Derde Eksekusieskuldenaar

Kragtens 'n uitspraak, in die Hof van die Landdros, Roodepoort, en 'n lasbrief vir eksekusie gedateer 26 Julie 1994, sal die onderstaande eiendom op 7 Oktober 1994 om 10:00, te die kantoor van die Balju, Roodepoort, Progressweg 182, Roodepoort, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2712, Weltevredenpark-uitbreiding 24, dorpsgebied Roodepoort, Registrasieafdeling IR, Transvaal, bekend as Candlewoodstraat 31, Weltevredenpark-uitbreiding 24.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, gesinskamer, twee badkamers, drie slaapkamers, teëldak, dubbelmotorhuis en ingangsportaal.

Verbandhouer: NBS, Pretoriusstraat 101, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het lê ter insae by die Balju, Landdroshof, Roodepoort, Progressweg 182, Roodepoort.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 9de dag van September 1994.

Cilliers, vir Eiser se Prokureurs, Ontdekkersweg 157, Horisonpark, Roodepoort, (Verw. I. Minnie/RV/I/A/N/6.)

Case 8329/94
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 4 October 1994 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton, to the highest bidder:

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

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

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

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

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

Dated at Johannesburg on this the 7th day of September 1994.

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

Case 2085/94
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mhlawuli Petrus Lepoto,** First Defendant, and **Nontsizi Emily Lepoto,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 4 October 1994 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton, to the highest bidder:

Erf 9386, Tokoza Extension 2 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL42750/90, situated at 9386 Tokoza Extension 2, Alberton.

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

Improvements: Roof tiled, walls brick and plaster, dining-room, kitchen, two bedrooms, bathroom and toilet.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, Alberton, First Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton.

Dated at Johannesburg on this the 7th day of September 1994.

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

Case 10549/94
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mzimkulu James Gela,** First Defendant, and **Ruth Susan Gela,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 4 October 1994 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Stand 10096, Tokoza Township, Registration Division IR, Transvaal, held under Deed of Transfer TL40312/90, situated at 10096 Tokoza Extension 5, Alberton.

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

Improvements: Roof tiled, walls brick, plaster and paint, lounge, kitchen, two bedrooms, bath and toilet.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, Alberton, First Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton.

Dated at Johannesburg on this the 7th day of September 1994.

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

Case 2113/94
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mdikileni Paulus Mdunge,** First Defendant, and **Ntombani Elizabeth Mdunge,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 4 October 1994 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Site 963, Likole Township, Registration Division IR, Transvaal, held under Deed of Transfer TL35685/89, situated at 963 Likole Section, Katlehong.

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

Improvements: Roof tiled, walls plaster and paint, lounge/dining-room, two bedrooms, kitchen, bath and toilet.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, Alberton, First Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton.

Dated at Johannesburg on this the 7th day of September 1994.

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

Case 02559/94
PH 466

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Hleko, Bafaneni 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 by the Sheriff of the Supreme Court for the District of Vanderbijlpark at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 7 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 and which conditions will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

All right, title and interest in the leasehold in respect of Site 1706, Evaton North Township, Registration Division IQ, Transvaal, measuring 330 (three hundred and thirty) square metres, held under Certificate of Registered Grant of Leasehold TL70395/1992, and situated at 1706 Kgosi Street, Evaton North, Evaton (the property).

The property consists of the following improvements in respect whereof nothing is however warranted or guaranteed: A single storey dwelling (of plastered brick walling) comprised lounge, two bedrooms, kitchen, bathroom and w.c.

Terms:

1. 10% (ten per centum) of the purchase price must be paid to the said Sheriff in cash on the day of the sale. The balance of the purchase price together with interest on the full purchase price at the rate of 16% (sixteen per centum) per annum, calculated daily and compounded monthly, calculated from the date of the sale to the date of registration of transfer, both days inclusive, is payable against registration of transfer, and the balance and interest is to be secured by a bank or building society or other acceptable guarantee, which guarantee is to be furnished within fourteen (14) days from the date of the sale to the Sheriff or the Plaintiff's attorneys.

2. The Sheriff's auctioneers charges, payable by the purchaser to the Sheriff on the day of the sale in execution, is calculated at the rate of 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). Should the Sheriff, however, be entitled to a higher charge, then such higher charge shall be paid by the purchaser on the date of the sale in execution.

Dated at Johannesburg on this the 6th day of September 1994.

Krish Naidoo & Abdulla, Plaintiff's Attorneys, First Floor, 63 Avenue Road, Fordsburg; P.O. Box 42005, Fordsburg, Johannesburg, 2033. (Tel. 838-1887.) (Fax. 838-2221.) (Ref. Mr I. Abdulla/cp/COL/F4.)

Case 5729/92
PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom,** Plaintiff, and **Mlotshwa, Mthuthuzeli Isaac,** Defendant

1. The undermentioned property will be sold on 7 October 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, in execution of a judgment obtained in the above matter on 19 May 1992:

Erf 16289, Vosloorus Extension 16 Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, held by Certificate of Registered Grant of Leasehold TL9246/1990, and situated at 16289, Vosloorus Extension 16, Boksburg, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Lounge, kitchen, three bedrooms, bathroom, toilet and garage.

Terms:

3. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, during normal office hours.

Dated at Johannesburg on the 7th day of September 1994.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Mr J. A. Louw 55/E 166/92.)

Case 2820/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **George Jacobus Vorster,** First Defendant, and **Jacomina Jacoba Vorster,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 5 May 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 19 October 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5669, Northmead Extension 4 Township, situated on 86 Gousblom Street, in the Township of Northmead Extension 4, District of Benoni, measuring 995 (nine hundred and ninety-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with w.c., double garage, servants' rooms with w.c., laundry, swimming-pool 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, Benoni.

Dated at Boksburg on this 6th day of September 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00176 (UB176).]

Case 17790/94
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 **Store Craig Glen,** and **Store Andrea Michelle,** Execution Debtors

In execution of 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 11 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 357, situate in the Township of Roodekop, Registration Division IR, Transvaal, being 8 Waterbok Street, Roodekop, Germiston, measuring 1 271 (one thousand two hundred and seventy-one) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 charge R200 (two hundred rand).

Dated at Johannesburg this 7th day of September 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.576.)

NOTICE OF SALES IN EXECUTION

(Alberton Magistrate's Court)

All the sales in execution are to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 5 October 1994 at 10:00:

Nedcor Bank Limited is the Execution Creditor.

The hereinafter mentioned properties/right 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: **9361/91**

Judgment Debtor/s: **Joseph Banda and Nomatemba Florence Banda**

Property: Right of leasehold over Erf 1415, Tokoza Township, Registration Division IR, Transvaal, situate at Erf 1415, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

Reference: MB0001.

Case Number: **5448/94**

Judgment Debtor/s: **Thawe Joseph Khumalo**

Property: Right of leasehold over Erf 3137, Tokoza Extension 1 Township, Registration Division IR, Transvaal, situate at Erf 3137, Tokoza Extension 1.

Improvements: Detached single storey brick built residence under asbestos roof comprisig three rooms other than kitchen and bathroom.

Reference: MK0091.

Case Number: **3897/94**

Judgment Debtor/s: **Mzayifane Zephinia Kubheka and Noziga Josephina Kubheka and Magonondo Michael Kubheka**

Property: Right of leasehold over Erf 296, Radebe Township, Registration Division IR, Transvaal, situate at Erf 296, Radebe, Katlehong.

Improvements: Semi-detached single storey brick built residence under iron roof comprisig three rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising garage and toilet.

Reference: MK0084.

Case Number: **7391/89**

Judgment Debtor/s: **Mangalani Joseph Mahleke**

Property: Right of leasehold over Erf 11225 (formerly Erf 554), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situate at Erf 11225 (formerly Erf 554), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0664.

Case Number: **2100/93**

Judgment Debtor/s: **Boy Johannes Matlabe and Dipuo Lizzie Matlabe**

Property: Right of leasehold over Erf 693, Moseleke Township, Registration Division IR, Transvaal, situate at Erf 693, Moseleke, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof, comprising five rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters, room and toilet.

Reference: MM0368.

Case Number: **5499/91**

Judgment Debtor/s: **Lina Mavimbela**

Property: Right of leasehold over Erf 195, Zuma Township, Registration Division IR, Transvaal, situate at Erf 195, Zuma, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom with outbuildings of a similar construction comprising carport, servants' quarters and toilet.

Reference: MM0050.

Case Number: **5301/93**

Judgment Debtor/s: **Bobe Lydia Mdluli and Fanyana Abram Rasemetsa**

Property: Right of leasehold over Erf 1180, A P Khumalo Extension 1 Township, Registration Division IR, Transvaal, situate at Erf 1180, A P Khumalo Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0388.

Case Number: **4800/94**

Judgment Debtor/s: **Topi Roselina Mhlambi**

Property: Right of leasehold over Erf 8461, Tokoza Township, Registration Division IR, Transvaal, situate at Erf 8461, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and bathroom.

Reference: MM0620.

Case Number: **9183/93**

Judgment Debtor/s: **Michael Tumelo Mofokeng and Matseliso Josephina Mofokeng**

Property: Right of leasehold over Erf 2076 (formerly Erf 712), Likole Extension 1 Township, Registration Division IR, Transvaal, situate at Erf 2076 (formerly 712), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.

Reference: MM0465.

Case Number: **8017/92**

Judgment Debtor/s: **Makhehleni Willem Motaung and Adia Yvonne Sandra Motaung**

Property: Right of leasehold over Erf 2601 (formerly Erf 394), Likole Extension 1 Township, Registration Division IR, Transvaal, situate at Erf 2601 (formerly Erf 394), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0296.

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 14330/93
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 **Van den Heever, Hugo Amos Huysament,** First Execution Debtor, and **Van den Heever, Emmarentia Margaretha,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 14 October 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain: Erf 232, situate in the Township of Modder East, Registration Division IR, Transvaal; being 5 Kerkenberg Street, Modder East, Springs, measuring 1 033 (one thousand and thirty-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, three bedrooms, bathroom with outbuildings with similar construction comprising a garage, servant's room, toilet and swimming-pool.

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

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

Dated at Johannesburg this 7th day of September 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/VA248.)

Case 26542/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Lucas Johannes Welmans,** First Defendant, and **Johanna Christina Welmans,** Second Defendant

A sale in execution will be held on 5 October 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Section 2 as shown and more fully described on Sectional Plan SS89/88 in the building known as Erf 325, Erasmuskloof Extension 3, situate in the Township Erasmuskloof Extension 3, local authority Pretoria City Council, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section; held by the Defendant under Certificate of Registered Sectional Title ST 89/88 (2) (Unit).

Known as Unit 2, 681 William Nicol Street, Erasmuskloof Extension 3.

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

Duet unit, brick walls, tiled roof, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s entrance hall, laundry, double garage and store room, garden, drying area, parking and covered patio.

The conditions of sale may be inspected at the office of the Sheriff Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9998.)

Case 33709/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Catharina Sophia Maria Jansen van Rensburg,** Defendant

A sale in execution will be held on 5 October 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 1103, situate in the Township Lyttelton Manor Extension 1, Registration Division JR, Transvaal, measuring 2 188 square metres; known as 379 Kloof Avenue, Lyttelton Manor Extension 1.

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

Single storey dwelling, brick walls, fitted carpets, tiles, novilon, corrugated roof, lounge, dining-room, study, kitchen, three bedrooms, bathroom, shower, two w.c.'s, laundry, entrance hall, back stoep, three garages, double carports, workshop, two stores, outside w.c., concrete walls, pool, patio, walls and pavings.

The conditions of sale may be inspected at the office of the Sheriff Pretoria South.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9393.)

Case 6558/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** trading as Nedbank, Plaintiff, and **Lukas Willem Christoffel Deysel,** First Defendant, and **Mrs Cornelia Deysel,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned matter, a sale in execution will be held at the offices of the Sheriff, Johannesburg West at 131 Marshall Street, Johannesburg, on Thursday, 6 October 1994 at 10:00, of the Defendants' undermentioned property without a reserve price and on the conditions to be read out by the auctioneer namely the Sheriff, Johannesburg West prior to the sale and which conditions can be inspected at the offices of the Sheriff, Johannesburg West, prior to the sale:

1. Erf 2097, Newlands, Registration Division IQ, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T58833/1992, also known as 53 Ackerman Street, Newlands, Johannesburg;

1.1 Improvements (which are not warranted to be correct and are not guaranteed): Single storey pitched tiled roof dwelling with lounge, dining-room, three bedrooms, one on suite bthroom, kitchen and pantry.

Outbuildings consisting of granny flat, two garages and two carports.

1.2 Zoning: Residential.

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

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

A. S. Schempers, vir Weavind & Weavind Inc., Attorney for Plaintiff, Third Floor, Nedbank Building, 200 Andries Street, Pretoria. (Ref. A. S. Schempers/RP/N20510.)

Case 15983/94
PH104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Ke Ming-Chou,** 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 14 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Section 53, as shown and more fully described on Sectional Plan SS212/87, in the scheme known as Le Club, in respect of the land and building or buildings situated at Atholl Gardens, in the area of the Sandton Town Council Local Authority, of which section the floor area according to the said Sectional Plan is 113 (one hundred and thirteen) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in acordance with the participation quota as endorsed on the said Sectional Plan, being 58 Le Club, Unit 53, 135 Froome Street, Atholl Gardens, Randburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex brick built residence with iron roof, comprising kitchen, lounge/dining-room, two bedrooms, two bathrooms, two toilets. The common property comprising of five servant's rooms, three servant's toilets, 67 garages, six carports, two swimming-pools and tennis court.

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 8th day of September 1994.

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

Saak 2404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Brakpan Central Buildings BK,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 30 Junie 1994, die onderstaande eiendom te wete:

Erf 892, Brakpan-dorpsgebied, geleë te hoek van Prince George- en Queenlaan, Brakpan, bestaande uit 991 (negehonderd een-en-negentig) vierkante meter, in eksekusie verkoop sal word op 7 Oktober 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Dubbelverdieping besigheidsgebou, oppervlakte 1 170 (eenduisend eenhonderd en sewentig) vierkante meter, bestaande uit vyf ontvangsareas, 42 kantore, twee kluise, twee teekombuise, opwasplek en toilette, parkeerarea 326 (driehonderd ses-en-twintig) vierkante meter, gesoneer vir besigheidsgebruik.

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 Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 30ste dag van Augustus 1994.

Geyser, De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.] (Verw. mej. Heunis/N1053.)

Saak 2821/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Lesiba Moedi Frans Kekana,** Eerste Verweerder, en **Saena Paulina Kekana,** Tweede Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Pietersburg, toegestaan op 28 Junie 1994, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 7 Oktober 1994 om 10:00, te die kantore van die Landdros, Maréstraat, Pietersburg, aan die hoogste bieër, naamlik:

Erf 3808, in die dorp Pietersburg-uitbreiding 11, Registrasieafdeling LS, Transvaal, groot 1 013 (eenduisend-en-dertien) vierkante meter, gehou kragtens Akte van Transport T75737/93, ook bekend as MacDonaldstraat 87, Faunapark, Pietersburg.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom is soos volg verbeter, maar niks word gewaarborg nie, naamlik: Woonhuis bestaande uit: Ingangsportaal, sitkamer, eetkamer, kombuis, opwasplek, drie slaapkamers, badkamer, motorhuis en toilet.

'n Aansienlike bouvereniginglening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op hierdie 6de dag van September 1994.

T. F. Pretorius, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Saak 8953/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Barend Jacobus Vercueil,** Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdroshof van Pietersburg, toegestaan op 22 Julie 1994, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergenoemde eiendom in eksekusie verkoop word op Vrydag, 7 Oktober 1994 om 10:00, te die kantore van die Landdros, Maréstraat, Pietersburg, aan die hoogste bieër, naamlik:

Erf 1007, in die dorp Pietersburg-uitbreiding 4, Registrasieafdeling LS, Transvaal, groot 1 586 (eenduisend vyfhonderd ses-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T44190/84, ook bekend as Diazstraat 53, Pietersburg.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom is soos volg verbeter, maar word niks gewaarborg nie, naamlik: Woonhuis bestaande uit: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, dubbelmotorhuis, waskamer, stoorkamer en eenkamerwoonstel.

'n Aansienlike bouvereniginglening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 6de dag van September 1994.

T. F. Pretorius, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Case 18285/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Miguel Goncalves Carreira,** Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, on Wednesday, 5 October 1994 at 10:00:

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

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

Property: Portion 43 of Erf 550, Hennopspark Extension 4 Township, Registration Division JR, Transvaal, measuring 429 (four hundred and twenty-nine) square metres, also known as 43 Roper Street, Hennopspark Extension 4.

Improvements: Single-storey, entrance hall, lounge/dining-room, three bedrooms, bathroom, shower with toilet, kitchen, garage and swimming-pool.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-24871.) (Ref. Mr Coetzee/eb/X195.)

Case 7367/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Rodney Hugh Scott,** Defendant

In pursuance of a judgment granted on 9 August 1993 in the above Honourable Court, and a warrant of execution, the following property will be sold in execution at the salesrooms of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 7 October 1994 at 10:00, to the highest bidder, viz:

Erf 306, Strubenvallei Extension 1 Township, Registration Division IQ, Transvaal, in extent 1 130 (one thousand one hundred and thirty) square metres, held by Deed of Transfer T31683/1988, situated at 859 Witwatersrand Avenue, Strubensvalley, Roodepoort.

The following information is furnished although no guarantee in regard thereto can be given: Lounge, family room, dining-room, study, bathroom, three bedrooms, passage, kitchen, servant's quarters, lapa, two showers, brick and cement boundary walling, thatched roof, wooden framed windows and plastered walls.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of the sale unless otherwise agreed to by the Execution Creditor and the Sheriff and the balance plus interest against registration of transfer to be secured by a bank or building society guarantee in favour of the Sheriff in a form acceptable to the Execution Creditor's conveyancer to be furnished to the Execution Creditor's conveyancer within 30 (thirty) days of the date of sale.

The conditions of sale may be inspected during office hours at the salesrooms of the Sheriff for Roodepoort at 182 Progress Avenue, Technikon, Roodepoort.

Dated at Florida this 1st day of September 1994.

Richard F. Reed, 1 Penelope Avenue, corner of Gordon Road, Florida North; P.O. Box 146, Florida Hills, 1716. (Tel. 472-3560/1/2/3.)

Case 6464/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Paul Ifold Harding NO,** First Defendant, and **James Duncan Sime NO,** Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 6 October 1994, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 201, Orange Grove Township, Registration Division IR, Transvaal, measuring 567 square metres, held by the trustees for the time being of the XS Trust under Deed of Transfer T42422/92, situated at 64 Sixth Avenue, Orange Grove, Johannesburg.

Improvements described hereunder are not guaranteed. The property consists of:

Main building: Lounge, dining-room, breakfast nook, three bedrooms, bathroom/w.c., shower/w.c., kitchen and patio.

Outbuildings: Servant's quarters and bathroom/w.c.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee on cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. Mr Braatvedt/RdS/A2212.)

Case 286/94

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

In the matter between **First National Bank of South Africa Ltd,** Plaintiff, and **F. H. L. Darvall,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Belfast and a warrant of execution dated 12 July 1994, the following property will be sold in execution on Friday, 30 September 1994 at 10:00, at the Magistrate's Court, Van Riebeeck Street, Belfast, to the highest bidder:

Certain Portion 14 of the farm Zevenfontein 388, Registration Division JT, Transvaal, measuring 56,1071 hectares, held under Deed of Transfer T1163/1992, situated at Cosmos Farm, Machadodorp and 15 km on the road to Carolina, turn right at a large rock with the name Darvall on it, 1 km to main building.

Improvements: Renovated farm house, shed, constant spring with perennial stream.

Terms: The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale. The balance of the purchase price and interest on the full purchase price on the date of registration of transfer to be secured by a bank or building society or other acceptable guarantee, to be approved by the Sheriff, shall be furnished to the transferring attorneys within 14 (fourteen) days of the date of sale.

The conditions of sale may be inspected during office hours at the office of Badenhorst Attorneys Inc., 90 Vermooten Street, Belfast or the offices of the Sheriff, 108 Van Kraayenburg Street, Belfast.

Dated at Belfast this 30th day of August 1994.

Badenhorst Attorneys Inc., Plaintiff's Attorneys, 90 Vermooten Street, Belfast, 1100. (Verw. PJB/vb/F6/94.)

Cash 20640/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of South Africa Limited,** Plaintiff, and **Ngobeni, Soyaphi John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held at the Salesrooms of the Sheriff, Johannesburg West, on 6 October 1994 at 10:00, in respect 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 Deputy Sheriff, Johannesburg West, prior to the sale:

The property will be sold to the highest bidder and the sale shall be sold for rand and no bid for less than R10 shall be accepted.

The property is Erf 1241, Protea Glen Township, Registration Division IQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, held under and by Deed of Transfer 38862/1991.

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

House consisting of lounge, kitchen, bathroom and toilet, two bedrooms and corrugated roof.

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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 12th day of August 1994.

Michael A. Goldberg, Plaintiff's Attorney, Second Floor, Leebram House, corner of Biccard and Jorrisen Streets, Braamfontein, Johannesburg. (Tel. 403-2861.) (Fax. 403-2672.) (Ref. MG/AH/F84.)

Case 54168/92
PH 415

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **John Theodore du Plessis,** Judgment Debtor

Be pleased to take notice that in execution of a judgment of the above Honourable Court for the District of Johannesburg, in the above-mentioned suit, a sale without reserve will be held in front of the Court-house, Fox Street-entrance, on 23 September 1994 at 10:00, the undermentioned property of the Judgment Debtors, the conditions of which lie for inspection at the offices of the Sheriff of the Magistrate's Court, 100 Sheffield Street, Turffontein, Johannesburg, prior to the date of sale (to be read out by the auctioneer at the time of the sale):

Erf 570, Mulbarton Extension 2 Township, Registration Division IR, Transvaal, measuring 1 310 (one thousand three hundred and ten) square metres.

The following information is furnished regarding 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 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 cent) of the proceeds of the sale, minimum R200 (two hundred rand) 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).

Dated at Johannesburg on this the 29th day of August 1994.

John Broido, Plaintiff's Attorneys, 17th Floor, 1711 Sanlam Centre, Jeppe Street, P.O. Box 9046, Johannesburg. (Tel. 333-2141.) (Ref. J Broido/CGA.)

Case 5922/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Simondwood, Mary Jane** (I/D 590715 0859 180), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 4 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Randburg, prior to the sale:

Unit consisting of section No. 26 in the building known as Petra Nera, as shown on Sectional Plan SS317/93, together with an undivided share in the common property being Flat 26, Petra Nera, Riverbend Road, Bloubosrand, area of the said section 98 (ninety-eight) square metres.

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

Unit consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom and separate toilet, kitchen and pantry/ laundry.

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 (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 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 the 29th 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 529556.)

Case 5935/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Victor, Lenn** (I/D 591126 5107 006), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 4 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Randburg, prior to the sale:

Erf 334, Sharonlea Extension 8 Township, Registration Division IQ, Transvaal, being 20 Raasblaar Street, Sharonlea Extension 8, Randburg, measuring 1 514 (one thousand five hundred and fourteen) 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 toilet, kitchen and outside study.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (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 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 the 29th 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 529532.)

Case 10763/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van den Berg, Johannes Jacobus,** I/D 5703285073007, 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 Overvaal Building, 28 Kruger Street, Vereeniging, on Thursday, 6 October 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 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, Vereeniging, prior to the sale:

Portion 1 of Erf 1033, Three Rivers Extension 1 Township, Registration Division IQ, Transvaal, being 77A Ring Road, Three Rivers, Vereeniging, measuring 1 459 square metres.

Use zone special Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, four bedrooms, two bathrooms and toilets, dressing room and kitchen. Two garages. Two store-rooms. Shower and toilet. Swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, and a minimum charge of R200.

Dated at Johannesburg on 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. P. M. Carter/GGLIT 447915.); N. C. H. Bouwman, Sheriff Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 9974/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Lesawana, Joseph Nika,** First Defendant, and **Lesawana, Mametse Franscina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve, will be held at the offices of the Sheriff of the Supreme Court, Johannesburg West, 131 Marshall Street, Johannesburg, on 6 October 1994 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the auctioneer at the offices of the Sheriff of the Supreme Court, Johannesburg West, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 4915, Naledi Extension 1 Township, Registration Division IQ, Transvaal, in extent 263 square metres, as shown on General Plan L865/1985, held by virtue of Certificate of Registered Grant of Leasehold TL33650 corresponding to site 4915, Naledi Extension 1.

The following information is furnished in regard to the improvements upon the property, although no guarantees are given in this respect:

1. *Main building:* The main building is a facebrick house with a tiled roof, comprising of a lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Outbuildings:* The outbuildings consist of a single garage.

3. *General:* The property is enclosed by a brick wall.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee, to be furnished within 14 (fourteen) days from the date of sale.

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

2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000.

2.2 Minimum charges are R200.

Dated at Johannesburg.

Feinsteins Inc., Attorneys for Plaintiff, Ninth Floor, The Atrium, 41 Stanley Avenue, Milpark, Johannesburg. (Tel. 462-1735.) (Fax. 726-6503.) (Ref. T. D. Brenner/9212.)

Case 12213/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Rooyen, George Frederick,** I/D 5312305038006, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 182 Progress Avenue, Technikon, Roodepoort, on Friday, 7 October 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, Roodepoort, prior to the sale:

Erf 121, Wilgeheuwel Township, Registration Division IQ, Transvaal, being 1042 Fiver Street, Wilgeheuwel, measuring 1 098 square metres.

Use zone Residential.

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

Dwelling-house consisting of entrance hall, lounge, dining-room, two bedrooms, bathroom and toilet, separate toilet and kitchen. Garage and carport. Toilet. Swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, and a minimum charge of R200.

Dated at Johannesburg on the 5th day of September 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 546870.)

Case 10277/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tappe, Grant Edward,** Identity Number 6412295096003, First Defendant, and **Tappe, Denise Mavis,** Second Defendant, and **Tappe, Christa Alice (Adreae),** 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 Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 14 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton, Midrand, prior to the sale:

Erf 4869, Bryanston Extension 42 Township, Registration Division IR, Transvaal, being 27 Arklow Road, Bryanston, measuring 1 628 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, family room, three bedrooms, two bathrooms, separate toilet, kitchen, study and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 5th day of September 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 496743.)

Case 11637/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Joseph Makuloane Molaba,** First Defendant, and **Matopi Sylvia Molaba,** Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff of the Supreme Court, 17 Caledon Street, Standerton, on 19 October 1994 at 10:00:

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

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

Property: All the right, title and interest to the leasehold in respect of Erf 2700, situated in the town Sakhile, Registration Division IS, Transvaal, measuring 500 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL12188/88.

Improvements: Three bedrooms, kitchen, lounge, bathroom and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1678.)

Case 13476/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Johan Jacques Marais,** Defendant

A sale in execution of the undermentioned property is to be held in front of Magistrate's Offices, President Kruger Street, Bronkhorstspruit, on Friday, 14 October 1994 at 12:00:

Full conditions of sale can be inspected at the Sheriff Bonkhorstspruit, 30 Mark Street, Bronkhorstspruit and will be read out prior to the sale.

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

Property: Erf 4, situated in the Township of Riamarpark, Registration Division JR, Transvaal (known as 7 Roos Street, Riamarpark).

Improvements: Three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room, garage and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1756.)

Saak 11722/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Sentraalwes (Koop) Beperk,** Eiser, en **Schoonspruit Pluimveeplaas (Edms.) Beperk,** Eerste Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 24 Augustus 1993 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Klerksdorp, te die Voorportaal, Landdroshof, Landdroskantoor, Klerksdorp, op Donderdag, 6 Oktober 1994 om 10:00 verkoop:

1. Sekere Gedeelte 25 van die plaas Brakspruit 370, Registrasieafdeling IP, Transvaal, gehou kragtens Akte van Transport T78240/1988, groot 52,9520 hektaar, geleë ongeveer 20 km noordwes vanaf Klerksdorp op die Brakspruitpad, draai af met Johan Neserpad vir 1 km en die eiendom is geleë op die linkerkant.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie:

(a) Drie groot High Rise ligdig hoender grootmaakeenhede met kapasiteit van 15 500 hoenders elk, ten volle outomaties.

(b) Vooraf vervaardigde woonhuis bestaande uit drie slapkamers, sitkamer, kombuis, badkamer en toilet.

(c) Woonstelletjie naby huis bestaande uit slaapkamer, sitkamer, kombuis, badkamer en toilet.

(d) Afdak vir stoorruimte.

(e) Afdak vir motors.

(f) Boorgat toegerus met monopomp en elektriese motor en verskeie watertenks.

(g) Arbeidershuis in goeie toestand.

Die koper moet 'n deposito van 20% (twintig persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal word by wyse van 'n bank- of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Klerksdorp.

Geteken te Pretoria op hierdie 9de dag van September 1994.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Geldenhuys/LFS/48782.)

Saak 378/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Die Kleinsake-ontwikkelingskorporasie Beperk** Eiser, en **Mazwandile Abel Mithani,** Verweerder

Ingevolge uitspraak van die Landdroshof van Westonaria en lasbrief tot geregtelike verkoping gedateer 27 Junie 1994, sal die ondervermelde eiendom op 7 Oktober 1994 om 10:00, voor die Landdroshof, President Steynstraat, Westonaria, aan die hoogste bieder verkoop word:

1. Erf 3192, Bekkersdal, Westonaria, Registrasieafdeling IQ, Transvaal, groot 330 (driehonderd-en-dertig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport TL 13670/91 (ook bekend as Erf 3192, Bekkersdal).

Sonering: Supermark met kantoor, slaghuis, kombuis, vrieskamer en toilette.

Voorwaardes:

1. 10% (tien persent) of R5 000 (vyfduisend rand) van die koopprys in kontant op die dag van die verkoping, die balans betaalbaar teen registrasie van oordrag verseker te word deur 'n bank- of bouverenigingwaarborg gelewer binne 'n tydperk van 21 (een-en-twintig) dae na datum van verkoop.

2. Afslaersgelde betaalbaar op die dag van die verkoping soos voorgeskryf in die tarief.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju te Westonaria en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word.

N. W. Botha, vir Janse van Rensburg & Strydom, Eerste Verdieping, Rentmeestergebou, Edwardslaan 84, Posbus 950, Westonaria, 1780. (Verw. NWB/LK/WVK099.)

Case 24472/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Johan Grobler,** Defendant

A sale will be held at 341 Bruce Street, Waterkloof Glen, Pretoria, on Wednesday, 5 October 1994 at 12:00, of:

Erf 145, in the Township of Waterkloof Glen, Registration Division JR, Transvaal, measuring 2 076 square metres, known as 341 Bruce Street, Waterkloof Glen. Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, TV-room, kitchen, scullery, four bedrooms, dressing room, two bathrooms and study.

Inspect conditions at Sheriff, Pretoria West, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770) (Ref. N1/A-404859/JAA/J. S. Herbst.)

Case 3037/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Johannes Petrus Redelinghuys,** First Defendant, and **Elma Redelinghuys,** 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, 7 October 1994 at 11:00:

Erf 1238, The Orchards Extension 11 Township, Registration Division JA, Transvaal, measuring 960 square metres, known as 210 Hulton Street, The Orchards Extension 11.

Particulars are not guaranteed.

Dwelling: Lounge, family room, dining-room, kitchen, two bedrooms, bathroom and toilet.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-404842/JAA/M. Oliphant.)

Case 7272/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Johannes Jurgens Reynders du Plessis,** Defendant

A sale in execution will be held on Thursday, 6 October 1994 at 10:00, by the Sheriff for the Supreme Court, Pretoria West, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 175, situated in the Township of Capital Park, Registration Division JR, Transvaal, in extent 1 190 square metres, known as 107 Myburgh Street, Capital Park, Pretoria.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, scullery, laundry, double garage, staff-room and toilet.

Inspect conditions at Sheriff for the Supreme Court, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-392369/JAA/M. Oliphant.)

Case 40773/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Gerhard van Rooyen,** Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 6 October 1994 at 10:00:

Remaining Portion of Erf 1577, situated in the Township of Capital Park, Registration Division JR, Transvaal, measuring 1 320 square metres, known as 227 Malherbe Street, Capital Park.

Particulars are not guaranteed.

Dwelling: Lounge, family room, dining-room, kitchen, five bedrooms, bathroom, toilet and shower, two staff-rooms, stores, garage, bathroom 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 × 313.) (Ref. N1/B-409881/JAA/M. Oliphant.)

Case 50688/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Jasper Gustavus Coetzee,** Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Wednesday, 5 October 1994 at 10:00:

Erf 1483, situated in the Township of Faerie Glen Extension 6, Registration Division JR, Transvaal, measuring 1 219 square metres, known as 582 Alaska Street, Faerie Glen Extension 6.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, family room, dining-room, kitchen, four bedrooms and two bathrooms and scullery. Double garage, staffroom 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 × 313.) (Ref. N1/B-414167/JAA/M. Oliphant.)

Case 51367/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Rupert Burger,** Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 6 October 1994 at 10:00:

Portion 2, Erf 3147, Pretoria Township, Registration Division JR, Transvaal, measuring 1 090 square metres, known as 429 Luttig Street, Pretoria West.

Particulars are not guaranteed.

Dwelling: Lounge, study, kitchen, pantry, three bedrooms and bathroom. Staff-room, garage and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Ref. N1/B-379728/JAA/M. Oliphant.)

Case 7872/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Vusumuzi Ivan Ncongwane,** Defendant

A sale in execution will be held on Friday, 7 October 1994 at 10:00, by the Sheriff for the Supreme Court, Witbank, at the Magistrate's Court, Delville Street, Witbank, of:

All right, title and interest in the leasehold in respect of Erf 1381, KwaGuqa Extension 3 Township, Registration Division JS, Transvaal, in extent 326 square metres, known as 1381 Igwababa Street, KwaGuqa Extension 3.

Particulars are not guaranteed.

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

Inspect conditions at Sheriff for the Supreme Court, Witbank, at 3 Rhodes Street, Witbank.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N5/369517/JAA/M. Oliphant.)

Saak 13760/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eksekusieskuldeiser, en **F. de F. Gordinho,** Eerste Eksekusieskuldenaar, en **mev. M. G. Gordinho,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 24 Februarie 1994 en 'n lasbrief vir eksekusie gedateer 10 Maart 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 12 Oktober 1994 om 11:00:

Erf 3785, Benoni-uitbreiding 10-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 922 vierkante meter, gehou kragtens Akte van Transport T2660/1983, geleë te Derwentstraat 80, Farrarmere, Benoni.

Die eiendom bestaan uit onder andere die volgende, alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer en badkamer met aparte toilet. Buitegeboue bestaande uit enkelmotorhuis en swembad.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1933, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni hierdie 6de dag van September 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72; Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens CC2522.)

Saak 21985/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Eza Peter Restaurant BK,** Eerste Verweerder, en **M. E. Janse van Rensburg,** Tweede Verweerder, en **J. T. Janse van Rensburg,** Derde Verweerder, en **A. P. Viljoen,** Vierde Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 7 Januarie 1992 en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 12 Oktober 1994 om 12:00, te Mainstraat 6, Kinross, aan die hoogste bieder:

Erf 49, geleë in die Kinross-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 090 vierkante meter, gehou kragtens Akte van Transport T47054/1968 (beter bekend as Mainstraat 6, Kinross).

Besonderhede word nie gewaarborg nie.

Woonhuis met drie slaapkamers, sitkamer, eetkamer, badkamer, dubbelmotorhuis, bediendekamer en twee afdakke.

Besigtig voorwaardes by Balju Evander, Eerste Verdieping, Lastindagebou, Evander.

Geteken te Pretoria op hierdie 8ste dag van September 1994.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mnr. Lohse/ptb.)

Case 3750/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Morena Samuel Seshigwana,** First Defendant, and **Elizabeth Metja Seshigwana,** 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 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, 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 21154, situated in the Township of Mamelodi, Registration Division JR, Transvaal, in extent 417 (four hundred and seventeen) square metres, held by Certificate of Registered Grant of Leasehold TL8582/90 and subject to all the conditions mentioned therein.

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

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

Dated at Pretoria this 30th day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S228/94.)

Case 9833/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Ian Nicholas Edwards,** First Defendant, and **Suszette Anette Edwards,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Magistrate's Court, Begemann Street, Heidelberg, Transvaal on Friday, 7 October 1994 at 09:00, of the undermentioned property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 2005, Heidelberg Extension 9 Township, Registration Division IR, Transvaal (also known as 41 Angelier Street, Heidelberg Extension 9, Transvaal, measuring 1 093 (one thousand and ninety-three) square metres, held under Deed of Transfer T101955/92, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c., garage, servant's w.c. and swimming-pool.

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 29th day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S821/93.)

Saak 14824/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Hendrik Leonardus Beytel,** Eerste Eksekusieskuldenaar, en **Susanna Elizabeth Beytel,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Germiston, op 3 Oktober 1994, om 10:00, te Du Pisaniegebou, 72 Joubertstraat, Germiston, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde balju:

Sekere Erf nommer: Gedeelte 192 ('n gedeelte van Gedeelte 168) van Erf 132, Klippoortje-landbouhoewes, Germiston, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T33289/80, grootte 1 091 (een duisend een-en-negentig) vierkante meter, ook bekend as 5 Conradiestraat, Klippoortje-landbouhoewes.

Beskrywing: Woning bestaande uit eetkamer, kombuis, sitkamer, drie slaapkamers, badkamer en toilet, alles onder 'n teëldak. Die eiendom is gedeeltelik 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 5de dag van September 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/UA93.)

Saak 7847/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Kenneth Ralph Olsen,** Eerste Eksekusieskuldenaar, en **Adriana Josina Olsen,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 13 Oktober 1994, om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde balju:

Sekere Erf nommer: Erf 647, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T38614/86, grootte 1 041 (een duisend een-en-veertig) vierkante meter, ook bekend as Fitterstraat 69, Cresslawn.

Beskrywing: Woning bestaande uit eetkamer, kombuis, sitkamer, drie slaapkamers, twee badkamers en twee toilette, alles onder 'n teëldak. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 5de dag van September 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1272.)

Saak 7865/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Robert William Gamage,** Eerste Eksekusieskuldenaar, en **Loraine Charmaine Gamage,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 13 Oktober 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 1488, Norkem Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T29259/93.

Grootte: 1 005 (eenduisend-en-vyf) vierkante meter.

Ook bekend as Peter Binikos 1, Norkem Park-uitbreiding 3.

Beskrywing: Woning bestaande uit kombuis, sitkamer, twee slaapkamers, twee badkamers, twee toilette, 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 (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 5de dag van September 1994.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB1287.)

Saak 7141/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **Albert Carl Smith,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 13 Oktober 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 172, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T6381/93.

Grootte: 1010 (eenduisend en tien) vierkante meter.

Ook bekend as Delmainestraat 17, Birchleigh-Noord-uitbreiding 3.

Beskrywing: Woning bestaande uit eetkamer, kombuis, sitkamer, drie slaapkamers, twee badkamers en twee toilette, alles onder 'n teëldak, motorhuis, motoroprit en 'n swembad.

Die eiendom is met drie mure 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 5de dag van September 1994.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/UT162.)

Saak 6685/94

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

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **David John Smith,** Eerste Eksekusieskuldenaar, en **Michele Anne Smith,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 13 Oktober 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 2096, Birch Acres-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte T14203/86.

Grootte: 1043 (eenduisend drie-en-veertig) vierkante meter.

Ook bekend as Katakoeroestraat 46, Birch Acres-uitbreiding 5.

Beskrywing: Woning bestaande uit eetkamer, kombuis, sitkamer, drie slaapkamers, twee badkamers, twee toilette, familie/TV-kamer, alles onder 'n teëldak, twee motorhuise, 'n motoroprit 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 aandie 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 5de dag van September 1994.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB1202.)

Case 2560/92

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

In the matter between **Saambou Bank Beperk,** Plaintiff, and **Johannes Christiaan Steyn,** Defendant

In pursuance of a judgment in the Court of the Magistrate's Court of Vereeniging and a writ of execution, the property listed hereunder will be sold in execution, on 7 October 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, 41A Beaconsfield Avenue, Vereeniging:

Plot 56, Van der Westhuizenshoogte Agricultural Holdings, District of Vereeniging, Registration Division IR, Transvaal, measuring 2,9372 hectares, held under Deed of Transfer T63379/90.

Improvements: Vacant stand.

Terms: 10% (ten per centum) of the purchase price to be paid on the date of the 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.

Conditions of sale: The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, Vereeniging.

Dated at Vereeniging on this 6th day of September 1994.

J. Prinsloo, for Rossouw & Prinsloo, N.B.S. Building 201, Merriman Avenue, P.O. Box 871, Vereeniging, 1930. (Ref. J. A. M. Prinsloo/SW.)

Case 3292/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Charles Radipetla Maragela,** First Defendant, and **Jane Mamokoto Maragela,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 17 June 1992, the following property will be sold in execution on 5 October 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 4302, Kagiso Township, Registration Division IQ, Transvaal, in extent 262 (two hundred and sixty-two) square metres.

For residential purposes, held by the Defendant/s under Certificate of Registered Grant of Leasehold TL4955/1988, known as Erf 4302, Kagiso Township, Krugersdorp, upon which is erected a single storied detached dwelling under asbestos roof consisting of two bedrooms, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour for the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office at the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 2323/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **John Motlhware Mokome,** First Defendant, and **Mamatsitla Betty Mokome,** Second Defendant

In pursuance of a judgment in the Court of Westonaria and writ of execution dated 11 November 1992, 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:

Erf 221, Westonaria Township, Registration Division IQ, Transvaal, in extent 1 179 (one thousand one hundred and seventy-nine) square metres, held by Deed of Transfer T10705/1992, situated at 33 Briggs Street, Westonaria.

Improvements: Single-storey dwelling under iron roof comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages and carport, in regard to which, however, nothing is guaranteed.

Terms:

1. R9 600 or 10% (ten per centum) of the purchase price (whichever shall be the greater) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's Office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

S. W. Kruger, for Truter Crous Wiggil & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Mr Kruger/MR/W13991/N24.94.)

Case 7610/92

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 **Ronald Gabriel Sack,** 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 6 October 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 51 and its undivided share in the common property in the Moonlight Heights Sectional Title Scheme, area 39 square metres, situation Flat 703, Moonlight Heights, 5 Soper Road, Berea, Johannesburg.

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

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

Dated at Johannesburg on the 22nd 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 25766/91

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 **Rhona Anne Solomon,** 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 6 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Unit, comprising Section 74 and its undivided share in the common property in the Imbali Sectional Title Scheme, area 36 square metres, situation Flat 702, Imbali, corner of Tudhope and Louis Botha Avenues, Berea, Johannesburg.

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

Terms: 10% (ten per centum) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (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) up to a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg on this 19th 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 121873/93
PH 3

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Edwin Fred Cathrine,** Defendant

Pursuant to a judgment granted by this Honourable Court on 23 December 1993, and a warrant of execution issued on 18 April 1994, the undermentioned goods will be sold in execution to the highest bidder on 15 October 1994 at 09:00, at the Sheriff of the Court's Stores, corner of Ophir-Booysens and Bosman Streets, Ophirton:

Terms: Cash, no cheques accepted.

Four-piece lounge suite, two tables, dressing table, English electric fridge, English electric freezer and A E G washing machine.

Dated at Johannesburg on this the 6th day of September 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs M. Mengel/sam/S06037.)

Case 2943/93

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

In the matter between **Standard Bank Ltd,** Execution Creditor, and **Moses Phillip Tshuma,** Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 16 February 1994, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Boksburg, on Friday, 21 October 1994 at 11:15, and from the premises of the Sheriff. The property is:

Erf 4364, Vosloorus, Boksburg, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held under Deed of Transfer TL26031/1987, and also known as 4364 Roets Drive, Vosloorus, Boksburg.

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:

Main building: Dwelling consisting of lounge, dining-room, kitchen, two bedrooms and bathroom.

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 20% (twenty 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 the date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Boksburg, at 182 Leeuwpoort Street, Boksburg, Tel. (011) 52-7620/9.

Dated at Germiston on the 29th day of August 1994.

L. Steenkamp, for Steenkamp, Theart-Du Plessis, Mey, Plaintiff's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, Germiston, 1401. (Ref. 5790/AVV/ls.)

Case 3288/93

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Pinkie Johannes Motaka,** First Defendant, and **Maria Motaka,** Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 2 April 1993, and warrant of execution served on 25 August 1994, the undermentioned property will be sold on 13 October 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johriahof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1975, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as 1975 Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under concrete tiled roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff, which was 16,75% (sixteen comma seven five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

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

The complete terms and conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Bedfordview on this the 5th day of September 1994.

Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/LS1234.)

Case 31275/93
PH 233

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **James Robert Strachan,** First Defendant, and **Gaynor Strachan,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Fourth Floor, Standard Chambers, 247 President Street, Germiston, on 6 October 1994 at 10:00, of the undermentioned propety of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Germiston, prior to the sale:

Erf 625, Bedfordview Extension 127 Township, Registration Division IR, Transvaal, in extent 2 345 (two thousand three hundred and forty-five) square metres, held under Deed of Transfer T34240/1987, situated at 95 Boeing Road, Bedfordview Extension 127, District of Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Residential dwelling comprising entrance hall, fully tiled kitchen, bar-room, games-room, guest cloakrooms, five bedrooms (main-en-suite), main bathroom with jacuzi, dressing-room with fitted cupboards, second bathroom and patio all under tiled roof. Servants' quarters being two rooms and bathroom. Separate two bedroom cottage with living-room, bar-room and kitchen. Swimming-pool, asbestos wendyhouse and double garage.

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

Auctioneer's charges, which are also payable on the date of sale, are as follows: 5% (five per cent) on the proceeds of the sale up to R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charges R200.

Dated at Johannesburg this 8th day of September 1994.

Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. D. W. Phillips.)

Case 10721/94
PH 345

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Levy, Arie,** 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 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, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 261, Glenhazel Township, Registration Division IR, Transvaal, being 43 Northfield Avenue, Glenhazel, Johannesburg, measuring 1 708 (one thousand seven hundred and eight) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof comprising four bedrooms, main en suite, toilet and shower, entrance hall, family room, lounge, dining-room, kitchen with breakfast nook, three domestic rooms with bathroom and toilet, three garages and swimming-pool.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days of 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 R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charges R200.

Dated at Johannesburg this 5th day of September 1994.

Wertheim Becker, Execution Creditor's Attorneys, Eighth Floor, North State, corner of Market and Kruis Streets; P.O. Box 2102, Johannesburg. (Tel. 337-1263.) (Fax. 336-9077.) (Ref. Mr I. Gordon 015245.)

Saak 845/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA·GEHOU TE WESTONARIA

In die saak tussen **Fidelity Bank,** Eiser, en **A. Maharaj,** Eerste Verweerder, en **R. Maharaj,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Westonaria en lasbrief vir eksekusie gedateer 2 Augustus 1994, sal die ondervermelde eiendom op 7 Oktober 1994 om 10:00, te die Landdroskantoor te Westonaria aan die hoogste bieder geregtelik verkoop word:

Erf 3324, Lenasia Suid-uitbreiding 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 847 (agthonderd sewe-en-veertig) vierkante meter, geleë te Mercury Place 3324, Lenasia-Suid.

Verbeterings: Woonhuis en gewone buitegeboue ten opsigte waarvan, egter geen waarborg gegee word nie.

Voorwaardes:

1. R5 000 kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne 21 dae. Die koper moet transportkoste, belastings ens. betaal.

2. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

3. Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word), mag gedurende kantoorure by die kantoor van die Balju, Landdroshof Westonaria, nagesien word.

4. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

R. V. von Abo, vir Venter, Von Abo & Kie, Quo Vadissentrum, Pakemanstraat, Westonaria. (Verw. RVA/NS/F109.)

Saak 1540/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Shoprite Checkers Pty Ltd,** Eiser, en **J. W. Borret,** handeldrywende as Hyper Sound & TV, Verweerder

Ten uitvoerlegging van 'n vonnis deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof Rustenburg, op 28 September 1994 om 11:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word en tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die Balju: Landdroshof, Smutslaan, Rustenburg. Die verkoping vind plaas voor die Landdroskantoor, Van Stadenstraat, Rustenburg.

Sekere Erf 1148, Rustenburg, in die voorstad Geelhoutpark-uitbreiding 4, Rustenburg, Registrasieafdeling JQ, Transvaal, ook bekend as Red Adlerstraat 32.

Verbeteringe: Geen verbeteringe in verband hiermee word gegee nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen opdrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik in wie se guns oor die eiendom geregistreer is.

Geteken te Rustenburg op hierdie 2de dag van September 1994.
op hierdie 2de dag van September 1994.

Wessels & Le Roux Ing., Tweede Verdieping, Unitedgebou, Steenstraat 60, Rustenburg. (Verw. EL/NE.)

Saak 4906/90

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank,** handeldrywende as Trust Bank, Eiser, en **J. Naude,** Verweerder

Ten uitvoerlegging van 'n vonnis deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Rustenburg, op 5 Oktober 1994 om 11:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die Balju, Landdroshof, Smutslaan, Rustenburg. Die verkoping vind plaas voor die Landdroskantoor, Van Stadenstraat, Rustenburg.

Sekere Erf Gedeelte 69 ('n gedeelte van Gedeelte 14) van die plaas Boekenhoutfontein 260, Registrasieafdeling JQ, Transvaal, groot 22,2698 hektaar, ook bekend as plaas Boekenhoutfontein 260.

Verbeteringe: Geen verbeteringe in verband hiermee word gegee nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen opdrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik in wie se guns oor die eiendom geregistreer is.

Geteken te Rustenburg op hierdie 7de dag van September 1994.

Wessels & Le Roux Ing., Tweede Verdieping, Unitedgebou, Steenstraat 60, Rustenburg. (Verw. EL/NE/Y30.)

Case 4823/91

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

In the matter between **Allied Building Society,** Plaintiff, and **Christos Paul Christodoulou,** 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, 21 October 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 109, Selection Park Township, held by Deed of Transfer F16724/1969, Registration Division IR, Transvaal, also known as 42 Roxburgh Road, Selection Park, Springs.

Description of property: Brick building under tiles, three bedrooms, lounge, dining-room, kitchen, bathroom/w.c., garage and servants' quarters.

Conditions: The sale will be subject to payment of 10% (ten per cent) of the purchase price in cash on the date of sale, together with auctioneers charges of 5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximuum fee of R6 000 (six thousand rand), the balance against transfer to be secured by an acceptable bank-guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

The purchaser shall be liable to pay interest at the rate of 19% (nineteen per cent) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely Allied Bank, in whose favour bond/s are registered over the property. 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 5th day of September 1994.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building 64 Fourth Street; P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.)

Saak 4231/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **R. E. Richards,** Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike verkoping verkoop sal word op 5 Oktober 1994 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieër:

Erf 2573, eMbalenhle-uitbreiding 4-dorpsgebied.

Akte van Transport TL76142/1988.

Verbandakte BL86548/1988.

Bekend as Erf 2573, eMbalenhle-uitbreiding 4.

Die voorwaardes van die verkoping sal aangekondig word deur die Balju vir Hoëveldrif, net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 6de dag van September 1994.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Kotze A21.)

Saak 504/94

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

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Petrus Paulus Fourie,** Eerste Verweerder, en **Hannolien Ronel Fourie,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 17 Maart 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju Wonderboom, op 21 Oktober 1994 om 11:00, die ondervermelde eiendom in eksekusie verkoop te Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warm-badpad, Bon Accord), aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Shannonstraat 26, The Orchards-uitbreiding 11, en word omskryf as Erf 882, in die dorp The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 800 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg uit 'n woning van steen onder 'n teëldak, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

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

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

Geteken te Pretoria hierdie 7de dag van September 1994.

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

KAAP • CAPE

Case 1636/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local)

Nedcor Bank Limited *versus* **Colin Samuel Pillay** and **Gadija Pillay**

In pursuance of a judgment dated 25 August 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, 30 September 1994 at 15:00:

Erf 14208, Bethelsdorp, Municipality and Division of Port Elizabeth, in extent 544 (five hundred and forty-four) square metres, situated at 27 Amandla Street, Cleary Estates, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under a concrete tile roof, consisting of two bedrooms, bathroom, kitchen, lounge and dining-room.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this the 29th day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 2737/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Sandra Naomi Mudge,** Eerste Verweerder, **Andries Petrus van der Merwe,** Tweede Verweerder, en **Sarah Goudina van der Merwe,** Derde Verweerder

Ter uitvoering van 'n vonnis wat in die bogemelde Hof teen die bogemelde Verweerders toegestaan is en 'n lasbrief vir eksekusie gedateer 15 November 1993, sal die hiernavermelde eiendom op Woensdag, 5 Oktober 1994 om 10:00, te Jan van Riebeeckstraat 25, Sedgefield, opgeveil word.

'n Dubbelverdiepingbaksteenhuis met gespitste asbestosdak, vier slaapkamers, twee sitkamers en twee badkamers.

Erf 1333, Sedgefield, in die munisipaliteit Sedgefield, afdeling Knysna, groot 1 281 vierkante meter.

Verkoopvoorwaardes:

1. Die eiendom word per stygende bod aan die hoogste bieër verkoop, voetstoots en onderhewig aan die bepalings en voorwaardes van die Landdroshofwet en die reëls daarkragtens gemaak, en van die Transportakte, sover dit van toepassing mag wees.

2. 10% (tien persent) van die koopprys word in kontant of met 'n bankgewaarborgde tjek betaal sodra die eiendom as verkoop verklaar is en die balans van die koopprys word tesame met rente teen 15,25% (vyftien komma twee vyf persent) per jaar op die volle koopprys binne tien (10) dae na die veiling deur 'n bank- of bouverenigingwaarborg gewaarborg, goedgekeur deur die Eiser se prokureurs.

Voorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Markstraat 35, Knysna.

Gedateer te Knysna hierdie 23ste dag van Augustus 1994.

E. A. Meyer & Martin, Eiser se Prokureurs, Hoofstraat 20, Knysna.

Case 2273/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Clive Davids**

In pursuance of a judgment dated 18 February 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, 30 September 1994 at 15:00:

Erf 1489, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 893 (eight hundred and ninety-three) square metres, situated at 33 School Street, Bethelsdorp, 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, bathroom and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT) are also payable on date of sale.

Dated on this the 29th day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 6257/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** Plaintiff, and **C. A. Chikane,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 6 October 1994 at 10:00, in front of the Magistrates Court for the District of Mitchells Plain, to the highest bidder:

Erf 8955, Guguletu, 400 (four hundred) square metres, held by Deed of Transfer T22356, situated at 28 Tambo Street, Loyoloville, Guguletu.

Dwelling under tiled roof consisting of three bedrooms, bathroom, toilet, kitchen, dining-room and lounge.

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

2. A deposit of ten per centum of the purchase price shall be paid in cash or by deposit-taking-institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 3710/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Boland Bank Beperk,** Eiser, en **David Roger Williams,** Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 7 Oktober 1994 om 11:00, by die eiendom te die perseel van Barekha Plaas, Grabouw (ongeveer 1 km vanaf Botrivier) te koop aangebied word:

Erf: Die restant van Gedeelte 21 ('n gedeelte van Gedeelte 3) van die plaas Compagnies Drift 436, in die afdeling Caledon, groot 30,6745 (dertig komma ses sewe vier vyf) hektaar, gehou kragtens Akte van Transport T70034/1990, alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

Morderne woonhuis, oop-plan eet/sitkamer en kombuis, twee slaapkamers, badkamer, gedeeltelik voltooide dubbel motorhuis, ongeveer 1 kilometer vanaf Botrivier.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Caledon, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, Tel. (0281) 2-1108.

Gedateer te Kaapstad op hierdie 29ste dag van Augustus 1994.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad (Tel.419-3622.) (Verw. J. Swart/bg.)

Case 16529/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Willem Wilfred Lewies,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 20 January 1994 and warrant of execution dated 21 February 1994 the following will be sold in execution on 11 October 1994 at 10:00, at the Court-house being:

Certain land situated at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 20734, Cape Town at Mitchells Plain, measuring 283 (two hundred and eighty-three) square metres, held under Deed of Transfer 22658 dated 26 May 1987, also known as 10 Park Road, Woodlands, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed insofar 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 twenty-two (22%) 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 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 of the auctioneer's office.

Dated at Cape Town on this the 17th day of August 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0262/103838/Mrs Liebrandt.)

Case 6844/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **L. U. Mehl,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 19 October 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 61747, measuring 893 square metres, held by the Execution Debtor under Deed of Transfer T20150/1987, dated 12 May 1987, popularly known as 57 Lyndon Crescent, Panati Estate, Lansdowne.

The property consists of brick dwelling under tiled roof consisting of lounge, kitchen, three bedrooms, bathroom, w.c. and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per centum (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1510.)

Case 6051/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **S. W. Finck,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Wednesday, 19 October 1994 at 12:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, Erf 24603, measuring 176 square metres. Held by the Execution Debtor under Deed of Transfer T55498/1991 (dated 4 September 1991), popularly known as 57 Bignonia, Lentegeur, Mitchells Plain.

The property consists of semi-detached brick dwelling under a tiled roof including approximately three bedrooms, bathroom/toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1431.)

Case 16912/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr C. J. October,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on 17 October 1994 at 09:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, being Erf 7387, measuring 184 square metres. Held by the Execution Debtor under Deed of Transfer T78164/1991 (dated 11 December 1991), popularly known as 41 Buzzard Road, Rocklands, Mitchells Plain.

The property consists of one single dwelling brick walls under tiled roof consisting of three bedrooms, toilet, bathroom, lounge and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1546.)

Case 12234/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr A. R. W. Paulsen,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on 17 October 1994 at 09:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, being Erf 16551, measuring 110 square metres. Held by the Execution Debtor under Deed of Transfer T9268/1992 (dated 18 February 1992), popularly known as 6 Silvana Close, Westridge, Mitchells Plain.

The property consists of one single dwelling brick walls under tiled roof consisting of three bedrooms, bathroom/toilet, lounge and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1521.)

Case 17187/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Miss E. M. F. Mototo,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on 17 October 1994 at 09:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, being Erf 47606, measuring 308 square metres. Held by the Execution Debtor under Deed of Transfer T55041/1991 (dated 2 September 1991), popularly known as 41 Genoa Crescent, Sea Crest, Strandfontein.

The property consists of one single dwelling brick walls under tiled roof consisting of three bedrooms, toilet, bathroom, lounge and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1537.)

Case 18090/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr C. Scheepers,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain on 19 October 1994 at 12:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, being Erf 20655, measuring 300 square metres. Held by the Execution Debtor under Deed of Transfer T44897/1987 (dated 18 September 1987), popularly known as 32 Angel Crescent, Woodlands, Mitchells Plain.

The property consists of single dwelling brick walls under tiled roof consisting of kitchen, lounge, dining-room, three bedrooms, bathroom and toilet.

The property will be sold to the highst bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1525.)

Case 34916/93

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

ABSA Bank Limited, trading as United Bank Limited *versus* **Rashied Theron** and **Gaironesa Theron**

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, 5 October 1994 at 10:00:

Erf 5828, Grassy Park, at Lotus River, in the Local Area of Grassy Park, in extent 283 (two hundred and eighty-three) square metres, held by Deed of Transfer T78354/90 and situated at 27 Gemsbok Avenue, Lotus River, 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 lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 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 this the 24th day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20702.)

Case 12508/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank Limited *versus* **William Feni** and **Mildred Feni**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River on Wednesday, 5 October 1994 at 09:00:

Erf 577, Mfuleni, in the area of the Town Council of Mfuleni, in extent 198 (one hundred and ninety-eight) square metres, held by Deed of Transfer T46445/91 and situated at 125 Church Street, Erf 577, Mfuleni Location, Blackheath, 7581.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, two bedrooms and outside w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,5% (nineteen comma five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this the 24th day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22167.)

Case 9866/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited *versus* **Ivan John Davids** and **Isabelle Davids**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River on Wednesday, 5 October 1994 at 09:00:

Erf 2816, Kleinvlei, in the Local Area of Blue Downs, in extent 572 (five hundred and seventy-two) square metres, held by Deed of Transfer T38556/91 and situated at 14 Columbus Street, Kleinvlei, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comme two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 26th day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W14502.)

Case 6645/94

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* **Christopher van Rath** and **Sylvia Jennifer Ann van Rath**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 6 October 1994 at 09:00:

Erf 3504, Kleinvlei Local Area of Blue Downs, Division of Stellenbosch, in extent 231 (two hundred and thirty-one) square metres, held by Deed of Transfer T5091/88, situated at 4 Seringa Avenue, Pine Place, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2899/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Alfred Lundile Rilityana** and **Vuyiswa Ivy Rilityana**

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 1859, Mandalay, in the Local Area of Mandalay, in extent 567 (five hundred and sixty-seven) square metres, held by Deed of Transfer T63453/93, and situated at 4 Irion Street, Mandalay, 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 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 26th day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z24535.)

Case 6992/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Bino Jan Farmer**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Wednesday, 5 October 1994 at 09:00:

Erf 1215, Hagley, in the Local Area of Blue Downs, in extent 325 (three hundred and twenty-five) square metres, held by Deed of Transfer T25392/93, and situated at 4 Excaliber Street, Blue Downs, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 26th day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z26809.)

Case 8884/94
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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,** Plainiff, and **Leonard Gilbert Yeo,** 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 1 & 2 Roslyn Court, 3 Heather Street, Claremont, on Wednesday, 19 October 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 52857, Cape Town at Claremont, in the Municipality of Cape Town, Cape Division, in extent 595 (five hundred and ninety-five) square metres, and situated at 1 & 2 Roslyn Court, 3 Heather Street, Claremont.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 165 (one hundred and sixty-five) square metre main dwelling consisting of two entrance halls, two lounges, two kitchens, six bedrooms, two bathrooms with water closets and a 35 (thirty-five) square metre outbuilding consisting of two garages.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Montague Gardens on this the 31st day of August 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorney; 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1814/4555.)

Case 1625/92

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

Nedcor Bank Limited, *versus* **Wendy Barbara Pryde**

In pursuance of a judgment dated 24 February 1993, and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 30 September 1994 at 3:00:

(a) Section 1 (one) as shown and more fully described on Sectional Plan SS80/1988, in the building or buildings known as Punta del Mar, situated at Bluewater Bay, Municipality and Division of Port Elizabeth, of which the floor area, according to the section plan is 41 (one hundred and forty-one) square metres in extent.

(b) An undivided share in the common property, situated at 24 Punta del Mar, De Mist Circle, Bluewater Bay, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under a tiled roof, consisting of three bedrooms, one and a half bathroom, lounge, dining-room, family-room, study, kitchen, garage and carport.

The conditions of sale may be inspected at the Sheriff' Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand), with a minimum of R200 (two hundred rand) plus VAT, are also payable on date of sale.

Dated on the 1st day of September 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 15854/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, *versus* **Xolile Floyed Ngcingwana**

In pursuance of a judgment dated 30 June 1994, and an attachment on 26 August 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, 30 September 1994 at 2:15:

Erf 424, kwaDwesi, in the Administrative District of Port Elizabeth, in extent 316 (three hundred and sixteen) square metres, situated at 22 Gwanci Street, kwaDwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus VAT] are also payable on date of sale.

Dated on the 31st day of August 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 4384/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Beperk,** Eiser, en **Edward Sauls,** Eerste Verweerder, en **Pauline Elena Liza Sauls,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 27 Mei 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 14 Oktober 1994 om 11:30, op die perseel te Maracaibosstraat 14, Malibu Village, Blue Downs, 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 2635, Blue Downs, in die plaaslike gebied van Blue Downs, afdeling Stellenbosch, groot 360 (driehonderd en sestig) vierkante meter, gehou kragtens Transportakte T47638/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, badkamer, toilet, sitkamer, eetkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. Gerhard le Roux, Boland Bank Eiendomsafdeling, Kruskallaan 8, Bellville. (Tel. 948-0894) en/of Die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. Gerhard le Roux, Boland Bank Eiendomsafdeling, Kruskallaan 8, Bellville (Tel. 948-0894) en/of Die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 31 Augustus 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2164.)

Saak 5111/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Saambou Bank,** Eiser, en **John Maki,** Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 29 Julie 1994, en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 29 September 1994 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 142, Ipopeng, geleë in die dorp Ipopeng, munisipaliteit Galeshewe, administratiewe distrik Kimberley, beter bekend as Kagishostraat 132, Ipeleng, Kimberley, groot 326 (driehonderd ses-en-twintig) vierkante meter.

Sonering: Woondoeleindes, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL323/1991, onderworpe aan Verbandakte BL257/1991, ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 24ste dag van Augustus 1994.

K. J. Spangenberg, vir Van der Wall & Vennote, Van de Wallgebou, Kimberley, 8301. (Verw. mnr. K. Spangenberg/cr/ZD6342.)

Saak 2239/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Christa Momberg** (voorheen Vorster), Vonnskuldenaar

Ten uitvoering van 'n vonnis en eksekusie lasbrief uitgereik in die Landdroshof, George, dateer 30 Junie 1994, sal die ondergenoemde eiendom in eksekusie verkoop word op Vrydag, 30 September om 10:00, op die plek, synde Deeltitel Eenheid (Woonstel) 11, Chris Chenkwoonstelle, groot 87 vierkante meter, geleë te Akasiestraat, George.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop sonder reserwe aan die hoogste bieder, onderhewig aan die skriftelike verkoopvoorwaardes, die Wet en reëls van die Landdroshof en volgens die bestaande titelaktevoorwaardes.

2. *Eiendom:* Tweeslaapkamerdeeltitelwoonstel met kombuis, badkamer/toilet, aparate toilet en sit/eetkamer. Ingeboude kaste en volvloermatte.

3. *Betaling:* 10% (tien persent) van die koopprys, plus afslaerskommissie van 5% (vyf persent) kontant op dag van veiling. Die balans, plus rente vanaf besit teen 16,5% (sestien komma vyf persent) per jaar tot datum van transport, verseker te word deur 'n goedgekeurde garansie gelewer te word binne veertien (14) dae. Besit op dag van veiling.

4. *Voorwaardes:* Die volledige skrifteik verkoopvoorwaardes sal afgekondig word by die veiling, en is ook tans beskikbaar vir inspeksie by die kantoor van die Balju, Wellingtonstraat 36A, en/of die ondergetekendes.

5. Verband is beskikbaar aan 'n goedgekeurde koper.

P. A. Wiggit, vir Heunis Botha & Wiggett, Prokureurs vir Vonnisskuldeiser, Yorkstraat 117, Posbus 260, George. [Tel. (0441) 74-4170.] [Telefaks. (0441) 74-3268.]

Case 1823/94

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Petrus Johannes Matthysen,** Defendant/s

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Court steps, Malmesbury, on 4 October 1994 at 10:00:

Erf 1055, Darling, in the Municipality of Darling, Division of Malmesbury, in extent 503 (five hundred and three) square metres, also known as E87 Cole Street, Darling.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under asbestos roof, four bedrooms, kitchen, lounge, TV-room, bathroom and separate toilet.

2. *Payment:* Ten per cent (10%) of the purchae 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 (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 Claremont this 19th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Case 15731/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Frans Silas**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 6 October 1994 at 09:00:

Erf 3022, Eerste River, in the local area of Blue Downs, Division of Stellenbosch, in extent 311 (threehundred and eleven) square metres, held by Deed of Transfer T47652/92, situated at 56 Gaby Street, Devon Park, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 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 25th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 7425/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Melvine Douglas Classen,** First Execution Debtor, and **Sandra Charmaine Classen,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 4 July 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder 11 October 1994 at 09:30:

Erf 6655, Brackenfell, in the Scottsdene Local Area, Stellenbosch Division, in extent 414 (four hundred and fourteen) square metres.

Street address: 63 Howard Drive, North Pine, Brackenfell.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Three bedrooms, bathroom, toilet, kitchen, lounge, dining-room and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 19 August 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 19853/94

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Richard Eric Andrews,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court, for the District of Wynberg, dated 1 July 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 6 October 1994 at 14:00:

Erf 60241, Cape Town, in the Municipality of Cape Town, Division Cape, in extent 595 (five hundred and ninety-five) square metres.

Street address: 10 De la Haye Avenue, Kenwyn.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Kitchen, four bedrooms, bathroom, w.c., lounge/dining-room and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15% (fifteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 22nd day of August 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 635/94

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Louwrence du Rand,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court, for the District of Goodwood, dated 15 February 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 4 October 1994 at 12:00:

Erf 3804, Epping Garden Village, in the Local Area of Ruyterwacht, Cape Division, in extent 453 (four hundred and fifty-three) square metres.

Street address: 20 Saldanha Street, Ruyterwacht.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Dwelling with tiled roof consisting of lounge, kitchen, three bedrooms and bathroom.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sherif of the Magistrate's Court, Epping Avenue, Elsies River.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 19th day of August 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 8203/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Desmond Charles Ferrier,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 30 July 1994, and warrant of execution dated 7 February 1994, the following will be sold in execution on 11 October 1994 at 10:00, at the Court-house being:

Certain land, situated at Retreat, in the City of Cape Town, Cape Division, being Erf 82764, Cape Town, at Retreat, measuring 508 (five hundred and eight) square metres, held under Deed of Transfer 35771, dated 15 June 1992, also known as 33 Verdi Street, Steenberg.

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: Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, dining-room, bathroom and garage.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the 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 bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 23rd day of August 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. 103106/Mrs Wentzel.)

Case 577/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Basil William Thomas de Jongh,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 13 August 1993 and warrant of execution dated 8 February 1994 the following will be sold in execution on 19 October 1994 at 10:00, at the Court-house being:

Certain land situated at Crawford in the City of Cape Town, Cape Division, being Erf 40424, Cape Town, at Crawford, measuring 625 (six hundred and twenty-five) square metres, held under Deed of Transfer 21483, dated 15 May 1981, also known as 36 Elwin Road, Crawford.

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 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: Single dwelling built of brick walls under tiled roof consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of 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 prefrent 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 bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 23rd day of August 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. 103098/Mrs Wentzel.)

Case 1647/94

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Frederick Christiaan le Roux,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Strand, dated 7 July 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 5 October 1994 at 11:00:

Erf 625, Gordons Bay, in the Municipality of Gordons Bay, Division Stellenbosch, in extent 553 (five hundred and fifty-three) square metres.

Street address: 167 Lancaster Road, Gordons Bay.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c./shower and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 4 Kleinbos Avenue, Strand.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per centum per annum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 23rd day of August 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 5257/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk,** Eiser, en **J. C Coetzee,** Eerste Verweerder, en **S. Coetzee,** Tweede Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Kuilsrivier, gedateer 24 Junie 1994, sal die onroerende goed hieronder beskryf op Vrydag, 7 Oktober 1994 om 11:45, op die perseel te Kloofstraat 83, Silveroaks, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieër:

Woonhuis met baksteenmure en geteëlde dak, bestaande uit enkelmotorhuis, drie slaapkamers, badkamer, kombuis, aparte gesinskamer en sit/eetkamer.

Erf 9492, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Stellenbosch, groot 460 (vierhonderd-en-sestig) vierkante meter, gehou kragtens Transportakte T51016/1991, ook bekend as Kloofstraat 83, Silveroaks, Kuilsrivier.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die Transportakte T51016/1991, waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys tesame met die rente daarop een 16,5% (sestien komma vyf persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Kuilsrivier.

Gedateer te Goodwood hierdie 8ste dag van Augustus 1994.

P. F. Vos, vir Visagie Vos & Vennote, Vonnisskuideise se Prokureurs, Libertassentrum 107, Goodwood. (Tel. 591-9221.) (Verw. PFV/rdw/S.6).

Case 50346/92

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

In the matter between **First National Bank of S.A. Ltd,** trading as Wesbank, Plaintiff, and **Kenneth Jeffrey Adriaanzen,** UDefendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, on 17 December 1992, and a warrant of execution the following will be sold in execution on 1 October 1994 at 10:00, at The Avalon Springs Hotel, to the highest bidder, the property being more fully described as:

Section 14 as shown and more fully described on Sectional Plan SS28/1988 in the scheme known as Avalon Springs, measuring 39 (thirty-nine) square metres, situated at The Avalon Springs Hotel, Montagu, described as an apartment consisting of bedroom, lounge, open plan kitchen, bathroom and balcony.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: No improvements reported.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale.

4. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Cape Town this 29th day of August 1994.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. DSR/nb BB 2111.)

Case 43506/93

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

In the matter between **Voltex (Pty) Ltd,** trading as Springbok Electrical, Plaintiff, and **T. N. J. Prins,** trading as Principal Electrical, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 14 December 1993, the following property Erf 3174, Grassy Park, will be sold in execution 16 Berryl Road, Grassy Park, on 27 September 1994 at 14:00, to the highest bidder:

Erf 3174, Grassy Park, in the local area of Grassy Park, Cape Division, held by Deed of Transfer T33896/1983, in extent 595 (five hundred and ninety-five) square metres, also known as 16 Berryl Road, Grassy Park.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: None.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 15,5 (fifteen comma five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court, immediately prior to the sale may be inspected at his office.

Datnow's, Attorneys for the Judgment Creditor, 4 Prestwich Street, Cape Town. (Tel. 419-7841.) (Ref. CH/RGS-2683.)

Case 13664/92

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

Nedcor Bank Limited *versus* **Rajab Jooma**

The property: 672 Matroosfontein, in the local area of Matroosfontein, Cape Division, in extent 469 square metres, situate at 16 Pearl Way, Matroosfontein.

Improvements (not guaranteed): Asbestos roof, brick walls, lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet and garage.

Date of sale: 5 October 1994 at 11:00.

Place of sale: Goodwood Magistrate's Court.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 12145/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** Plaintiff, and **Manuel Peter Davids,** First Defendant, and **Mrs Brenda Joyce Davids,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 6 October 1994 at 09:00, in front of the Magistrate's Court, for the District of Kuils River to the highest bidder:

Erf 1715, Eerste River, 344 (three hundred and forty-four) square metres, held by Deed of Transfer T688880/88, situate at 6 Lobelia Street, Devon Park, Eerste River. Three 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 centum (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital 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 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 21046/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Majk Nikola Blagojevic,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville, the following will be sold in execution on 3 October 1994 at 12:00, on Site 46, Welgelee Street, Constantia, to the highest bidder:

Erf 8771 (portion of Erf 8815) Constantia, 1 498 (one thousand four hundred and ninety-eight) square metres, held by Deed of Transfer T47956/82.

Situated at 46 Welgelee Road, Constantia.

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 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed-cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (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, Bellville.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 21046/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Majk Nikola Blagojevic,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville, the following will be sold in execution on 3 October 1994 at 10:00, on Site 14, Nemesia Close, Durbanville, to the highest bidder:

Erf 4878 (portion of Erf 425) Durbanville, 1 313 (one thousand three hundred and thirteen) square metres, held by Deed of Transfer T16284/84.

Situated at 14 Nemesia Close, Durbanville.

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 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed-cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (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, Bellville.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3228/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Johannes Lodewyk Jafta** en **Elizabeth Christina Jafta**

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 Kuils River on Thursday, 6 October 1994 at 09:00:

Erf 5633, Eerste River, in the local area of Blue Downs, in extent 344 (three hundred and forty-four) square metres, held by Deed of Transfer T62131/90 and situated at 26 Thistle Street, Stonybrook Village, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

A dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (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 the 17th day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z18211.)

Case 24040/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lyrece Nandipha Gulwa,** Defendant

In the above matter a sale will be held on Tuesday, 4 October 1994 at 10:00, at the Wynberg Magistrate's Court, Church Street, Wynberg, being:

Erf 5514, Khayelitsha, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, measuring 180 (one hundred and eighty) square metres.

Also known as Z82 Khayelitsha.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken fortwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A single brick dwelling under an asbestos roof, comprising two bedrooms, lounge, kitchen and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Wynberg and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak 193/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Daniël Edgar Brown,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 21 Oktober 1994 om 11:00, aan die hoogste bieder verkoop word:

Erf 10049, Worcester, geleë te Hoosainsingel 38, Worcester, in die munisipaliteit en afdeling Worcester, groot 585 (vyfhonderd vyf-en-tagtig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20% (twintig persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van eiser self die koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

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

Gedateer te Worcester op die 15de dag van Augustus 1994.

Conradie & Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester.

Saak 5203/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Lesley Campbell,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie, gedateer 11 Augustus 1994, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 4 Oktober 1994 om 10:00, te Erf 98, van die plaas Olifantshoogte 160, Hoekwil, distrik George.

Erf 98, van die plaas Olifantshoogte 160, Hoekwil, in die plaaslike afdeling Hoekwil, distrik George, groot 3,2293 hektaar, gehou kragtens Transportakte 14540/83.

Verbeterings: Een dubbelverdiepingwoonhuis bestaande uit vier slaapkamers, kombuis, sitkamer, familiekamer, twee en 'n half badkamers, eetkamer, studeerkamer, twee motorhuise en twee motorafdakke.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 19,25% (negentien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 31ste dag van Augustus 1994.

R. Engelbrecht, vir Raubenheimers Ingelyf, Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 337/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape Provincial Division)

In the matter between **Standard Bank Financial Nominees (Pty) Ltd,** Plaintiff, and **Amsay Property Holdings CC,** First Defendant, and **Amien, Enver,** Third Defendant

1. The undermentioned property will be sold on 3 October 1994 at 10:00, at corner of Colorado Road and Washington Drive, Colorado Park, Mitchells Plain, Cape Town, in execution of a judgment obtained in the above matter on 13 April 1994:

Erf 28287, situated in the Town and District of Mitchells Plain, measuring 634 (six hundred and thirty-four) square metres, held by Deed of Transfer T44304/1988 and situated at corner of Colorado Road and Washington Drive, Colorado Park, Mitchells Plain, Cape Town (the property).

2. The improvements to the property consist of the following although nothing is guaranteed:

A supermarket of 634 square metres comprising a single storey building with reinforced concrete framework with facebrick infill under an IBR roof. Shopfronts are of aluminium and plate glass. The supermarket is of open plan design and includes a parcel kiosk, small office, storage area, kitchenette and ablutions. There is on-site parking.

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

4. The conditions of sale may be inspected at the office of the Sheriff, Rocklands Medical Centre, 52 Park Avenue, Rocklands, Mitchells Plain, during normal office hours.

Dated at Cape Town on the 2nd day of September 1994.

Findlay & Tait, Plaintiff's Attorneys, S.A. Reserve Bank Building, 30 Hout Street, Cape Town. [Tel. (021) 24-7015.] (Ref. G. Rushton 40327.)

Saak 17988/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Discount Carpet Sales CC,** Eksekusieskuldeiser, en **Mnr. P. Compaan,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 10 Augustus 1993, en daaropvolgende lasbrief vir eksekusie gedateer 25 Augustus 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 30 September 1994 om 09:00, te Bostonstraat 21, Boston, Bellville:

1. Erf 8391, Bellville, in die munisipaliteit Bellville, afdeling Kaap, groot 517 vierkante meter, gehou kragtens Transportakte T66740/92, bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer en toilet, garage, bediendekwartier met stort en toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

2. Erf 8392, Bellville, in die munisipaliteit Bellville, afdeling Kaap, groot 515 vierkante meter, gehou kragtens Transportakte T66741/92, bestaande uit dubbelmotorhuis, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet tien persent (10%) van die koopprys in kontant op die dag van die verkoping aan die Balju van die Landdroshof betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Balju, Landdroshof, Northumberlandweg, Bellville, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Geteken te Bellville hierdie 11de dag van Augustus 1994.

Du Preez Van der Merwe & Kie., Prokureurs vir Eksekusieskuldeiser, Prospect Place 103, Durbanweg 132, Bellville, 7530. (Verw. DuPvdM/vs/D.32.)

Cae 17031/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **P. J. Busch,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday 17 October 1994 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 40026, measuring 300 square metres, held by the Execution Debtor under Deed of Transfer T40771/1991 (dated 5 July 1991), popularly known as 2 Dunkirk Road, Strandfontein, Mitchells Plain.

The property consists of dwelling consisting of three bedrooms, lounge, kitchen, bathroom/toilet and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay: (a) Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wates costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge, Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1355.)

Case 17465/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **C. Jansen,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, on Monday, 17 October 1994 at 09:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 6684, measuring 171 square metres, held by the Execution Debtor under Deed of Transfer T2662/1991 (dated 17 January 1991), popularly known as 27 Farrier Street, Westridge, Mitchells Plain.

The property consists of single dwelling consisting of three bedrooms, bathroom, toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per centum (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property agaist damage by fire; (c) be liable on cancellation in case of default for damages includig wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1588.)

Case 20511/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **S. P. Horne,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 17 October 1994 at 09:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 16268, measuring 208 square metres, held by the Execution Debtor, under Deed of Transfer T24693/1990 (dated 3 May 1990), popularly known as 1 Amsterdam Way, Portlands, Mitchells Plain.

The property consists of dwelling of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen and bathroom/ toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per centum (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1599.)

Saak 5484/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

Suid-Afrikaanse Sentrale Koöperatiewe Graanmaatskappy Beperk, Eksekusieskuldeiser, *versus* **H. J. de Villiers,** handeldrywende Panorama Bakkery, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op 3 Oktober 1994 om 11:00, by die perseel te Sesde Laan 149, Kraaifontein:

Erf 6037, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 892 vierkante meter, gehou kragtens Transportakte T62221/1989, geleë te Sesde Laan 149, Kraaifontein.

Die volgende inligting word verskaf betreffende die eiendom, maar niks word gewaarborg nie: Daar word gemeld 'n woonhuis op die eiendom te wees bestaande uit 'n sitkamer, eetkamer, kombuis en waskamer, drie slaapkamers en 'n badkamer asook 'n woonstel met badkamer, toilet en motorhuis.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, No. 32 van 1944, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom. Die eiendom sal onderworpe aan die voorafgaande aan die hoogste bieër en voetstoots verkoop word.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant of bankgewaarborgde tjek aan die Balju vir die Landdroshof ten tyde van die ondertekening van die verkoopvoorwaardes en die volle saldo daarvan is betaalbaar in kontant teen registrasie van die oordrag tesame met rente daarop teen die rentekoers soos voorgeskryf in die Wet op Voorgeskrewe Rentekoerse, Wet No. 55 van 1975, op die vonnisskuld of teen die rentekoers betaalbaar deur die Eksekusieskuldenaar (en ingeval daar enige voorkeurskuldeiser is, dan ook rente op sodanige voorkeurskuldeiser se vordering), watter een ookal die hoogste is, op datum van hierdie verkoping tot die datum van registrasie van oordrag in die naam van die koper en waar van toepassing bereken in terme van die relevante verband/e wat ten gunste van die Eksekusieskuldeiser deur die Eksekusieskuldenaar gepasseer is. Indien die balans van die koopprys die uitstaande bedrae wat aan die Eksekusieskuldeiser in terme van die vonnisskuld, oorskry, dan sal die koper rente betaal soos bo gemeld op die balans van die koopprys in plaas van op die vonnisskuld.

Die koper moet binne 14 dae na datum van hierdie verkoping 'n goedgekeurde bank- of bougenootskapwaarborg aan die Eksekusieskuldeiser se aktebesorgers lewer welke waarborg die balans van die koopprys verseker.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju vir die Landdroshof, Bellville/Kuilsrivier.

Gedateer te Kaapstad hierdie 16de dag van Augustus 1994.

Van der Spuy & Vennote, Prokureurs vir Eksekusieskuldeiser, Boland Bankgebou, Laer Burgstraat, Kaapstad. (Verw. INV/mev. Stewart.)

SALE IN EXECUTION

Nedcor Bank Limited *vs* **Mogamat Yusuf Benjamin,** married in community of property to **Ashra Benjamin**

Wynberg Case No. 35321/92

The property: 61928, Cape Town, at Lansdowne, in the Municipality of Cape Town, Cape Division, in extent 496 square metres, subject to a life usufruct in favour of **L. V.** and **S. L. Robinson,** situate at 13 Swiss Road, Lansdowne.

Improvements (not guaranteed): Brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom and w.c. and garage.

Date of sale: 3 October 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 6676/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.,** Vonnisskuldeiser, en **Hendrik Jones van der Merwe,** Eerste Vonnisskuldenaar, en **Magdaline Dinah Sophia van der Merwe,** Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 4 Oktober 1994 om 10:30, te Kearnsstraat 7, Paarl:

Restant van Erf 5956, Paarl, in die munisipaliteit en afdeling Paarl, groot 575 (vyfhonderd vyf-en-sewentig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T8778/1993, ten opsigte van een halwe aandeel, en kragtens Transportakte T8779/1993 ten opsigte van die ander halwe aandeel en geleë te Kearnsstraat 7, Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis en een en 'n half badkamer.

Veilingvoorwaardes:

Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings 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 afslaen van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende B.T.W.

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 16de dag van September 1994.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 4840/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk,** Vonnisskuldeiser, en **Hesham Neamatullah Abrahams,** Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 4 Oktober 1994 om 10:00, te Albertweg 42, Huguenot, Paarl:

Erf 11654, Paarl, in die munisipaliteit en afdeling Paarl, groot 620 (seshonderd-en-twintig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T25175/1975, en geleë te Albertweg 42, Huguenot, Paarl, onderworpe aan die veiling-voorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Woonhuis bestaande uit 'n voorportaal, stoep, sitkamer, eetkamer, televisiekamer, drie slaapkamers, een en 'n halwe badkamer, kombuis en 'n afdak en prieel.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hiedie 16de dag van September 1994.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 1033/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.,** Vonnisskuldeiser, en **Denise Arries,** Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros, Wellington, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Woensdag, 5 Oktober 1994 om 10:00, te Springbokweg 74, Weltevrede, Wellington:

Erf 8476, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 308 (drie honderd en agt) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T6118/1993, en geleë te Springbokweg 74, Weltevrede, Wellington, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Teeldakwoonhuis met steenmure bestaande uit twee slaapkamers, 'n kombuis, 'n sitkamer en badkamer.

Gedateer te Paarl hierdie 16de dag van September 1994.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

2. Die volle koopprys is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

24 Augustus 1994.

Van Wyk, Gaum, Fouchee Ing., Hoofstraat 345, Paarl.

Case 7193/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Plaintiff, and **Kenneth John Cupido,** First Defendant, and **Desiree Anne Cupido,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 29 July 1994 the undermentioned property will be sold in execution at the premises on Wednesday, 5 October 1994 at 11:30:

Erf 2365, Gaylee, in the local area of Blue Downs, Division of Stellenbosch, measuring 279 (two hundred and seventy-nine) square metres, held by Deed of Transfer T7253/90, comprising of lounge, three bedrooms, bathroom, toilet and kitchen; and known as 17 Samelia Road, Dennemere.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of 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.

Case 14991/94

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **James John Boshoff,** Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 20 May 1994, the undermentioned property will be sold in execution at the premises on Tuesday, 4 October 1994 at 11:30:

Erf 4331, Parow, in the Municipality of Parow, Cape Division, measuring 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T24029/87, comprising of double storey under tiled roof, lounge, dining-room, three bedrooms, bathroom and kitchen; and known as 23 Kitchener 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 per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank-guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 18th day of August 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 7195/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** Plaintiff, and **Alex Lewis,** First Defendant, and **Etheldine Jacqueline Lewis,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 29 July 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 5 October 1994 at 12:15:

Erf 3759, Eerste River, in the Local Area of Blue Downs, Division Stellenbosch, measuring 351 (three hundred and fifty-one) square metres, held by Deed of Transfer T19510/94, comprising of building under tiled roof, lounge, three bedrooms, bathroom and kitchen, and known as 47 Kannabast Street, Beverley Park, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:*

The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

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

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 11159/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **John Lloyd Inkin,** Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 3 June 1994, the property listed hereunder will be sold in execution on Friday, 30 September 1994 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 297, Charlo, in the Municipality and Division of Port Elizabeth, measuring 818 (eight hundred and eighteen) square metres, situated at 5 Luke Avenue, Springfield, Port Elizabeth.

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

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case 2646/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Marlan Morgan King** and **Brenda King**

The following property will be sold in execution at the site of the property, 45 Cook Street, Goodwood, Western Cape, on Wednesday, 12 October 1994 at 12:00, to the highest bidder:

Erf 6100, Goodwood, in extent 495 (four hundred and ninety-five) square metres, held by T67333/1992, situated at 45 Cook Street, Goodwood, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/toilet and toilet. Garage, store-room and swimming-pool.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0125/103597/gl.)

Case 4652/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Strinivasa Jaggiah Naidoo**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 12 October 1994 at 10:00, to the highest bidder:

Remainder of Erf 35256, Cape Town, at Athlone, in extent 597 square metres, held by T30795/1990, situate at 18 Hazel Road, Rylands Estate, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee 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. D1U1731/104525/gl.)

Case 15132/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Hendrik Herman Frederik Welleman**

The following property will be sold in execution at the site of the property, 16 Alphen Road, Table View, Western Cape, on Tuesday, 4 October 1994 at 14:00, to the highest bidder:

Erf 15347, Milnerton, in extent 841 square metres, held by T38392/1991, situate at 16 Alphen Road, Table View, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining area, kitchen, three bedrooms, two bathrooms/shower/toilets and double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of this 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. D2U0331/102711/gl.)

Case 4659/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Abraham Charles Simmers** and **Sarah Simmers**

The following property will be sold in execution at the site of the property, 1 Gonzalves Street, Cloetesville, Stellenbosch, Western Cape, on Tuesday, 11 October 1994 at 09:30, to the highest bidder:

Erf 7780, Stellenbosch, in extent 198 square metres, held by T22883/1985, situate at 1 Gonzalves Street, Cloetesville, Stellenbosch, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0679/gl.)

Case 2699/94

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

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Richard Jackson Maunder,** Defendant

In pursuance of a judgment of the Magistrate's Court of Goodwood and writ of execution dated 22 April 1994, the property listed hereunder, and commonly known as 31 Palm Crescent, Palm Park, Goodwood, will be sold in execution at the premises on Monday, 3 October 1994 at 11:00, to the highest bidder:

Erf 31911, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 502 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet, garage and swimming-pool.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood, Epping Avenue, Elsie's River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 5th day of August 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1669.)

Saak 4978/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Saambou Bank,** Eiser, en **V. G. S. Pieterse,** Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 29 Julie 1994 en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 29 September 1994 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak naamlik:

Seker Erf 12334, Kimberley, geleë in die munisipaliteit van Kimberley, beter bekend as Rivertonweg 8, Kimberley, groot seshonderd en twintig (620) vierkante meter, sonering woondoeleindes, gehou kragtens Transportakte T1131/1972 gedateer 14 September 1988. Onderworpe aan Verbandakte B1422/1988 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter isae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 24ste dag van Augustus 1994.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Case 17974/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **C. F. Lawrence,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 17 October 1994 at 09:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 29204, measuring 136 square metres, held by the Execution Debtor under Deed of Transfer T60423/1990 (dated 8 October 1990), popularly known as 35 Mountain Street, Tafelsig, Mitchells Plain.

The property consists of semi-detached maisonette under asbestos roof, consisting of three bedrooms, toilet/bathroom, lounge, and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per centum (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1493.)

Case 13120/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Present Tafel** and **Marie Magrieta Tafel**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Wednesday, 5 October 1994 at 09:00:

Erf 3069, Kleinvlei, in the Local Area of Blue Downs, in extent 384 (three hundred and eighty-four) square metres, held by Deed of Transfer T40032/92 and situated at 8 Da Gama Street, Kleinvlei, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, 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 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 23rd day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22441.)

Case 29616/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Peter Jeffrey Lombard** and **Emerald Ester Lombard**

The following property will be sold in execution at the site of the property, 6 Springbok Street, Parow Valley, Western Cape, on Wednesday, 12 October 1994 at 09:30, to the highest bidder:

Erf 10339, Parow, in extent 595 square metres, held by T41696/1993, situated at 6 Springbok Street, Parow Valley, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, kitchen, laundry, two bedrooms, shower/toilet, bathroom/shower, toilet and two garages.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0644/104485/gl.)

Case 12630/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Julian Classen**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 11 October 1994 at 11:00, to the highest bidder:

Erf 1912, Matroosfontein, in extent 483 square metres, held by T78421/1991, situated at 7 First Avenue, Bishop Lavis, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, four bedrooms, bathroom/toilet, toilet and double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to 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. D2U1430/103354/gl.)

Case 3228/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Johannes Lodewyk Jafta,** and **Elizabeth Christina Jafta**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Thursday, 6 October 1994 at 09:00:

Erf 5633, Eerste River, in the Local Area of Blue Downs, in extent 344 (three hundred and forty-four) square metres, held by Deed of Transfer T62131/90 and situate at 26 Thistle Street, Stonybrook Village, Eerste River, 7100:

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 17th day of August 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z18211.)

Case 2196/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **A. Fillies,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 17 October 1994 at 09:00, viz:

Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 26726, measuring 240 square metres, held by the Execution Debtor under Deed of Transfer T19700/1989 (dated 12 May 1989), popularly known as 23 Luiperd Crescent, Eastridge, Mitchells Plain.

The property consists of dwelling of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per centum (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1456.)

Saak 27230/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Janley Properties BK,** Eiser, en **H. A. J. Wasmuth,** Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Bellville, gedateer 16 Februarie 1993, sal die hiernabeskrewe vaste eiendom op Vrydag, 30 September 1994 om 10:45, op die perseel te Wallaby Walk 4, Kraaifontein, per publieke veiling in eksekusie verkoop word aan die hoogste bieër sonder reserwe:

Erf 7329, Kraaifontein, in die munisipaliteit van Kraaifontein, afdeling Paarl, groot 497 (vier nege sewe) vierkante meter, gehou kragtens Transportakte T45753/91.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een-tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 15,5% (vyftien komma vyf persent) of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte 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 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 kantore van die Balju, Bellville en/of die kantore van Smit Kruger & Potgieter, Wellingtonweg 32, Durbanville.

Gedateer te Durbanville hierdie dag van 1994.

A. D. Kruger, vir Smit Kruger en Potgieter, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (DX 6 Bellville.)

Saak 61/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Beperk,** Vonnisskuldeiser, en **Die Meesters Verteenwoordiger** in boedel wyle **Jacobus Pickard (9343/91),** Vonnisskuldenaar

Die volgende onroerende eiendom sal in eksekuie verkoop word op 7 Oktober 1994 om 12:00, te Oesterstraat 24, Diazville, Saldanha, naamlik:

Erf 6177, Saldanha, geleë in die munisipaliteit Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 281 (tweehonderd een-en-tagtig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T66276/88, en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg): Drie slaapkamerwoonhuis met kombuis, sitkamer, eetkamer, badkamer en enkelmotorhuis.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshof, No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalings van Wet No. 3 van 1966, en Wet No. 36 van 1966.

2. Een-tiende $\frac{1}{10}$ van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van 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.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. (Tel. 02281-42244.)

Case 28611/93

IN THE SURPEME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** trading *inter alia* as Nedfin Bank, Plaintiff, and **Johnstone-Robertson TV News,** trading as JR TV, 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 33 Bad Street, Montagu, on Tuesday, 4 October 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, 19 Waterkant Street, Bonnievale, prior to the sale:

Certain Erf 355, Montagu, in the Municipality and Division of Montagu, area 1 071 (one thousand and seventy-one) square metres. *Situation:* 33 Bad Street, Montagu.

Improvements (not guaranteed): A concrete wine cellar under corrugated iron roof.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. [Tel. (011) 792-5242.] (Ref. Mr P. le Mottee/NB193.)

Case 4958/94

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* **Caira Developments CC**

The following property will be sold in execution by public auction held at Units 7 and 8, Montigo Park, Marconi Road, Montague Gardens, to the highest bidder on 6 October 1994 at 14:00:

Erf 1611, Montague Gardens, in the Municipality of Milnerton, Division Cape, in extent 1,0117 (one comma nough one one seven) hectares, held by Deed of Transfer T8347/90, situated at Units 7 and 8, Montigo Park, Marconi Road, Montague Gardens.

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: Two attached units out of 17 mini factories serving as a single dance studio.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this the 2nd day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 16391/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Cecily Grace Smit**

The following property will be sold in execution by public auction held at 14 Illovo Beach Road, Three Anchor Bay, to the highest bidder on 6 October 1994 at 10:00:

Unit comprising section 15 and its undivided share in the common property in the Illovo Sectional Title Scheme, in extent 59 (fifty-nine) square metres, held by Deed of Transfer ST16020/93, situated at 14 Illovo Beach Road, Three Anchor Bay.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A flat consisting of kitchen, bedroom/sitter and bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 2nd day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 16568/94

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

In the matter between **N.B.S. Bank Ltd,** Plaintiff, and **Johannes Stephanus Cilliers,** First Defendant, and **Johanna Maria Elizabeth Cilliers,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 10 August 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 12 October 1994 at 11:30:

Erf 3101, Bellville, in the Municipality of Bellville, Cape Division, measuring 803 (eight hundred and three) square metres, held by Deed of Transfer T3268/94, comprising of lounge, dining-room, three bedrooms, bathroom, kitchen, servant's room and single garage, and known as 30 Suikerbos Street, Blomtuin, Bellville.

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 1st day of September 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Street, Parow.

Case 9630/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Alwyn Peter Matthysen,** First Execution Debtor, and **Catherine Matthysen,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court, Mitchells Plain, in the above matter, a sale will be held on Friday, 30 September 1994 at 10:00, in front of the Mitchells Plain Magistrate's Court-house:

Erf 83, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, situated at 15 Sacramento Road, Colorado, Mitchells Plain, measuring three hundred and sixty (360) square metres, held by Title Deed T52152/89 dated 11 November 1989.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Mitchells Plain.

Dated at Cape Town on this the 31st day of August 1994.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25855.)

Case 38496/90

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

In the matter between **United Bank,** Judgment Creditor, and **Miss K. Petersen,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 16 November 1990, and warrant of execution dated 17 June 1993, the following will be sold in execution on 13 October 1994 at 10:00, at the site being:

Certain land situated at Athlone in the City of Cape Town, Cape Division, being Erf 103788, Cape Town, at Athlone, measuring 459 square metres, held under Deed of Transfer T36790 dated 1981, also known as 15 Saturn Road, Surrey Estate, Athlone.

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 this 19th day of August 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. 101560/Mrs Greeff.)

Case 10104/94

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

In the matter between **First National Bank of SA Limited,** Plaintiff, and **F. J. Cleophas,** Defendant

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 26 May 1994, and a warrant of execution dated 7 June 1994, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site to the highest bidder on 12 October 1994 at 12:00:

Erf 112416, Cape Town, at Diep River, in the Municipality of Cape Town, Cape Division, more commonly known as 1 John Laguma Road, Diep River, Cape, in extent 659 (six hundred and fifty-nine) square metres.

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. The following information is furnished but not guaranteed: Single dwelling, built of brick walls under tile roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and double door garage.

3. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer and secured within fourteen (14) days after the date of the sale by a bank or building society guarantee.

4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg.

A. G. Butler, for Dommisse & Butler, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

Case 4697/93

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

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Judgment Creditor, and **George Martin,** married in community of property to **Magda Martin,** Judgment Debtor

In pursuance of judgment granted on 10 December 1993, in the Strand Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 5 October 1994 at 10:00, at the Magistrate's Court, Strand, to the highest bidder:

Description: Erf 14446, Strand, in the Municipality of Strand, Division of Stellenbosch, in extent 267 (two hundred and sixty-seven) square metres.

Physical address: 13 Sercor Drive, Sercor, Strand.

Improvements: With a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T28722/91.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written conformation 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 purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Kleinbos Avenue, Strand.

Dated at Somerset West this 31st day of August 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Saak 12416/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk,** Eiser, en **Pieter Bernardus Truter,** Verweerder

Die eiendom wat te koop aangebied sal word op 28 September 1994 om 11:00, by die persele word beskrywe as:

1. Restant Erf 43, Van Rooyensrus, in die plaaslike gebied Van Rooyensrus, afdeling George, groot 2,7981 hektaar, gehou kragtens Transportakte T49230/86.

2. Erf 85, Van Rooyensrus, in die plaaslike gebied Van Rooyensrus, afdeling George, groot 5 854 vierkante meter, gehou kragtens Transportakte T49230/86.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

Beide bogemelde erwe is naasliggend met 'n gronddam wat gedeeltes van beide erwe beslaan. Beide erwe is ook nie langs die serwituutsloot geleë nie en is daar ook geen waterbeurte nie.

3. Restant Erf 61, Van Rooyensrus, in die plaaslike gebied Van Rooyensrus, afdeling George, groot 4 631 vierkante meter, gehou kragtens Transportakte T75310/88.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf:

Bogemelde erf is 'n klein onverbeterde erf en het geen toegang, behalwe oor die eiendom van L. Barkhuizen, en is ook nie langs die serwituutsloot geleë nie. Daar is ook geen dam daarop nie.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju van die Hooggeregshof, George, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om hy die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, Tel. (0441) 73-5555.

Gedateer te Kaapstad op hierdie 6de dag van September 1994.

Van der Spuy & Vennote, Prokureurs vir Eiser, per Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Verw. J. N. Swart/bg.); Posbus 1701, Kaapstad. (Tel. 419-3622.)

Saak 912/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Federated Timbers (Edms.) Bpk.,** Vonnisskuldeiser, en **mnr. J. A. Immelman,** Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 7 Julie 1994, en 'n lasbrief vir eksekusie uitgereik op 18 Julie 1994, sal die eiendom bekend as Erf 3731, Kleinmond, geleë in die munisipaliteit Kleinmond, afdeling Caledon, geleë te Vierde Laan 168, Kleinmond, groot 595 vierkante meter, gehou kragtens Transportakte T69981/93, in eksekusie verkoop word op 5 Oktober 1994 om 11:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Hermanus, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag beteken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die Vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eienom is, maar niks word in hierdie opsig gewaarborg nie: 'n Woonhuis met buitegeboue.

Gedateer te Hermanus op hierdie 1ste dag van September 1994.

L. B. Vorster, vir Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

Case 1901/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Robert Maxwell le Roux,** First Plaintiff, and **Diane le Roux,** Second Plaintiff, and **Deon le Roux,** Defendant

In pursuance of a judgment of the above Honourable Court dated 10 August 1994, and the warrant of execution dated 11 August 1994, the following property will be sold, voetstoots, in execution, subject to a reserve of R125 000,00 (one hundred and twenty-five thousand rand), to the highest bidder on 30 September 1994 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1498, Newton Park, in the Administrative District of Port Elizabeth, measuring 1 606 square metres, held by the Defendant under Title Deed T75994/1990, situated at 36 Mangold Street, Newton Park, Port Elizabeth.

The following improvements on the property are reported, though in this regard nothing is guaranteed:

Brick under tile dwelling consisting of entrance hall to lounge, separate open-plan dining-room, large kitchen, family room, rear entertainment lounge, three double bedrooms, two en suites, full bathroom, braai entertainment area and pool, garage with servants' quarters, two basement offices with separate entrance and large drive with ample parking.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 1st day of September 1994.

Heggie & Hartle, Ground Floor, H. Lewis Trafalgar House, corner of Clyde and Lawrence Streets, Central, Port Elizabeth. (Ref. D. J. Heggie/548.)

Saak 14751/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Stephanus Majoor,** getroud binne gemeenskap van goedere met **Pascalina Theresa Majoor,** Verweerders

Geliewe kennis te neem dat ingevolge 'n vonnis toegestaan deur die Landdroshof, Kuilsrivier, op 20 Desember 1993, en 'n lasbrief vir eksekusie, die hiernavermelde eiendom in eksekusie verkoop sal word aan die hoogste bieder op 28 September 1994 om 12:15, te Lynettestraat 23, Brentwood Park, Blue Downs:

Erf 5858, Blue Downs, geleë in die plaaslike gebied Blue Downs, afdeling Stellenbosch, groot 267 (tweehonderd sewe-en-sestig) vierkante meter, ook bekend as Lynettestraat 23, Brentwood Park, Blue Downs.

Verkoopvoorwaardes: Die eiendom sal, sonder voorbehoud, verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die terme en voorwaardes van die Wet op Landdroshowe, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) aan die Balju vir die Landdroshof, onmiddellik by ondertekening van die verkoopvoorwaardes, en die balans by wyse van kontant of 'n bankgewaarborgde tjek teen registrasie.

Dit word beweer dat die volgende verbeterings op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Een woonhuis.

Die verkoopvoorwaardes sal uitgelees word voor die verkoping en kan nagegaan word by die kantoor van die Balju vir die Landdroshof, Kuilsrivier.

Gedateer te Strand hierdie 16de dag van Augustus 1994.

O. J. Olivier, vir Morkel Olivier P. du Toit, Hoofweg 114, Strand.

Case 189/94

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

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Ricardo Deslin Joan,** First Execution Debtor, and **Crystal Ruby Phillipa Joan,** Second Execution Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Grabouw, dated 1 June 1994, and a warrant of execution, the following property will be sold in execution on Wednesday, 12 October 1994 at 11:00, at the premises namely Erf 1417, Grabouw, situated in the Municipality of Grabouw, Division of Caledon, measuring 300 (three hundred) square metres, or also known as 9 Nutmeg Street, Pine View, Grabouw, and held by Deed of Transfer T91112/93.

The property shall be sold to the highest bidder, without reserve and the sale will be subject to the provisions of the Magistrate's Court as amended and the rules made thereunder. The purchase price will be payable as follows:

(a) One tenth of the purchase price in cash or by means of bank marked cheque to the Sheriff of the Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

(b) The balance of the purchase price to be paid in cash 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 Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these conditions of sale.

(c) In addition, the purchaser shall pay interest to the present bondholder, namely, Saambou Bank Limited, at the current rate of interest calculated on the balance owing under the mortgage bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, 26 Mill Street, Caledon.

Dated at Somerset West on the 7th day of September 1994.

Ettiene Barnard, Attorney for Judgment Creditor, 17 St James Street, Somerset West; P.O. Box 111, Somerset West, 7129. [Tel. (024) 51-2340/1.]

Saak 4588/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Gopolang Nicholas Thupane,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 11 Maart 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor Kimberley, op Donderdag, 6 Oktober 1994 om 10:00:

Sekere Erf 3, Galeshewe, geleë in die dorpsgebied Galeshewe-uitbreiding 4, in die munisipaliteit Galeshewe, in die administratiewe distrik Kimberley, groot 398 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL4/1988, ook bekend as Tyalastraat 1502, Galeshewe, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met twee slaapkamers, kombuis en sitkamer, maar niks word gewaarborg nie.

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 6104/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **David Oliphant,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 9 Augustus 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 6 Oktober 1994 om 10:00:

Sekere Erf 17449, Kimberley, geleë in Kimberley-dorpsgebied-uitbreiding 42, in die munisipaliteit en administratiewe distrik Kimberley, groot 328 vierkante meter, gehou kragtens Akte van Transport T1069/85, ook bekend as Chrysanthenumstraat 25, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met twee slaapkamers, badkamer, kombuis en sitkamer, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 2056/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **G & T Properties CC,** Defendant

In execution of a judgment granted in the above Court on 19 July 1994, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on Friday, 30 September 1994 at 10:00:

Erf 2089, Grahamstown, in the Municipality and Division of Albany, measuring 6 535 square metres, held under Deed of Transfer T31788/82.

The property is situated at 22A African Street, Grahamstown, and is a dwelling-house, brick under asbestos, consisting of four/five bedrooms, kitchen, bathroom and a carport. There is also a cottage consisting of two bedrooms, kitchen and bathroom. The property is fenced.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes 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 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 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. (Ref. Mr Laing.)

Case 15035/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **M. A. J. Joseph,** Plaintiff, and **C. H. Abrahams,** Defendant

In execution of a judgment of the Magistrate's Court for the District of Mitchells Plain, in the above matter, a sale will be held at 3 Koffiepeer Street, Eastridge, Mitchells Plain, on Monday, 26 September 1994 at 11:00, of the undermentioned unmovable property beloging to the Defendant:

Erf 34029, Mitchells Plain, situated at 3 Koffiepeer Street, Eastridge, Mitchells Plain.

Material conditions of sale: The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

The full and complete conditions of sale will be announced by the Sheriff of the Magistrates' Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18% (eighteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town this 6th day of September 1994.

B. L. Stephens, for Norman Wink & Stephens, Ninth Floor, Church Square House, Church Square, Cape Town.

Case 6053/92

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

In the matter between **Cape of Good Hope Bank,** Execution Creditor, and **Charles Isaac Manuel,** First Execution Debtor, and **Francina Berendina Manuel,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court, for the District of Goodwood, dated 28 September 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 12 October 1994 at 11:00:

Erf 11643, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent 684 (six hundred and eighty-four) square metres.

Street address: 5 27th Avenue, Elsie's River.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Dwelling with asbestos roof and concrete walls, lounge, kitchen, three bedrooms, bathroom, separate toilet, servant's room and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or autioneer imediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsie's River.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,5% (fifteen comma five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 2nd day of September 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 454/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Victoria Girls' High School,** Plaintiff, and **Jacob Johannes Jonker,** Defendant

In pursuance of a judgment of the Magistrate's Court, for the District of Albany, granted on 21 April 1994, and attachment dated 15 July 1994, the following immovable property of the Defendant will be sold at 1 De Villiers Close, Grahamstown, by public auction on Friday, 30 September 1994 at 11:00:

Erf 6678, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 814 (eight hundred and fourteen) square metres, held by Deed of Transfer T38136/92.

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 Magistrate's 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.

Dated at Grahamstown this 3rd day of September 1994.

Whitesides, Plaintiff's Attorneys, 115 High Street, Grahamstown. (Ref. Mr Douglas.)

Case 4830/92

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Ella-Marie Groenewald,** Defendant

The following property will be sold in execution by public auction held at 23 Seewier Street, Struisbaai, to the highest bidder on Thursday, 30 September 1994 at 13:00:

Erf 528, Struisbaai, in the Local Area of Struisbaai, Division Bredasdorp, in extent 872 square metres, held by Deed of Transfer T24790/81, situated at 23 Seewier Street, Struisbaai.

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, 57 Church Street, Bredasdorp.

2. The following information is furnished but not guaranteed: A dwelling built of brick walls under a tiled roof.

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 1st day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 746/94

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Alan Laws,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Simon's Town, dated 18 July 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 12 October 1994 at 16:00:

Erf 15049, Fish Hoek, situated in the Municipality of Fish Hoek, Cape Division, in extent 657 (six hundred and fifty-seven) square metres, street address 8 Jay Road, Sunnydale, Fish Hoek.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 131 St George's Street, Simon's Town.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15% (fifteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 2nd day of September 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Sandard Bank Building, Kruskal Avenue, Bellville.

NATAL

Case 20908/94

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 **Maytom Trading (Pty) Ltd,** Defendant

In pursuance of a judgment granted on 22 April 1994, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 7 of Lot 350, Springfield, situated in the City of Durban, Administrative District of Natal, in extent 464 square metres.

Address: 84 Crocus Road, Springfield, Durban.

Improvements: Brick/tile house consisting of kitchen, four bedrooms carpeted, lounge carpeted, dining-room carpeted, toilet/bath with wash basin, toilet/shower with wash basin (yard fully fenced - precast).

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011341.)

Case 4081/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mahomed Ismail Asmal,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 20 July 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 30 September 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

Subdivision 2 of Lot 6478, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 524 (four thousand five hundred and twenty-four) square metres, which property is physically situated at Recreation Road, Pinetown, 3600, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T9348/85.

Improvements: Without constituting a warranty of any nature, the property is vacant land.

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) 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 16% (sixteen per centum) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 24th day of August 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/017566/A332/Mrs Chetty.)

Case 3792/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Messrs Double F. Investments CC,** CK91/15128/23, First Defendant, **Mr Sookramanian Govender,** Second Defendant, and **Mr Gavin Fred Bosse,** Third Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 27 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1 at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 30 September 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 386, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 267 (two hundred and sixty-seven) square metres, which property is physically situated at 12 Fiddlewood Crescent, Woodview, Phoenix, 4068, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T6116/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) 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 15,25% (fifteen comma two five per centum) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 24th day of August 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/016/034604/Mrs Chetty.)

Case 5766/94

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Gary Richard Lennon,** First Execution Debtor, and **Theressa Yvette Lennon,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 26 May 1994, the following immovable property will be sold in execution on 30 September 1994 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown, to the highest bidder:

Subdivision 133 (of 23) of the farm Uikomst and Doornrug 852, situated in the Port-Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent nine comma two three three two (9,2332) hectares; situated at 157 District Road, Cato Ridge.

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 four bedrooms, two bathrooms, kitchen, lounge, dining-room, two family rooms, two garages and servants' quarters.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 5 Bishop Street, Camperdown, 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, 5 Bishop Street, Camperdown, 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. (Ref. G388.)

Case 1496/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Abdool Kader Dawood,** 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 Newcastle, on the steps of the Magistrate's Court, Murchison Street, Newcastle, Natal, on Friday, 30 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 Second Floor, Volkskas Building, Voortrekker Street, Newcastle, Natal, namely:

Remainder of Lot 35, Newcastle, situated in the Borough of Newcastle, Administrative District of Natal, measuring six hundred and seventy-five (675) square metres, which property is physically situated at 12 St Dominic Paradise, Newcastle, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T16405/1990.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms and a toilet. There is an outbuilding consisting of a carport.

Zoning: The property is zoned for single residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price together with Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 22nd day of August 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 15977/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Bridgmohan Singh,** First Defendant, and **Dhasrath Ramharak Singh,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 18 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 6128 (of 6106), of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 770 (seven hundred-and-seventy) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 17 Indira Place, Northdale, Pietermaritzburg, which property consists of land improved by a double storey building under brick and corrugated iron, the upper road level comprising a 504 square metre supermarket and the lower ground level comprising two shops of 229 square metres each and a store-room of 275 square metres.

Material conditions of sale: The purchaser shall pay ten (10%) per centum of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermarirtzburg, 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 26th 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 944/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Muntu Innocent Buthelezi,** First Defendant, and **Nozipho Rejoyce Buthelezi,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 16 May 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Dundee on the steps of the Magistrate's Court, Gladstone Street, Dundee, Natal, on Friday, 30 September 1994 at 09:30, 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 58 Gladstone Street, Dundee, Natal, namely:

Subdivision 1 of Lot 1127, Dundee, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent one thousand five hundred and sixty-four (1 564) square metres, which property is physically situated at 3 Birkett Street, Dundee, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T10718/1992.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under iron dwelling, consisting of a 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) Ten per centum (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 29th day of August 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1307/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Glenamy Body Corporate,** Plaintiff, and **G. Mngomezulu,** Defendant

In pursuance of a judgment granted on 8 April 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 25 October 1994 at 11:00, at the front steps of the Magistrate's Office, Empangeni:

1. (a) *Deeds office description:*

(a) Unit 32 as shown and more fully described in the scheme known as Glenamy in respect of the land and building or buildings, situated at Turnbull Street, Empangeni, of which section the floor area, according to the said sectional plan is 38 (thirty-eight) 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.

1. (b) *Street address:* Flat 210, Glenamy, Turnbull Street, Empangeni.

1. (c) *Property description* (not warranted to be correct): Batchelor flat consisting of: Dining-room/lounge/bedroom, toilet, kitchen, roof with tiles and electricity.

1. (d) *Zoning/special privileges or exemptions:* General residential zoning one.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction on 25 October 1994 to the highest bidder.

Dated at Empangeni this 25th day of August 1994.

Johan C. van der Westhuizen, 107 TML House, Union Street; P.O. Box 1331, Empangeni, 3880. (Ref. Miss Leggott/mk/02/A0024/94.)

Saak 1496/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Julius Khumalo,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 16 Augustus 1994, sal die ondervermelde eiendom op 5 Oktober 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 1033, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 31ste dag van Augustus 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 3116/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Hui Pan,** First Defendant, and **Chang-Nien Liao,** Second Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 12 August 1994, the undermentioned property will be sold in execution on 5 October 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 7791, Extension 37, situated in the Borough of Newcastle, Natal.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 26th day of August 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 3068/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Samuel Mandla Ndlovu,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 10 August 1994, the undermentioned property will be sold in execution on 5 October 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Site E65, Osizweni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 26th day of August 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 352/94

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

In the matter between **Perm** (a division of Nedcor Bank Ltd), Plaintiff, and **Miss N. N. Manzini,** Defendant

In pursuance of a judgment granted on 13 July 1994 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 3 October 1994 at 11:00, at the Magistrate's Court, Mtubatuba:

1. (a) *Deeds office description:* Ownership Unit A580, Township of kwaMsane, District of Hlabisa, measuring 325 (three hundred and twenty-five) square metres in extent.

(b) *Street address:* A580 kwaMsane Township.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, kitchen, and lounge/dining-room.

(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 1st day of September 1994.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/mh/09/N2632/94.)

Case 252/94

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

In the matter between **Perm** (a division of Nedcor Bank Ltd), Plaintiff, and **The Executor/Representative estate late W. L. Makhanya,** Defendant

In pursuance of a judgment granted on 4 August 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 7 October 1994 at 10:00, at the Magistrate's Court, Melmoth:

1. (a) *Deeds office description:* Ownership Unit D1688, Township of Ulundi, District of Mahlabatini, measuring 450 (four hundred and fifty) square metres in extent.

(b) *Street address:* D1688 Ulundi Township.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, kitchen and lounge/dining-room.

(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, Reynold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of September 1994.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/mh/09/N2637/94.)

Case 78/91

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

In the matter between **Selby Madi,** Plaintiff, and **Nimrod Madi,** Defendant

In pursuance of a judgment in the above Honourable Court, and a writ of execution dated 25 September 1991, the immovable property described hereunder will be sold in execution on 26 October 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

House 1667, Section 2, Madedeni, also known as House 1667, Section 2, Madadeni.

1. The property shall be sold by the Sheriff of the Magistrate's Court, Newcastle, to the highest bidder without reserve but subject to the provisions of section 66 of the Magistrates' Courts Act, No. 32 of 1944, as amended.

2. A deposit of 10% (ten per cent) shall be payable on the day of the sale.

3. The balance against transfer to be secured by a bank or building society guarantee to be furnshed to the Sheriff of the Magistrate's Court within one month after sale.

4. The property will be sold subject to the rights of any existing tenants.

5. The Execution Creditor shall be entitled to appoint the attorney to attend to transfer.

Dated at Newcastle on this 1st day of September 1994.

Van Lingen Van Wyk & Odendaal, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, 2940.

Case 3150/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Pumzile Jane Mkhize,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 30 Sepember 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, Natal, to the highest bidder for cash, without reserve:

Erf 1517, 14th Street, Clermont, situated in the Joint Services Board for Port Natal, Ebhodwe Administrative District of Natal, in extent 468 (four hundred and sixty-eight) square metres, held under Deed of Transfer T22484/91.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Erf 1517, 14th Street, Clermont, situated in the Joint Services Board for Port Natal, Ebhodwe Administrative District of 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 12th day of August 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0041/B2.)

Case 9437/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Miss Moira Lucia Thomas,** Execution Debtor

In pursuance of judgment granted on 18 April 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 6 October 1994 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description: A certain sectional title unit being:

(a) Section 7 as shown and more fully described on Sectional Plan SS459/1985, in the scheme known as Barclay Mansions, in respect of the land and building or buildings situated at Durban of which the floor area, according to the said sectional plan, is 62 (sixty-two) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 8 Barclay Mansions, 211–215 Prince Street, Durban.

Improvements: Sectional Title Unit consisting of entrance hall, lounge, kitchen, bedroom and bathroom/toilet.

Town-planning zoning: Special Residential. Special privileges nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be aproved by the Plaintiff's attorneys to be furnished to the Magistrates' Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 11th 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/U016/030297/Mrs Chelin.)

Case 20953/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Mr Theodor Walter Ostreline,** Execution Debtor

In pursuance of judgment granted on 20 May 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 6 October 1994 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description: A certain bachelor unit being:

(a) Section 155, as shown and more fully described on Sectional Plan SS117/85, in the scheme known as The Gables 1 in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the sectional plan is 49 (forty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 802 The Gables, Victoria Embankment, Durban.

Improvements: Brick under concrete bachelor unit consisting of entrance hall, kitchen, lounge, bathroom and balcony.

Town-planning zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purcase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be aproved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 11th 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/U072/032794/Mrs Chelin.)

Case 4427/94

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 **Bheam Bhooden,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 27 September 1994 at 10:00:

Description: Subdivision 1719 (of 1876) of the farm Chat Four No. 14716, situated in the City of Durban, Administrative District of Natal, in extent 396 (three hundred and ninety-six) square metres, held under Deed of Transfer T35250/93.

Physical address: 31 Shylock Place, Havenside, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey block under tile roof dwelling comprising two bedrooms, lounge, dining-room (carpeted), kitchen, toilet and bathroom. The outbuildings comprise of garage and room.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7581/mvr.)

Case 7768/94

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

In the matter between **NBS Bank Limited (Reg. No. 87/01384/06),** Execution Creditor, and **Neil Edward Roomer,** 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 7 October 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 5884, Pinetown (Extension 59), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 931 (nine hundred and thirty-one) square metres.

Postal address: 28 Esser Road, Mariannhill Park, Pinetown, 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 lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, garage, pool, brick driveway 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 centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 1st day of September 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/310.)

Case 4706/92

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 **Francois Johannes Smith,** First Defendant, and **Bunita Charmaine Smith,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 30 September 1994 at 10:00:

Description: Subdivision of Lot 196, Ashley, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 893 (one thousand eight hundred and ninety-three) square metres, held under Deed of Transfer T14669/88.

Physical address: 13 Hyacinth Road, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling comprising four bedrooms, two complete bathrooms, two separate toilets, three lounges, two dining-rooms, two kitchens—fitted, semi-completed 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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.4243/mvr.)

Case 4798/94

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 **Anthony Allistair Kendall,** 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, 30 September 1994 at 10:00:

Description: Subdivision 786 (of 470) of the farm Waterfall 978, situated in the Development Area of Waterfall and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 2 352 (two thousand three hundred and fifty-two) square metres, held under Deed of Transfer T14294/86.

Physical address: 10 Uvongo Road, Waterfall, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile dwelling comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms/shower/toilet. The outbuildings comprise garage, servant's room and toilet/shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.4004/mvr.)

Case 1064/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Borlase Debt Administration,** Plaintiff, and **E. L. Dube,** Defendant

In pursuance of a judgment granted on 25 March 1993, in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 19 October 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborne Road, Eshowe.

1. (a) *Deeds office description:* Ownership unit B1961, in the Township of Sundumbili, District of Inkanyezi, measuring 300 (three hundred) square metres, represented and described on General Plan PB675/1987, registered in the name of Elphas Lindelihle Dube by virtue of Deed Grant G004911/89.

(b) *Street address:* B2 1961, Sundumbili.

(c) *Improvements* (not warranted to be correct): Dwelling consisting of two bedrooms, lounge, kitchen, bathroom with toilet.

(d) *Zoning/Special privileges or exemptions:* Special residential zoning, no special privileges of exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this the 16th day of August 1994.

Chris van der Merwe & Partners, The Park, Unit J1, Ground Floor, 7 Pearce Crescent, Empangeni, 3880, P.O. Box 857, DX 4. [Ref. CVDM/avr/CB 161 (15)]

Case 241/94

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 **Nico van Zijl, N.O.,** First Defendant, and **Nico van Zijl,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the front steps of the Magistrate's Office, Empangeni, on Tuesday, 4 October 1994 at 11:00:

Description: Lot 11147, Richard's Bay (Extension 34), situated in the Borough of Richard's Bay, Administrative District of Natal, in extent 1 696 (one thousand six hundred and ninety-six) square metres, held under Deed of Transfer T18845/93.

Physical address: 24 Shad Shoal, Meerensee, Richard's Bay, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile dwelling comprising lounge, dining-room, family room, study, kitchen, pantry, four bedrooms, two bathrooms/showers, bathroom/toilet/shower and two toilets.

The outbuildings comprise toilet/shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Lower Umfolozi, old Sugar Mill, Mill Way, Empangeni, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7243/mvr.)

Case 38078/94

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 **Mercy Doris Birch,** Defendant

In pursuance of a judgment granted on 8 July 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Thursday, 6 October 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban.

Description: Lot 87, Austerville, situated in the City of Durban, Administrative District of Natal, in extent (419) square metres.

Postal address: 17 Theron Road, Austerville, Durban.

Improvements: Lounge, dining-room, kitchen, three bedrooms, bathroom, two water closets, precast fence and paving.

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, 101 Lejaton, 40 St George's Street, Durban.

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

Dated at Durban on this 22nd day of August 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 102220/93

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Michael Elmore van Rensburg,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 21 March 1994, and a warrant of execution dated 18 April 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 7 October 1994 at 10:00, in front of the Magistrate's Court, Pourt House Road, Port Shepstone.

Sectional Title: Section 6, Manaba Dax, Uvongo Township, Administrative District of Natal.

Situation: No. 6 Manaba Dax, 42 Queen Street, Uvongo, Port Shepstone.

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

Improvements: A flat consisting of a open plan lounge, dining-room and kitchen, bedroom and bathroom en suit, two bedrooms, bathroom and a balcony.

Area: 141 square metres.

Property's held: Under Deed of Transfer ST3453/93.

Exclusive use area no.: Parking Area P6.

Area: 20 square metres.

Parking area held: Under Notarial Cession SK684/93.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 20 Riverview, Road, Sunwich Port, Port Shepstone:

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

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR3640/COLL/PM/LR.)

Saak 3407/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Thandumuzi Xhapozi Sithole,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 18 Augustus 1994, sal die ondervermelde eiendom op 5 Oktober 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit No. C3800, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 24ste dag van Augustus 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn en Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scott-straat, Newcastle.

Case 54173/85

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

In the matter between **United Building Society,** Execution Debtor, and **Mr Krishna Harriachund Rupee,** Execution Debtor

In pursuance of judgment granted on 7 February 1986, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 6 October 1994 at 10:00, in front of the Magistrate's Court, Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain immovable property being: Section 4, as shown and more fully described on Sectional Plan SS 4/1981, in the scheme known as Inwabi Mews, in respect of the land and building or buildings situated at Scottburgh of which section the floor area according to the said sectional plan is 99 (ninety-nine) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 4 Inwabi Mews, Papwa Place, Isipingo, 4110.

Improvements: Brick under asbestos duplex unit dwelling consisting of entrance hall, lounge/dining-room, kitchen, three bedrooms, bathroom/toilet and carport.

Town planning: Zoning: General Residential 1. Special Privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court's Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban, or at our offices.

Dated at Durban on this the 22nd 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/001209/053/Mrs Chelin.)

Case 3654/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited,** No. 51/00009/06, formerly South African Permanent Building Society, Execution Creditor, and **Harry Mteshana,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the Warrant of Execution issued pursuant thereto on 10 January 1994, the immovable property described as:

Ownership Unit A291, Gamalakhe, situated in the Township of Gamalakhe, District of Izingolweni, in extent 446 square metres, as described on General Plan BA15/1970.

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) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000, and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile, consisting of single garage, lounge, dining-room, kitchen, three bedrooms and two bathrooms.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP044/01NP01544.)

Saak 1057/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LOWER UMFOLOZI GEHOU TE EMPANGENI

In die saak tussen **Borlase Debt Administration,** Eiser, en **Mr Z. Myeni,** Verweerder

Ingevolge 'n vonnis toegestaan op 29 Maart 1993, in bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie uitgereik daarna, sal die hiernagenoemde eiendom in eksekusie aan die hoogste bieër verkoop word op 19 Oktober 1994 om 10:00, by die kantoor van die Balju vir die Landdroshof, Kantoor 2, Adamsgebou, Osborneweg, Eshowe.

1. (a) *Akteskantoor beskrywing:* Eienaarseenheid B1920, in die dorpsgebied Sundumbili, distrik Inkayezi, groot 422 m^2 soos meer volledig uiteengesit is in Algemene Plan PB675/1987, en geregistreer in die naam van Salabekhuluma Z. Myeni, soos gehou kragtens Grondbrief G005677/89.

(b) *Straatadres:* B2 1920, Sundumbili, Mandini.

(c) *Beskrywing van eiendom* (geen waarborg word verstrek dat dit korrek is nie): 'n Woning bestaande uit twee slaapkamers, kombuis, sitkamer, en badkamer met toilet.

(d) *Sonering/spesiale voorregte of vrystellings:*

2. Die voorwaardes van verkoping sal vir inspeksie ter insae lê by die kantoor van die Klerk van die Hof, Landdroshof, Empangeni, en by die kantoor van die Balju van die Landdroshof, Kantoor 2, Adamsgebou, Osbornestraat, Eshowe.

3. Die verkoping sal geskied by wyse van publieke veiling sonder voorbehoud aan die hoogste bieër.

Gedateer te Empangeni op hierdie 16de dag van Augustus 1994.

Chris van der Merwe & Vennote, Grondvloer, The Park-eenheid J1, Pearcesingel 7, Posbus 857, Empangeni, 3880. (Verw. DX 4.)

Case 2301/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA bank Limited,** Plaintiff, and **Mr Owen Ridley Steyn,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 30 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 62 Caversham Road, Pinetown, 3610, namely:

Subdivision 16 of Lot 186 Ashley, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal in extent 1202 (one thousand two hundred and two) square metres, which property is physically situated at 4 Aloe Road, Pinetown, 3610, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T13395/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, sewing room, four bedrooms, bathroom/toilet, shower/toilet, court-yard, double garage and carport.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 18th 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/U045/03173/Mrs Chelin.)

Case 3095/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA bank Limited,** Plaintiff, and **Mr Sivalingam Govindsamy,** First Defendant, **Mrs Vanitha Thrichandra Govindsamy,** Second Defendant, and **Mr Vishnu Trichandra Naidoo,** Third Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 16 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1 at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 30 September 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, namely:

Lot 67, Grove End, situated in the City of Durban, Administrative District of Natal, in extent 355 (three hundred and fifty-five) square metres, which property is physically situated at 158 Batonmore Crescent, Grove end, Phoenix, 4068, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T3286/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, garage, staff room consisting of toilet and shower.

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 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 17th 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/016/033581/Mrs Chetty.)

Case 3388/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA bank Limited,** Plaintiff, and **Mr Clive Barry Gelderblom,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 3 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 30 September 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

Lot 3797, Pinetown (Extension 35), situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1181 (one thousand one hundred and eighteen) square metres, which property is physically situated at 22 Argyll Road, Pinetown, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T25027/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom/toilet and garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 17th 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/045/016712/Mrs Chetty.)

Case 30788/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Mr John Denzil Andrew Phillip Cain,** Execution Debtor

In pursuance of a judgment granted on 10 June 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 4 October 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 243 of Lot 818, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent three hundred and eighty-three (383) square metres.

Postal address: 13 Michan Place, Sherwood, Durban, 4091.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, two staffrooms consisting of shower/toilet and kitchen.

Town-planning: Zoning: Special Residential

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorney to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, 4000, or at our offices.

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.] (Docex. 71.) (Ref. CMK/A332/034209/Mrs Chetty).

Case 4428/94

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 **Rafique Rashid Ismail,** First Defendant, and **Lenore Ismail,** 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 lister hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 30 September 1994 at 10:00:

Description: Section 2 and shown and more fully described on Sectional Plan SS210/93, in the scheme known as Modem in respect of the land and building or buildings situated at City of Durban, in the Local Authority Area of Durban, of which section the floor area according to the said sectional plan is 79 (seventy-nine) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Section Deed of Transfer ST13900/93; and

An exclusive use area described as Courtyard CY2 measuring 14 (fourteen) square metres being as such part of the common property, comprising the land and the scheme known as Modem in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS210/93 held under Notarial Deed of Cession of Exclusive Use Areas SK2670/93; and

An exclusive use area described as Garden G2 measuring 39 (thirty-nine) square metres being as such part of the common property, comprising the land and the scheme known as Modem in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS210/93 held under Notarial Deed of Cession of Exclusive Use Areas SK2670/93.

Physical address: 2 Modem, Bristow Crescent, Mayville, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof duplex comprising: Downstairs: Living-room, dining-room and kitchen. Upstairs: Two bedrooms and bathroom/toilet.

There are no outbuildings but there is a courtyard and garden area.

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, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 15th day of August 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7578/mvr.)

Case 3854/94

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 **Gavin Jeevarathnam Joseph,** First Defendant, and **Dynamic Car Sales (Pty) Limited,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 30 September 1994 at 10:00:

Description: Lot 936, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent 2 606 square metres, held under Deed of Transfer T13484/93.

Physical address: 20 Mottrandale Road, Westville, Natal.

Zoning: Special Residential.

The property consist of the following: Single storey brick under tile roof dwelling comprising an entrance hall, lounge/dining-room, kitchen, four bedrooms, bathroom, bathroom/toilet/shower and toilet.

The outbuildings comprise two garages, two servants' quarters and toilet/shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 16th day of August 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7456/mvr.)

Case 2531/94

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 **Stephen Andrew Barlow,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), and under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 30 September 1994 at 10:00:

Description: Section 13, as shown and more fully described on Sectional Plan SS279/1991 in the scheme known as "Chemar" in respect of the land and building or buildings situated at Local Authority of Durban, of which the floor area according to the said sectional plan is 50 (fifty) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer 1224/93, together with an exclusive use area described as: Parking Bay P13, measuring 18 (eighteen) square metres being as such part of the common property comprising the land and the scheme known as "Chemar" in respect of the land and building or buildings situated at Local Authority of Durban, as shown and more fully described on Sectional Plan 279/91, held under Certificate of Real Rights SK2248/93.

Physical address: Flat 35, Chemar, 151 Montclair Road, Montclair, Natal, zoning Special Residential.

The property consists of the following: Second floor flat comprising bedroom, toilet (with lino floor), bathroom (with bath/basin/toilet–lino floor), lounge (carpeted), dining-room (carpeted) and kitchen (carpeted with fitted cupboards). The outbuildings comprise garage No. 13.

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, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 16th day of August 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7405/mvr.)

Case 1717/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Alexander Munro McKay,** First Defendant, and **Vivien Lee McKay,** 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 Defendant, will be sold in execution on 30 September 1994 at 10:15, at the offices of the Sheriff, 12 Campbell Road, Howick, to the highest bidder for cash, without reserve:

Lot 1179, Howick (Extension 17), situated in the Borough of Howick, Administrative District of Natal, in extent one thousand, one hundred and seventy-six (1 176) square metres held under Deed of Transfer T4578/85.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 33 Drew Avenue, Howick, Natal.

2. The property has been improved by the construction thereon of a four bedroomed dwelling with two bathrooms, lounge, dining-room, kitchen, study and swimming-pool.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 25th day of August 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 258.)

Case 15985/94

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 **Suren Singh,** Defendant

In pursuance of a judgment granted on 21 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 Thursday, 13 October 1994 at 14:00, in front of the Magistrate's Court House, Somtsue Road, Durban:

Description: Section 40, as shown and more fully described on Sectional Plan SS285/1985, in the building or buildings known as Eureka Court, situated in the Local Authority Area of Durban of which section the floor area according to the sectional plan is 125 square metres in extent.

Together with an undivided share in the common property in the land and building or buildings 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 specified in a schedule endorsed on the said sectional plan.

Postal address: Flat 39, Eureka Court, 212 Berea Road, Durban.

Improvements: Two bedrooms, bathroom, shower, water closet, lounge, dining-room, hall, kitchen and open balcony.

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, Durban Central, 21 Stafmeyer House, Beach Grove, Durban.

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

Dated at Durban this 22nd day of August 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 3650/94

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,** Defendant

In pursuance of a judgment granted on 24 March 1994, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Friday, 7 October 1994 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1404, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent 349 square metres.

Postal address: 29 Hopecastle Drive, Newlands West.

Improvements: Brick under tile, water and lights, three bedrooms, kitchen, dining-room, lounge, toilet and bathroom.

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, Tongaat, Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat.

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

Dated at Durban this 18th day of August 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 34430/94

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 **Kris Naicker,** First Defendant, and **Neelaveni Naicker,** married in community of property, Second Defendant

In pursuance of a judgment granted on 14 July 1994, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Friday, 7 October 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Subdivision 4 of Lot 6568, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 008 square metres.

Postal address: 55 Pradeep Road, Marianhill, Pinetown.

Improvements: Brick under tile dwelling comprising lounge, dining-room, kitchen, four bedrooms, one and a half bathroom, shower, two water closets, scullery, entrance hall, prayer room and dress room. *Basement:* Playroom, water closet, shower, laundry, tarred driveway, brick paving, retaining walls, courtyard and garage.

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, 62 Caversham Road, Pinetown.

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

Dated at Durban on this 23rd day of August 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 1884/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Thulani Emmanuel Xaba,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 30 September 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder for cash, without reserve:

Ownership Unit 1061, Unit E, in the Township of kwaMashu, District of Ntuzuma, in extent 253 (two hundred and fifty-three) square metres, represented and described on Deed of Grant G6031/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1061, Unit E, in the Township of kwaMashu, District of Ntuzuma.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings. It is a brick under asbestos house with water and lights consisting of two bedrooms, lounge, kitchen, toilet outside and no bathroom.

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, during normal office hours.

Dated at Pietermaritzburg this 19th day of August 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0226/B4.)

Case 4382/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Hlengiwe Ruth Mazibuko,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 8 June 1994, the property listed hereunder will be sold in execution on 7 October 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit P80, of Site 63 (a portion of Site 35) in the Township of kwaMashu P, in the District of Ntuzuma, in extent 213 (two hundred and thirteen) square metres, represented on General Plan PB452/1988.

Postal address: Unit P80, kwaMashu P Township, KwaZulu-Natal.

Town-planning zoning: Residential.

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

A single storey concrete block and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and fencing.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 29th 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/N012/291.)

Case 577/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Jersey Msimang,** Defendant

In pursuance of judgment granted on 2 October 1991, 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 5 October 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 N151, in extent 4 900 square feet, situated in the Township of Umlazi, represented and described on General Plan BA30/1968, held by virtue of Deed of Grant 1647.

Physical address: Ownership Unit N151, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick/plaster and asbestos dwelling (54 square metres) comprising kitchen, dining-room, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation. Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 23% (twenty-three 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 1st day of September 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z74414/26.)

Case 1674/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mhlaliseni Michael Mthembu,** Defendant

In pursuance of judgment granted on 15 February 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 5 October 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 A988, in extent 374 square metres, situated in the Township of Umlazi, represented and described on General Plan PB237/1974, held by virtue of Deed of Grant G6033/86.

Physical address: Ownership Unit A988, Umlazi.

The property has been improved by the erection of a dwelling (store) thereon, consisting of: A single storey brick and plaster dwelling (store) (220 m^2). Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 1st day of September 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z07922/26.)

Case 817/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Investec Merchant Bank Limited,** Judgment Creditor, and **Y. Shaikh,** Judgment Debtor

In pursuance of judgment granted on 23 March 1994, against the Judgment Debtor in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 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 certain piece of land being Lot 775, Whetstone, situated in the City of Durban, Administrative District of Natal.

In extent: 220 (two hundred and twenty) square metres.

Postal address: 52 Fairstone Road, Whetstone, Phoenix.

Improvements: Block under tile double storey flat consisting of upstairs: Three bedrooms, toilet, bathroom. Downstairs: Lounge, kitchen, pantry, water and light facilities.

Held by the Defendants in his name under Deed of Transfer T3576/93.

Nothing above is guaranteed.

Terms: The sale shall be subject to the following terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per centum) 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 15,25% (fifteen comma two five per centum) 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 Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 31st day of August 1994.

A. J. M. Pearse, for Berkowitz Kirkel Cohen Wartski Greemberg, c/o Gavin Gow & Co., Suite 15, First Floor, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; c/o Henry Francis J. P., 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 561-1011.) (Ref. Colls/CV/I195.)

Case 79331/93

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

In the matter between **Allied Bank** (a division of ABSA Bank Limited No. 86/04794/06), Execution Creditor, and **Neville Adrian Thompson,** First Execution Debtor, and **Jutta Brigitte Thompson,** Second Execution Debtor

In pursuance of a judgment granted on 20 December 1993, 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, 6 October 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

Description: A certain property described as Lot 176, Athlone Park, situated in the Borough of Amanzimtoti and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 038 (two thousand and thirty-eight) square metres.

Postal address: 32 Wavecrest Road, Athlone Park, Amanzimtoti.

Improvements: Brick and tile house consisting of bedroom with en suite, four bedrooms, two lounges, dining-room, two and a half bathrooms, kitchen, double garage 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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from date of the sale to date of transfer, both days inclusive.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/018646.)

Case 34247

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 **Robin Stanley Joseph West,** First Execution Debtor, and **Christina West,** Second Execution Debtor

In pursuance of judgment granted on 16 June 1994, in the Court of the Magistrate, Durban, and under writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 6 October 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

Description: A certain property described as:

(a) Section 14, as shown and more fully described on Sectional Plan SS114/1983, in the scheme known as Protea Flats, in respect of the land and building or buildings situated at Amanzimtoti, of which the floor area, according to the said sectional plan, is 80 (eighty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 14 Protea Flats, 396 Kingsway, Amanzimtoti.

Improvements: Sectional title dwelling unit comprising two bedrooms, lounge and dining-room combined, open-plan kitchen, balcony, toilet, bathroom and under-cover parking.

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 creditor on the respective amounts of the award in the plan of distribution from date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/024096.)

Case 2049/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited,** trading as Allied Bank, No. 86/04794/06, Plaintiff, and **Jugdis Singh,** First Defendant, and **Ranuka Devi Singh,** Second Defendant

In pursuance of judgment granted on 9 May 1994, in the Court of the Magistrate, Verulam, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder, on 7 October 1994 at 10:00, at the main front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 589, Westham, situated in the City of Durban, Administrative District of Natal, in extent (403) four hundred and three square metres.

Street address: 83 Strensham Road, Westham, Phoenix.

Imrovements: Blok under tile semi-detached dwelling, consisting of four bedrooms, lounge, kitchen, toilet, bathroom and water and lights facilities. (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 the 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 preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all 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 of the Magistrate's Court, Inanda Area (1), 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 19th day of April 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23693/JR.)

Case 3458/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank of Southern Africa,** Execution Creditor, and **Brenda Brauteseth,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated 29 March 1994, the following immovable property will be sold in execution on 30 September 1994 at 11:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Remainder of Lot 541, Umtentweni, situated in the Umtentweni Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 3 580 (three five eight zero) square metres.

Improved by: Dwelling under brick and cast iron, consisting of main en suite and dressing-room, three bedrooms, study room, lounge, dining-room, bathroom, kitchen divided into two sections and verandah.

Outbuildings: Dwelling under brick and asbestos, consisting of garage, servant's room and bath, toilet and basin and wooden shed under asbestos roof.

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, Port Shepstone, within 14 (fourteen) days of the date of the said sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Port Shepstone, 17 Riverview Road, Sunwich Port, Natal.

Dated at Port Shepstone on this 31st day of August 1994.

Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P.O. Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/dso 03/F001/035.)

Case 885/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mrs Ramona Julia Norton,** First Defendant, and **Mr Dennis Granville Bromley Norton,** Second Defendant

Pursuant to an order of the Supreme Court of South Africa (Natal Provincial Division) Pietermaritzburg, and writ of execution dated 14 February 1994, the following fixed property will be sold on Tuesday, 4 October 1994 at 10:00, in front of the Magistrate's Court, Estcourt, to the highest bidder, viz:

Property: The remainder of Subdivision 17 of the farm Bell Park 15793, situated in the Administrative District of Natal, in extent 9,9008 (nine comma nine nought nought eight) hectares, held by Ramona Julia Norton by virtue of Deed of Transfer T22969/1990.

Improvements (this information is not guaranteed): Brick under thatch consisting of entrance hall, lounge, dining-room, family room, five bedrooms, kitchen, scullery, bathroom/toilet/shower, shower/toilet, bathroom/shower, double garage, store-room and a pool.

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

Conditions of sale: The aforesaid property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff of the Supreme Court, 142 Connor Street, Estcourt, or at the offices of Plaintiff's attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 2nd day of September 1994.

Browne Brodie & Company, c/o Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref. B050012.SNT JW RDL.)

Case 4290/94

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

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Daleen Prior,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pinetown, dated 24 May 1994, and a writ of execution the following immovable property will be sold in execution on 7 October 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder, namely:

Remainder of Lot 206, Forest Hills, situated in the Borough of Kloof, and in the Joint Services Board Area, Administrative District of Natal, in extent 3 734 square metres.

Address: 27 Kloofview Road, Forest Hills.

Improvements: Double storey, brick under tile residential dwelling with five bedrooms, two bathrooms, and detached outbuildings comprising bedroom, lounge, kitchen and bathroom.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the office of the Sheriff, 62 Caversham Road, Pinetown.

Summary of material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules and the property is sold voetstoots.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the commission plus Value-Added Tax due to the Sheriff on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee within 21 days of the date of sale.

3. The purchaser shall pay interest to the above Plaintiff at the rate of 15,25% on the amount due to it by the Defendant from the date of sale to the date of transfer.

4. The purchaser shall pay the costs of transfer, all arrear rates, taxes, sanitary fees, licences outstanding, municipal loans and interest thereon and insurance premiums falling due after the date of sale.

D. G. Gifford, Plaintiff's Attorneys, Shop 5, 8 Old Main Road, Hillcrest. (Ref. F1673.)

Case 1148/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Shirley Ruth Saulez,** First Defendant, and **John Royston Saulez,** Second Defendant, and **Richard Arnott Royston Saulez,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Eastern Cape Division) in the above-mentioned suit, a sale without reserve will be held at Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 21 October 1994 at 09:30, of the undermentioned property of the First Defendant on the conditions to be read out at the time of the sale and which conditions may be inspected at the offices of the Sheriff for the District of Pietermaritzburg:

Erf 1103, Hilton Extension 10, situated in the Hilton Town Board Area, Administrative District of Natal, in extent 2 095 (two thousand and ninety-five) square metres, held by Deed of Transfer T19/1987.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance [plus interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum calcuated from the date of sale to the date of transfer, 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.

Dated at Grahamstown this 1st day of September 1994.

Whitesides, Plaintiff's Attorneys, 115 High Street, Grahamstown. (Ref. Mr Douglas.)

Case 1419/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mzokhono Richman Ngcobo,** 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 30 September 1994 at 10:00, on the steps of the East entrance to the Magistrate's Court, at Umbumbulu, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 2832, Unit A, in the Township of kwaMakhuta, District of Umbumbulu, Natal, in extent of 432 (four hundred and thirty-two) square metres, represented and described on Deed of Grant G004513/89.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 2832, Unit A, in the Township of kwaMakhuta, District of Umbumbulu, Natal.

2. The property has been improved by the construction thereon of a dwelling-house, consisting of a tiled roof, two bedrooms, dining-room, bathroom and kitchen.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 5th day of September 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. RNS/jh/04/K0084/94.)

Case 6190/93

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

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **The Executor of the estate of the late Mzikayise Mabasa,** First Defendant, and **Sibongile Qondeni Mabasa,** Second Defendant

In pursuance of a judgment granted on 30 April 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 14 October 1994 at 09:00, at the front entrance, Magistrate's Court, Moss Street, Verulam.

Description: Lot 37, Hambanati, in extent 258 square metres.

Postal address: 75 Hambanati Road, Hambanati, Tongaat.

Improvements: Brick under tile dwelling with water and lights, comprising of four bedrooms, dining-room, kitchen, toilet and bathroom.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: 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 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 (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 Saambou 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 Verulam, at Moss Street, Verulam.

Dated at Durban this 1st day of September 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorneys, Stafmayer House, Beach Grove, Durban. (Ref. 07S630253.)

Case 1752/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Ramalingum Reddy N.O.,** Plaintiff, and **Jabulani Martin Shelela,** Defendant

In pursuance of a judgment in the Supreme Court, dated 12 August 1991, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 September 1994 at 10:00, at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Lot 6720, Pinetown, in the Borough of Pinetown, and in the Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring one comma nought one one eight (1,0118) hectares. Held under Deed of Transfer T6973/88.

Postal address: 83 St Wendolins Road, St Wendolins, Marianhill, Pinetown.

Improvements: Butchery, house consisting of three bedrooms, lounge, dining-room, kitchen, toilet, bathroom, brick and tile and two outbuiding cottages built with iron only, but nothing is guaranteed in respect thereof.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 days after the date of sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer shall be effected by the Execution Creditor's attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Sheriff, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this the 17th day of April 1994.

V. Chetty & Company, Execution Creditor's Attorneys, Ninth Floor, Ulundi House, 30 Gardiner Street, Durban, 4001. (Ref. P. Naicker/EN06-001.)

Saak 1322/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PINETOWN GEHOU TE PINETOWN

In die saak tussen **Die Stadstesourier van die Munisipaliteit van Queensburgh,** Vonnisskuldeiser, en **R. C. Coles,** Vonnisskuldenaar

Ingevolge 'n vonnis van die Landdroshof vir die distrik Pinetown, gedateer 2 Augustus 1993, en 'n eksekusielasbrief uitgereik op 4 Augustus 1993, sal die ondergemelde onroerende eiendom in eksekusie verkoop word op 7 Oktober 1994 om 10:00, by die ingang van die Landdroshof, Chanceryweg, Pinetown, aan die hoogste bieder:

Eiendomsbeskrywing: Subdivisie 4 van Lot 1757, Queensburg, geleë in die munisipaliteit Queensburgh, administratiewe distrik Natal, groot eenduisend een-en-vyftig (1 051) vierkante meter.

Posadres: Stellaweg 663, Queensburg.

Verbeteringe: Een baksteen en teëlwoning, bestaande uit drie slaapkamers met slaapkamer met badkamer, aparte badkamer, kombuis, eetkamer, sitkamer, swembad, kelder met motorhuis en stoorkamer.

Dorpsbeplanning sonering: Woongebied.

Besondere regte: Geen.

Geeneen van bogenoemde items word gewaarborg nie.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshowe en die reëls uitgevaardig daarkragtens.

2. Die koper (uitgesonderd die Vonnisskuldeiser) moet 'n deposito van 10% (tien persent) van die koopsom tesame met die afslaer se koste in kontant betaal onmiddellik na die verkoping. Die balans van die koopsom tesame met rente soos in die verkoopvoorwaardes uiteengesit, is betaalbaar teen transport en moet tussentyds verseker word deur 'n bank- of bougenootskapwaarborg soos goedgekeur deur die Vonnisskuleiser se prokureurs en verskaf word aan die Balju binne 14 dae vanaf die datum van verkoping.

3. Transport sal besorg word deur die prokureurs vir die Vonnisskuldeiser en die koper sal aan hulle al die koste en heffings soos in Klousule 5 van die verkoopvoorwaardes uiteengesit betaal, welke verkoopvoorwaardes ter insae is by die kantoor van die Balju van Pinetown, en die gemelde prokureurs.

Gedateer te Pinetown hierdie 5de dag van September 1994.

C. J. A. Ferreira, Prokureurs vir Vonnisskuldeiser, Suite 3, Mediagebou, Kingsweg 47, Pinetown.

Saak 14565/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PINETOWN GEHOU TE PINETOWN

In die saak tussen **Die Stadstesourier van die Munisipaliteit van Pinetown,** Vonnisskuldeiser, en **S. en F. M. Louw,** Vonnisskuldenaars

Ingevolge 'n vonnis van die Landdroshof vir die distrik Pinetown, gedateer 13 Junie 1994, en 'n eksekusielasbrief uitgereik op 13 Junie 1994, sal die ondergemelde onroerende eiendom in eksekusie verkoop word op 7 Oktober 1994 om 10:00, by die ingang van die Landdroshof, Chanceryweg, Pinetown, aan die hoogste bieder:

Eiendomsbeskrywing: Lot 7174, Pinetown-uitbreiding 67, geleë in die munisipaliteit Pinetown, en in die Port Natal-Ebhodwe Gesamentlike Diensteraadgebied, groot vyfhonderd-en-tien (510) vierkante meter.

Posadres: Geminiweg 30, Mariannridge, Pinetown.

Verbeteringe: Baksteenhuis met teëldak, bestaande uit drie slaapkamers, toilet, badkamer, sitkamer, eetkamer en kombuis.

Dorpsbeplanning sonering: Woongebied.

Besondere regte: Geen.

Geeneen van bogenoemde items word gewaarborg nie.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshowe en die reëls uitgevaardig daarkragtens.

2. Die koper (uitgesonderd die Vonnisskuldeiser) moet 'n deposito van 10% (tien persent) van die koopsom tesame met die afslaer se koste in kontant betaal onmiddellik na die verkoping. Die balans van die koopsom tesame met rente soos in die verkoopvoorwaardes uiteengesit, is betaalbaar teen transport en moet tussentyds verseker word deur 'n bank- of bougenootskapwaarborg soos goedgekeur deur die Vonnisskuldeiser se prokureurs en verskaf word aan die Balju binne 14 dae vanaf die datum van verkoping.

3. Transport sal besorg word deur die prokureurs vir die Vonnisskuldeiser en die koper sal aan hulle al die koste en heffings soos in Klousule 5 van die verkoopvoorwaardes uiteengesit betaal, welke verkoopvoorwaardes ter insae is by die kantoor van die Balju van Pinetown, en die gemelde prokureurs.

Gedateer te Pinetown hierdie 5de dag van September 1994.

C. J. A. Ferreira, Prokureurs vir Vonnisskuldeiser, Suite 3, Mediagebou, Kingsweg 47, Pinetown.

Saak 14629/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PINETOWN GEHOU TE PINETOWN

In die saak tussen **Die Stadstesourier van die Munisipaliteit van Pinetown,** Vonnisskuldeiser, en **M. C. van Wyk,** Vonnisskuldenaar

Ingevolge 'n vonnis van die Landdroshof vir die distrik Pinetown, gedateer 24 Junie 1994, en 'n eksekusielasbrief uitgereik op 24 Junie 1994, sal die ondergemelde onroerende eiendom in eksekusie verkoop word op 7 Oktober 1994 om 10:00, by die ingang van die Landdroshof, Chanceryweg, Pinetown, aan die hoogste bieder:

Eiendomsbeskrywing: Lot 8595, Pinetown-uitbreiding 67, geleë in die munisipaliteit Pinetown, en in die Port Natal-Ebhodwe Gesamentlike Diensteraadgebied, groot vyfhonderd een-en-negentig (591) vierkante meter.

Posadres: Cetus Plek 33, Mariannridge.

Verbeteringe: Baksteenhuis met teëldak, bestaande uit twee slaapkamers, toilet, badkamer, kombuis, sitkamer en eetkamer.

Dorpsbeplanning sonering: Woongebied.

Besondere regte: Geen.

Geeneen van bogenoemde items word gewaarborg nie.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshowe en die reëls uitgevaardig daarkragtens.

2. Die koper (uitgesonderd die Vonnisskuldeiser) moet 'n deposito van 10% (tien persent) van die koopsom tesame met die afslaer se koste in kontant betaal onmiddellik na die verkoping. Die balans van die koopsom tesame met rente soos in die verkoopvoorwaardes uiteengesit, is betaalbaar teen transport en moet tussentyds verseker word deur 'n bank- of bougenootskapwaarborg soos goedgekeur deur die Vonnisskuldeiser se prokureurs en verskaf word aan die Balju binne 14 dae vanaf die datum van verkoping.

3. Transport sal besorg word deur die prokureurs vir die Vonnisskuldeiser en die koper sal aan hulle al die koste en heffings soos in Klousule 5 van die verkoopvoorwaardes uiteengesit betaal, welke verkoopvoorwaardes ter insae is by die kantoor van die Balju van Pinetown, en die gemelde prokureurs.

Gedateer te Pinetown hierdie 5de dag van September 1994.

C. J. A. Ferreira, Prokureurs vir Vonnisskuldeiser, Suite 3, Mediagebou, Kingsweg 47, Pinetown.

Case 30793/94

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 **Arunagari David,** First Defendant, and **Parvathy David,** Second Defendant

In pursuance of a judgment granted on 16 June 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 52, of Lot 328, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 719 square metres.

Address: 14 Barfield Place, Bakerville Gardens, Bakerville.

Improvements: Dwelling consisting of brick and tile, lock-up garage, swimming-pool, dining-room and lounge, kitchen, prayer room, guest toilet, two bedrooms, main en suite, shower toilet, bathroom, toilet and wash basin.

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. Coils/P. Murugan/05N011553.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 6750/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein,** Eiser, en **Berghoek Beleggings BK,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 18 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 1/821, geleë in die stad en distrik Bloemfontein, groot 293 vierkante meter, gehou kragtens Akte van Transport 800/1988, geregistreer op 29 Januarie 1988 (perseeladres Fonteinstraat 127, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Besigheidsperseel bestaande uit klein herstellokaal, was area, mans toilet, dames toilet, tee-kombuis, drie motorafdakke, parkering vir twee motors en kantoor.

Buitegeboue: Geen.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 1ste dag van September 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 11864/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Limited,** Eiser, en **Ntombizodwa Judy Mahlelehlele,** Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, gehou te Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 28 Julie 1994 sal die volgende eiendom per publieke veiling vir kontant op die Vrydag, 7 Oktober 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieër verkoop word:

Sekere Erf 3093, Uitbreiding 5, geleë in die dorp Ashbury, distrik Bloemfontein, groot 288 vierkante meter, gehou kragtens Transportakte T10748/91.

Fisiese adres: Tulipstraat 26, Heidedal, Bloemfontein.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, twee badkamers, twee toilette, kombuis en sit-/eetkamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) 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 geregsbode binne tien (10) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Geregsbodewaarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Geregsbode, te Barnesstraat, Bloemfontein, Oranje-Vrystaat, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

P. A. C. Jacobs, Prokureur vir die Eiser, Symington & De Kok, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 3177/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Allied Bank,** Eiser, en **S. R. Mokoena,** Verweerder

Uit kragte van 'n vonnis van die Landdros van Kroonstad, en kragtens 'n lasbrief vir eksekusie gedateer 21 Julie 1994 sal die volgende goedere per publieke veiling vir kontant op Vrydag, 7 Oktober 1994 om 09:10, voor die Landdroskantoor, Murraystraat, Kroonstad, aan die hoogste bieër verkoop word, naamlik:

Beskrywing: Erf 1630, Seeisoville-uitbreiding 1, Kroonstad, beter bekend as 1 630 Gelukwaarts, Kroonstad, met alle verbeterings daarop.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die terme van die voorwaardes van die Landdroshofwet, Wet No. 32 van 1944. Die eiendom word voetstoots verkoop en is onderworpe aan die voorwaardes van die bestaande transportakte.

2. Minstens tien persent (10%) van die koopsom sal betaalbaar wees in kontant aan die Balju vir die Landdroshof direk na afloop van die veiling en die saldo van die koopprys tesame met rente teen 16% (sestien persent) per jaar sal verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg, gelewer te word binne tien (10) dae.

3. Die volledige verkoopvoorwaardes van die verkoping sal uitgelees word ten tye van die verkoping en lê ter insae by die Balju vir die Landdroshof.

G. L. Hartman, vir Du Randt & Louw, Posbus 26, Kroonstad, 9499.

Saak 12672/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Regspersoon van die Elimhofskema,** Eiser, en **P. J. Maritz,** Verweerder

Ingevolge 'n vonnis gedateer 19 Augustus 1993, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 14 Oktober 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 9 Deeltitel Elimhof SS/17, groot 73 m^2, gehou kragtens Transportakte ST14404/92, synde een halwe aandeel, beter bekend as Elimhof 9, Barnesstraat 51, Bloemfontein.

Verbeterings: Slaapkamerwoonstel met sitkamer, kombuis, badkamer, toilet en portaal.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 11de 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.]

Saak 9668/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein,** Eiser, en **Koekemoer J. L. en M. M.,** Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 8 Augustus 1994, sal die volgende eiendom op Vrydag, 7 Oktober 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 12217, geleë in die stad en distrik Bloemfontein, groot 786 vierkante meter, gehou kragtens Akte van Transport 3983/1982 geregistreer op 5 Mei 1982.

Perseeladres: Bermudasingel 123, Uitsig, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, badkamer en kombuis.

Buitegeboue: Bediendekamer en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 30ste dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 9483/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein,** Eiser, en **Van der Linde, D. V. en M. M.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 19 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 4412, geleë in die stad en distrik Bloemfontein, groot 1 369 vierkante meter, gehou kragtens Akte van Transport 23843/1992 geregistreer op 15 Desember 1992.

Perseeladres: Amsterdamstraat 37, Noordhoek, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, badkamer en kombuis.

Buitegeboue: Motorhuis, toilet en bediendekamer.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 31ste dag van Augustus 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 9604/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khagiso Terence Shoai,** Eiser, en **mnr. McCaskill,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 29 September 1993, sal die volgende eiendom op 7 Oktober 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 3631, Uitbreiding 5, tesame met die verbeteringe of geboue daarop geleë in die Ashbury-dorpsgebied, distrik Bloemfontein, groot 600 (seshonderd) vierkante meter, gehou kragtens Titelakte T8027/1989.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Barnesstraat 5, Bloemfontein.

Geteken te Bloemfontein hierdie 23ste dag van Augustus 1994.

N. W. Phalatsi, vir Naudes, Prokureur vir Eiser, Trustfonteingebou, Tweede Verdieping; Posbus 153, St Andrewstraat, Bloemfontein.

Saak 4014/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Jose Manuel Lucas Texeira,** Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 22 Maart 1994, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 7 Oktober 1994 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Deel 28, soos getoon en vollediger beskryf of Deelplan SS40/1992 in die skema bekend as Rosenbloem, in die gebou of geboue geleë te Langenhovenpark, in die munisipale gebied Bainsvlei, groot 104 vierkante meter, gehou kragtens Transportakte ST20273/1993.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, drie slaapkamers, badkamer, stort en toilet.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 15,25% (vyftien komma twee vyf persent) per jaar bereken vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 30ste dag van Augustus 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 1024/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALRUS GEHOU TE ODENDAALRUS

In die saak tussen **Allied Bank,** Eiser, en **Samuel Barney Aphane,** Verweerder

Ingevolge 'n vonnis van die Landdroshof van Odendaalsrus gedateer 13 Mei 1993 en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 13 Mei 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 30 September 1994 om 10:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind.

Sekere Erf 1474, geleë in die dorp Kutlwanong, distrik Odendaalsrus, groot 311 (driehonderd en elf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL2667/88, bekend as 1474 Kutlwanong.

Verbeterings: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet (niks waarvan gewaarborg word nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Landdroshofwet, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 24 ste dag van Augustus 1994.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

Saak 2133/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **K. E. Chabana,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 8 Julie 1994, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 7 Oktober 1994 om 09:00, voor die hoofingang van die Landdroshof, Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1040, geleë in die dorp en distrik Kroonstad, groot 1 011 (eenduisend en elf) vierkante meter, onderworpe aan sekere voorwaardes en gehou kragtens Transportakte T6775/1993, beter bekend as Dawid Malanstraat 6, Kroonstad, met alle verbeterings daarop.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees word, lê ter insae in die kantoor van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

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

E. A. Burke, vir Naudé, Thompson, Du Bruÿn & Burke, Prokureur vir Eiser, Reitzstraat 23, Kroonstad. 9499.

Saak 5018/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Kleinsake Ontwikkelingskorporasie Bpk.,** Eiser, en **N. T. Molosioa,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie, sal die volgende eiendom op Vrydag, 7 Oktober 1994 om 10:00, te die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Perseel 10335, geleë in die Kagisanong-dorpsgebied, distrik Bloemfontein, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL1087/1991, groot 2 094 vierkante meter; en

Perseel 10342, geleë in die Kagisanong-dorpsgebied, distrik Bloemfontein, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL1088/1991, groot 3 681 vierkante meter, bestaande uit 'n sakekompleks.

Die koper sal 10% (tien persent) van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 22ste dag van Augustus 1994.

L. C. Opperman, vir Vermaak & Dennis, Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Case 6422/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Lekitlane Harry Sehloho,** First Defendant, and **Maleshoane Martha Sehloho,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 17 August 1994 and a warrant of execution, the following property will be sold in execution without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 28 October 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 19458, situated in the Township Thabong, District of Welkom, measuring 253 (two hundred and fifty-three) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL9155/1990, known as 19458 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 7th day of September 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN160.)

Case 6680/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ndzimeni George Gwiba,** First Defendant, and **Linda Frances Gwiba,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 22 June 1993 and a warrant of execution, the following property will be sold in execution, without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 21 October 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 11825, Thabong, District of Welkom, measuring 331 (three hundred and thirty-one) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL4778/1988, known as 11825 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the 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 7th day of September 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL565.)

Saak 7207/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **L. Sithole,** Eerste Eksekusieskuldenaar, en **M. E. K. Sithole,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 8 Augustus 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 7 Oktober 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

(a) Eenheid 4 soos aangetoon en vollediger beskryf in Deelplan SS33/1985 in die gebou of geboue bekend as Tom Catwoonstelle, Reitzpark, Welkom (bekend as Tom Catwoonstelle 4), synde 'n woonstel gesoneer vir woondoeleindes alleenlik, groot 77 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel SB1144/91(4)(Eenheid).

Bestaande uit tweeslaapkamerwoonstel met sitkamer, kombuis, badkamer en motorafdak; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom van die grond en gebou of geboue, soos aangetoon en vollediger omskryf in die genoemde deelplan, toegewys aan die genoemde deel ooreenkomstig die deelnemingskwota van die genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel SB1144/1991(4)(Eenheid).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 30ste dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak 7134/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **T. C. Williams,** Eerste Eksekusieskuldenaar, en **A. B. D. Williams,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 5 Augustus 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 7 Oktober 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 1946, geleë te en bekend as Anglostraat 15, Bronville, Welkom, gesoneer vir woondoeleindes, groot 974 vierkante meter, gehou kragtens Transportakte T2680/89.

Verbeterings: 'n Vierslaapkamerwoonhuis bestaande uit sitkamer, woonkamer, eetkamer, studeerkamer, kombuis, badkamer en twee motorhuise.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 30ste dag van Augustus 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Case 6421/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Thabo Joseph Sejentu,** First Defendant, and **Pulane Elisa Sejentu,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 12 September 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 21 October 1994 at 11:00, at the Tulbach Street-entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 19945, situated in the Township of Thabong, District of Welkom, measuring 258 (two hundred and fifty-eight) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL13090/1990, known as 19945 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) 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 dat of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including Value-Added Tax 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 6th day of September 1994.

M. C. Louw, Attorney for Plaintiff, Daly & Neumann Inc., Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/ LVR/UN145.)

Case 2653/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Phillip Moiloa Motlabane Motlatla,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 21 April 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 14 October 1994 at 11:00, at the Tulbach Street-entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 18174, Thabong, District of Welkom, measuring 284 (two hundred and eighty-four) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL3426/1989, known as 18174 Thabong, District of Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including Value-Added Tax 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 5th day of September 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/ LVR/AL498.)

Saak 150/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CLOCOLAN GEHOU TE CLOCOLAN

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Frederick Charles Willcocks,** Eerste Verweerder, en **Margaretha Elizabeth Willcocks,** Tweede Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Clocolan en kragtens 'n lasbrief tot uitwinning gedateer 16 Augustus 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 7 Oktober 1994 om 10:00, te die Landdroskantoor, Dirkie Uysstraat, Clocolan, aan die hoogste bieër verkoop word, naamlik:

Sekere: Erf 459, geleë in die dorp en distrik Clocolan, groot 2 974 vierkante meter, geleë in die distrik Clocolan, gehou kragtens Transportakte T12047/1989.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig gelewer word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroskantoor, Ladybrand.

Geteken te Bethlehem op hierdie 30ste dag van Augustus 1994.

Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Case 2805/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Johan Griessel,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1730, situate in the Township Sasolburg (Extension 20), District of Parys, measuring 784 m^2, held by the Defendant under Deed of Transfer T9745/89, being 50 Delarey Street, Sasolburg.

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

The dwelling consists of: Entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, Unted Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72735/FCLS/Mr Brewer/lp.)

Case 1248/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mashele Abram Serapelo,** First Defendant, and **Sibonzile Sarah Serapelo,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrates Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 5011, Zamdela Township, District of Parys, measuring 415 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL10069/1990, beig 5011 Zamdela, Sasolburg.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94681/FCLS/Mr Brewer/djl.)

Case 4038/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Molahlehi Jeremiah Sefafe,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3093, Zamdela, District of Parys, measuring 268 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold L25/1983, being 3093 Zamdela, Sasolburg.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c., separate 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenth thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 28th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76479/FCLS/Mr Brewer/djl.)

Case 3965/93
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 **Mojalefa Samuel Modise,** First Defendant, and **Mokhobo Elizabeth Modise,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3988, Zamdela Township, District of Parys, measuring 395 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL1666/1986, being 3988 Zamdela, Sasolburg.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76377/FCLS/Mr Brewer/djl.)

Case 4037/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thikho Nation Manenzhe,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right ot leasehold in respect of Erf 4478, Zamdela Township, measuring 360 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL6769/91, being 4478 Zamdela, Sasolburg.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c., and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 1st day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76640/FCLS/Mr Brewer/lp.)

Case 2910/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mohlouwa Joseph Mbhele,** First Defendant, and **Manana Anna Mbhele,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 2047, Sasolburg Extension 2 Township, District of Parys, measuring 714 m^2, held by the Defendants under Deed of Transfer T15159/1991, being 24 Potgieter Street, Sasolburg.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72927/FCLS/Mr Brewer/djl.)

Case 2173/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Tompane John Leotlela,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The Right of Leasehold in respect of Erf 3034, Zamdela, District of Parys, measuring 268 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold L99/1984, being 3034 Zamdela, Sasolburg.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 28th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69493/FCLS/Mr Brewer/djl.)

Case 747/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Booi Johannes Tseeke,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3735, Zamdela, District Parys, measuring 383 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold L468/1984, being 3735 Zamdela, Sasolburg.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 28th day of July 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62961/FCLS/Mr Brewer/djl.)

Case 5337/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dirk Jacobus Johannes Nel,** First Defendant, and **Francina Jacoba Nel,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1560, Sasolburg Extension 1 Township, measuring 874 m^2, held by the Defendants under Deed of Transfer T9343/89, being 6 Papenfus Street, Sasolburg.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c., kitchen, garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 1st day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90750/FCLS/Mr Brewer/lp.)

Case 3436/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Khotzo Henderson Weeto,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court office, Baine Street, Sasolburg, on Friday, 7 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 Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3138, Zamdela Township, District Parys, Measuring 268 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL3138/1982, being 3138 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74807/FCLS/Mr Brewer/djl.)

Case 4036/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gerrit Johannes Jansen van Vuuren,** First Defendant, and **Michelle Estelle Jansen van Vuuren,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court office, Baine Street, Sasolburg, on Friday, 7 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 Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg.

Erf 1204, situated in the Town Sasolburg, District Parys, measuring 773 m^2, held by the Defendants under Deed of Transfer T7564/90, being 5 Peeter Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c, kitchen, garage and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 1st day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76620/FCLS/Mr Brewer/lp.)

Case 1426/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Trevor Grahame Wolters** (Identity Number 6403145138004), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court office, Baine Street, Sasolburg, on Friday, 7 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 Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg.

Erf 12776, Sasolburg Township (Extension 19) District Parys, measuring 833 m^2, held by the Defendant under Deed of Transfer T313/90, being 16 Camdeboo Street, Sasolburg.

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, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95111/FCLS/Mr Brewer/djl.)

Case 5404/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society), Plaintiff, and **Ntukule Qwelintaba,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Courts Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Stand 3139, Zamdela, District of Parys, measuring 268 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold L8/1983, being 3139, Zamdela.

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 18th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z60035/FCLS/Mr Brewer/djl.)

Case 4043/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Abraham Carel Erasmus,** First Defendant, and **Martha Louisa Erasmus,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Courts Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1360, situated in the Town Sasolburg Extension 1 Township, measuring 767 m^2, held by the Defendants under Deed of Transfer T10872/87, being 65 Hamelberg Street, Sasolburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, four bedrooms, two bathrooms/w.c., kitchen, garage, store and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76605/FCLS/Mr Brewer/lp.)

Case 1945/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Salomon Ignatius Senekal,** First Defendant, and **Maria Susanna Christina Senekal,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Courts Office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 10008, situated in the Town Sasolburg Extension 34, measuring 898 m^2, held by the Defendants under Deed of Transfer T7376/89, being 1 Edwin Conroy Street, Sasolburg.

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/shower, w.c., kitchen, garage, staff room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97331/FCLS/Mr Brewer/lp.)

Case 1425/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Erasmus Visser,** First Defendant, and **Johanna Susanna Visser,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Magistrate's Court office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12187, Sasolburg (Extension 12) Extension District Parys, measuring 863 m², held by the Defendants under Deed of Transfer T13118/1988, being 20 Pentz Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, store-room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95464/FCLS/Mr Brewer/djl.)

Case 994/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Hendrik Jacobus van Tonder,** First Defendant, and **Martha Magdalena van Tonder,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Magistrate's Court office, Baine Street, Sasolburg, on Friday, 7 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1030, Sasolburg (Extension 1) Township, District of Parys, measuring 1 095 m², held by the Defendants under Deed of Transfer T7594/1988, being 8 Hans van Rensburg Street, Sasolburg.

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, laundry, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93749/FCLS/Mr. Brewer/djl.)

Saak 12461/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Mnr. T. P. Metsing,** Eiser, en **Mnr, P. T. Ramokethi,** Verweerder

Ingevolge uitspraak van die Landdros tot geregtelike verkoping, kragtens lasbrief vir eksekusie gedateer 5 Augustus 1993, sal die ondergemelde goedere per openbare veiling op 7 Oktober 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein, deur die Balju aan die hoogste bieder verkoop word, naamlik:

Erf 3868 (geleë te Taustraat, Rocklands, Bloemfontein), groot 297 m².

A. J. Coetzer, vir Honey & Vennote, Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Posbus 29, Bloemfontein.

Saak 2134/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Mnr. L. J. Mofokeng,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 Julie 1994, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 7 Oktober 1994 om 09:05, voor die hoofingang van die Landdroshof, Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Perseel 1800, Seeisoville-uitbreiding 1, distrik Kroonstad, groot tweehonderd drie-en-sewentig (273) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Reg TL137/1989, beter bekend as Gelukwaarts 1800, Kroonstad, met alle verbeterings daarop.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees word, lê ter insae in die kantoor van die Balju en Podium Afslaers, Murraystraat, Kroonstad. Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

Geteken te Kroonstad op hede die 4de dag van Augustus 1994.

E. A. Burke, vir Naudé, Thompson, Du Bruÿn & Burke, Prokureurs vir Eiser, Reitzstraat 23, Kroonstad, 9499.

TRANSVAAL

Saak 5897/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **Bobby J. Sibanyoni,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 7 Oktober 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 5843, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 350 (driehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport van Huurpag TL88/91.

Losstaande baksteen en/of sementwoonhuis onder sinkdak/teëldak/asbesdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 5de dag van September 1994.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 4848/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **T. E. Maseko,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 7 Oktober 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 3399, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 268 (tweehonderd agt-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL60146/89.

Losstaande baksteen en/of sementwoonhuis onder sinkdak/teëldak/asbesdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 5de dag van September 1994.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

TRIDENT AUCTIONEERS CC

(Reg. No. CK93/06097/23)

LARGE SPLIT LEVEL HOME—OBSERVATORY

Duly instructed by the Liquidator of the company **Broadmark Construction (Pty) Limited,** in liquidation, Master's Ref. No. T2334/94, we will sell by public auction entirely without reserve, subject to confirmation and to the highest bidder on Thursday, 22 September 1994 at 10:00 sharp, on site being 23 Homestead Road, Observatory, Johannesburg, being:

Erf 712, Observatory, measuring 790 square metres. Upper level consists of entrance hall, lounge, dining-room, study leading onto large patio overlooking Bezuidenhout Park, super kitchen with ELO and hob and breakfast bar, three bedrooms, two bathrooms and main en suite (ceramic tiled). Lower level consists of an extra large entertainment area, place for Jacuzzi and separate toilet - all with ceramic tiled floors. Double garage, maids' quarters with full bathroom. The house is very well secured with burglar bars, security gates and high perimeter walls.

Directions: From Rockey Street, Johannesburg (which becomes Observatory Road) - at Bezuidenhout Park - turn right into Homestead Road.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer. The balance payable in 30 days from confirmation by means of cash or suitable bank-guarantees. Subject to seven (7) days confirmation.

Viewing: Wednesday, 21 September 1994 from 09:30 to 16:00.

For further information please contact the auctioneer, Brian Bolton at (011) 888-6071.

Trident Auctioneers CC, 1 Gondola Avenue, Robindale, Randburg, 2194; P.O. Box 1209, Pinegowrie, 2123. [Tel. (011) 888-6071, (011) 782-6739.] [Fax. (011) 782-6739.]

PLUS AFSLAERS

VEILING VAN BOEDEL WYLE, **L. EN C. P. F. OLIVIER,** MEESTERSVERWYSINGSNOMMER T2223/94

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling op 19 September 1994 om 11:00.

Gedeelte 49, van die Erf 1042, Fochville.

Voorwaardes: Twintig persent (20%) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslaers. [Tel. (011) 475-5133.]

PINE KRITZINGER AFSLAERS BK

In opdrag van die Kurator in die insolvent boedel **S. J. Wiese,** Boedelnommer 1174/94, verkoop ek in my hoedanigheid as Pine Kritzinger Afslaers BK per publieke veiling by my perseel te Teaklaan 11, Klerkindustria, Klerksdorp op 30 September 1994 om 10:00, die volgende bates:

1. General electric yskas/vrieskas, twee lessenare en vier kantoorstoele, twee boekrakke, twee skilderye, twee enkel skoolbanke, twee bedkassies, dubbelbed met twee kassies, vier tafels, stoel, verskeie muurbehangsels, twee trollies, trapleertjie, vier tuinstoele, drie los kussings, Quarts muurhorlosie, twee kabinette, Venus muurhorlosie, mandjie, drie Puff kussings.

Voorwaardes: Voetstoots, BTW op kommissie betaalbaar. Kontant of bankgewaarborgde tjeks.

Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. [Tel. (018) 462-9550/1.]

HOËVELD AFSLAERS (EDMS.) BEPERK

(Afdeling van Foodcorp Bedrywe)

(Mky Reg. No. 55/01198/06)

INSOLVENTE BOEDELVEILING

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **Francois Cronje,** Meestersverwysing No. T2380/94, sal ons die volgende slaghuis toerusting per openbare veiling te koop aanbied op die perseel bekend as Meat O'Rama op die hoek van Eeufeesstraat en Gedenklaan, Bethal, en die vaste eiendom te Du Plooystraat 104, Bethal, op Vrydag, 23 September 1994.

Slaghuis toerusting om 10:00: Twee vlekvrye staaltafels, drie-deur kombuiskas, nege wit plastiese vleisbakke, twee plastiese snyborde, Okto bandsaag, Mop droër, hoeveelheid plastiese voorskote, twee pare Gumboots, hoeveelheid losgoed, groot hoeveelheid bandsaaglemme, lessenaar, vier staanwaaiers, staal biltong hangrak, vier vlekvrye staal tafels, staalkabinet, twee staalkabinette, Supra Columbit vleismeule, vlekvrye staal worsstopper, elektriese papierverpakker, hoeveelheid kruie, twee plastiese baddens, stoel, twee plastiese asdromme, plastiese 200ℓ drom, koelkamers 25 vierkante meter (Coe Mar) 23,04 m², twee staal biltong hangrakke, ECR 1000 kasregister, Casio kasregister 2202 ER, elektroniese toonbankskaal, brandblusser, Best Collection waterverkoeler, toonbankstoel, Berg vertoonyskas (oop), staaltafel, Olympic vertoonyskas, twee advertensierakke, Multivac vakuumverpakker, twee vlekvrye staaltafels, hoeveelheid plastieksakke, F H Bandsaag, biltongkerwer, vleisbeukmasjien, Okto hangskaal, Avery elektroniese skaal, Coe Mar toonbankvrieskas, twee kasregister toonbanke, vlekvrye staal draaihek met tralies, twee toonbanke, Coe Mar Oop-toonbank vrieskas, vertoonyskas, koeltrok Toyota Dyna 1973, Ishida label skaal en 9 mm pistool.

Vaste eiendom om 11:30: Erf 356, bekend as Du Plooystraat 104, Bethal. Die eiendom is goed verbeter met 'n drie slaapkamer woonhuis, sit-/eetkamer, kombuis met kaste en ooghoogte oond, badkamer en aparte toilet. Dubbelmotorhuis en bediendekamer. Die eiendom is in 'n goeie woongebied geleë.

Verkoopvoorwaardes:

Vaste eiendom: 15% (vyftien persent) van die koopprys kontant op dag van die veiling, en vir die balans 'n bankwaarborg tjek of waarborg van 'n erkende bankinstelling binne 30 dae vanaf datum van bekragtiging. Losbates en toerusting kontant of dag van veiling. Alle voorwaardes van verkoop lê ter insae by die prokureurs Lou van der Merwe, Markstraat, Bethal.

Afslaersnota: Ons het alles gaan besigtig en kan bevestig dat die woonhuis in goeie toestand verkeer en dat die slaghuis toerusting goeie gebruikte toerusting is.

Die veiling word gehou in samewerking met Ross Afslaers, Bethal.

Volgorde van veiling: Eerste alle losbates en toerusting om 10:00. Vaste eiendom om 11:30 (stiptelik).

Nadere besonderhede van die Kurator, Jaap Oelofsen Trustees, Posbus 5141, Horison, 1730. [Tel. (011) 760-3109.], of van Ross Afslaers, Markstraat, Bethal. [Tel. (01361) 5882/3.], na-ure Corni van der Merwe. [Tel. (01361) 3723.], of van Hoëveld Afslaers (Edms.) Bpk., Posbus 1029, Ermelo. [Tel. (01341) 9-7423/4/5.], na-ure Jannie Joubert. [Tel. (01341) 4195.]

PHIL MINNAAR BK, AFSLAERS

(Reg. No. CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN NETJIESE WOONHUIS TE RIETFONTEIN—PRETORIA

In opdrag van die Kurator in die insolvente boedel **G. C.** en **A. C. S. du Preez,** Meestersverwysing T1665/94, verkoop ons ondergenoemde eiendom per openbare veiling op Maandag, 26 September 1994 om 11:00.

Plek van veiling: 23ste Laan 629, Rietfontein, Pretoria.

Beskrywing: Gedeelte 1 van Erf 333, Rietfontein, ook bekend as 23ste Laan 629, Rietfontein, Pretoria, Registrasieafdeling JR, Transvaal, groot 1 276 m².

Verbeterings: Hierdie staan sinkdak woning bestaan uit sit-/eetkamer, TV-kamer, kombuis, badkamer, twee slaapkamers, enkel toesluit motorhuis met werkskamer, motorafdak, plaveisel, gevestigde tuin en ommuur.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word binne 45 dae na bekragtiging.

Besigtiging: Daagliks tussen 08:00 en 16:00.

Navrae: 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.]

BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS

Favoured with instructions by the Trustee in the insolvent estate **F. J. van Niekerk,** T1952/94, we will sell by public auction:

Comfortable Northern Suburb four-bedroomed home with pool and bore-hole, on Wednesday, 21 September 1994 at 11:00, to be sold on site 712 12th Avenue, Wonderboom South, Pretoria.

Show viewing: Sunday, 18 September 1994 from 14:00 to 17:00.

Terms: 10% (ten per cent) deposit plus 3,42% (three comma four two per cent) buyer commission on fall of the hammer, balance within 30 days from date of confirmation.

Bernardi Auctioneers/Appraisers/Estate Agent, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Lydenburg op 5 Oktober 1994 om 10:00 voor die Landdroskantoor te Lydenburg die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE van die plaas RICHMOND 370, Registrasie Afdeling K.T., Transvaal;

GROOT: 627,8368 hektaar

Blykens Akte van Transport T10510/1981

in die naam van **PIETER LAFRAS ERASMUS JOUBERT**

Ligging van hierdie eiendom:—

60 km wesnoordwes van Lydenburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Pomphuis. Veekerend omhein en verdeel in kampe. Klein Dwarsrivier, 2 opgaardamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AEAB 01173 01G 02G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 8 September 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, POTGIETERSRUS op 7 Oktober 1994 om 11:00 voor die Landdroskantoor te NABOOMSPRUIT die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 2 (WELVERDIEND) van die plaas HAAKDOORNBULT 545, Registrasie Afdeling K.R., Transvaal;

GROOT: 256,9596 Hektaar

Blykens Akte van Transport T24122/1981

in die naam van **JEECEE BOERDERY BK**

Ligging van hierdie eiendom:—

65 km suid van Potgietersrus

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Gedeeltelik veekerend omhein. Boorgat.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AFAA 02244 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 7 September 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, POTGIETERSRUS op 7 Oktober 1994 om 10:00 voor die Landdroskantoor te NABOOMSPRUIT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) RESTERENDE GEDEELTE van die plaas HAAKDOORNBULT 545, Registrasie Afdeling K.R., TRANSVAAL

GROOT: 85,6532 hektaar

(2) GEDEELTE (5) (SONOP) van die plaas HAAKDOORNBULT 545, Registrasie Afdeling K.R., TRANSVAAL

GROOT: 171,3064 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T12252/1978

(3) GEDEELTE 4 (ONS HOOP) van die plaas HAAKDOORNBULT 545, Registrasie Afdeling K.R., TRANSVAAL

GROOT: 240,1816 hektaar

Eiendom (3) blykens Akte van Transport T12253/1978

in die naam van **L.M.E. Boerdery BK**

Ligging van hierdie eiendomme:—

65 km suid van Potgietersrus

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, staalstoor, stoor met buitekamers en 3 arbeidershuise. Gedeeltelik veekerend omhein en verdeel in kampe. 5 Boorgate en sinktenk.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AFAA 02243 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 8 September 1994.

TRAKMAN'S AUCTION SALES

Instructed thereto by the Joint Liquidators of **Republic Tranarmco (Pty) Ltd,** in liquidation, Master's Ref. T2864/94, we will sell the assets at the site 3 Van Lingen Street, Industries, East Germiston, on Monday, 26 September 1994 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. [Tel. (011) 614-7135.]

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE **J. DELAREY** AND **A. M. CONRADIE,** MASTER'S REFERENCE No. T2418/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 490 Laurie Street, Elarduspark Extension 1, District of Pretoria, Transvaal, on Wednesday, 21 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 **M. E. BENADE,** MASTER'S REFERENCE No. T2694/94

INSOLVENT ESTATE **D. BENADE,** MASTER'S REFERENCE No. T2695/94

Duly instructed by the Trustee in the above-mentioned insolvent estates, we will sell by public auction, on site at 3 Edward Street, Witfield, District of Boksburg, Transvaal, on Wednesday, 21 September 1994, commencing at 10:30, a four-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 **N. J. HUMAN,** MASTER'S REFERENCE No. T2456/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 15 Sederweg, Elandsrand, District of Brits, Transvaal, on Thursday, 22 September 1994, commencing at 10:30, a four-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 **F. V. S. CRAWFORD,** MASTER'S REFERENCE No. T925/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 12 Korhaan Road, Sunward Park, District of Boksburg, Transvaal, on Monday, 19 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 **J. AND J. P. RAS,** MASTER'S REFERENCE No. T959/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Apartment 31, Mayvillas (North Block), 852 Paul Kruger Street, Mayville, District of Pretoria, Transvaal, on Tuesday, 20 September 1994, commencing at 10:30, a two-bedroomed apartment.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **F. J.** en **A. M. Prinsloo,** sal die ondervermelde eiendom aangebied word op 17 September 1994 om 11:00, te die eiendom self.

Die eiendom bekend as Erf 422, Graskop, beter bekend as die eiendom geleë op die hoek van Voortrekker- en Kerkstraat, Graskop.

Verbeterings: Drie slaapkamers met ingeboude kaste, badkamer met stort, toilet apart, kombuis met ingeboude houtkaste, sit- en eetkamer, enkelmotorhuis en buitekamer.

Afslaersnota: Rigtingwysers sal aangebring word op dag van veiling.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskap-waarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapskoerse.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na ure).

PHIL MINNAAR BK, AFSLAERS

(Reg. No. CK93/29245/23)

BESTORWE BOEDELVEILING VAN NETJIESE HOEWE MET TWEE WONINGS IN DIE SONNIGE KLIMAAT VAN MONTANA-LANDBOUHOEWES—PRETORIA

In opdrag van die Eksekuteur in die bestorwe boedel **J. J. Janse van Rensburg,** Boedelnommer 5114/94, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Woensdag, 28 September 1994 om 10:00.

Plek van veiling: Hoewe 71, Rooibosstraat, Montana-landbouhoewes.

Beskrywing van eiendom: Hoewe 71, Montana AH, Pretoria, Registrasieafdeling JR, Transvaal, groot 2,1345 ha.

Verbeterings:

Hoofwoning: Hierdie staan/sinkdak woning bestaan uit vier slaapkamers, badkamer, sitkamer, eetkamer, kombuis, aparte opwasarea, dubbel toesluit motorhuis en toegeruste boorgat.

Tweede woning: Hierdie plat sinkdakwoning bestaan uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, TV-kamer, kombuis met ontbythoekie, ontspanningskamer met borrelbad, waskamer, gevestigde tuin, toesluit motorhuis en toegeruste boorgat.

Woonstel: Bestaan uit 'n slaapkamer, sitkamer, kombuis, badkamer en aparte toilet.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Skakel mev. Steyn vir afspraak by (012) 328-4024 kantoorure.

Navrae: 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.]

PHIL MINNAAR BK, AFSLAERS

(Reg. No. CK93/29245/23)

BESTORWE BOEDELVEILING VAN NETJIESE SIMPLEKS WOONSTEL IN GESOGTE WOONGEBIED, BRONBERRIK—VERWOERDBURG

In opdrag van die Eksekuteur in die bestorwe boedel **H. Steyn,** Boedelnommer 714/94, verkoop ons die ondervermelde eiendom per openbare veiling ter plaatse op Dinsdag, 27 September 1994 om 11:00.

Plek van veiling: Montrosewoonstelle 4, Galwaystraat 283, Bronberrik, Verwoerdburg.

Beskrywing van eiendom: Eenheid 4 van Skema SS Montrose 230, Bronberrik, Verwoerdburg, groot 105 m^2.

Verbeterings: Hierdie staan/teëldak woonstel bestaan uit sit-/eetkamer, kombuis, twee slaapkamers, badkamer, aparte toilet, matte, diefwering, plaveisel, toesluit motorhuis en motorafdak.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 30 dae na bekragtiging.

Besigtiging: Skakel Mnr. Pretorius vir afspraak by (012) 660-2536 alle ure.

Navrae: 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.]

PHIL MINNAAR BK, AFSLAERS

(Reg. No. CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE RUIM EKSKLUSIEWE WONING MET BUITENGEWONE UITSIG EN ONTHAALGERIEWE TE PRETORIA-NOORD

In opdrag van die Kurator in die insolvente boedel **I. T. Steyn,** Meestersnommer T2003/94, verkoop ons ondergenoemde eiendom per openbare veiling op Vrydag, 30 September 1994 om 11:00.

Plek van veiling: Ben Viljoenstraat 90, Pretoria-Noord.

Beskrywing van eiendom: Gedeelte 1 van Erf 1567, Pretoria-Noord, ook bekend as Ben Viljoenstraat 90, Pretoria-Noord, groot 1,4777 ha.

Verbeterings: Ingangsportaal met gaste toilet, drie-vlak woning met ruim aparte sit- en eetkamer, familiekamer, hoofslaapkamer met aantrekkamer, ruim badkamer en aparte balkon, twee slaapkamers met volle badkamer, studeerkamer met ingeboude hout muureenheid, werkskamer, kombuis met houtkaste, aparte opwasarea en ooghoogte oond.

Onderste vlak: Groot onthaalarea met aantrekkamers sowel as kantoorruimte. Houtafwerking deurgans.

Buitegeboue: Dubbelmotorhuis en afdakke, bediendekamer met geriewe asook aparte lapa, werksafdak met baie ruim ateljee. Swembad en braai geriewe, plaveisel, gevestigde tuin en ommuur.

Afslaersnota: Geleentheid wat nie misgeloop moet word nie.

Besigtiging: Skakel mnr. Steyn Tel. (012) 546-5196 om afspraak.

Terme: 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

Afslaers kommissie: 'n Gedeelte is deur koper betaalbaar.

Verdere inligting: Skakel Martin Pretorius (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Fax. (012) 322-9263.]

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **M. Steyn,** Master's Ref. T299/94, we shall sell subject to seven (7) days confirmation:

Neat three bedroom single-storey dwelling, brick under tile, being Erf 2262, Blairgowrie, Randburg, measuring 861 square metres and situated at 75 Morell Road.

Sale takes place on the spot on 20 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 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 in the insolvent estate **M. R. Kruger,** Master's Ref. T498/94, we shall sell subject to seven (7) days confirmation:

Paddington Nursery School and Creché, being Erf 222, New Redruth, Alberton, measuring 1 983 square metres and situated at 25 Telawarren Street.

Sale takes place on the spot on 22 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 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.]

TRITON PROPERTIES (PTY) LTD

(Reg. No. 66/08826/07)

LIKWIDASIE VEILING VAN LANDBOUHOEWE (GEBRUIK AS KWEKERY) TE POMPAGALANA, DISTRIK TZANEEN, OP 27 SEPTEMBER 1994 OM 10:00, OP DIE PERSEEL

Behoorlik daartoe gemagtig deur die Likwidateur van **C. W. Spring Construction BK,** in likwidasie, Meester No. N241/94, word die volgende eiendom op openbare veiling te koop aangebied.

Vaste eiendom: Plot 27, Pompagalana-landbouhoewe, distrik Tzaneen, Registrasieafdeling LT, Transvaal, groot 2,1265 ha.

Verbeterings: Twee skadunetstrukture. Eiendom bestaan uit vyf terasse.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Afslaersnota: Hierdie hoewe is geleë in 'n eksklusiewe area plus minus 3 km vanaf Tzaneen se sakedeel. Die hoewes word met 'n teerpad bedien.

Navrae: Dudley McCormick. [Tel. (031) 709-0955.]

Navrae: Koos van Rensburg.

MANNIE AUCTIONEERING COMPANY

JO STEL CC, IN LIQUIDATION, No. T2465/94, TRADING AS IMPALA BUTCHERY

Duly instructed by the Liquidator in the above matter we will sell by public auction on the spot, Impala Butchery, 6 Reading Road, Evander, on Thursday, 22 September 1994 at 10:30, the following:

Entire contents of very well equipped wholesale butchery, office furniture and equipment.

Terms: Only cash or bank-certified cheques.

On view day prior to sale.

Subject to change without prior notice.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

AUCOR (PTY) LTD

CASTO AUTO CC, IN LIQUIDATION, MASTER'S REFERENCE No. T2302/94

LIQUIDATION SALE OF PANELBEATING SHOP

SPARES, HANDTOOLS, COMPRESSORS, BENCHES, SPRAYBOOTH, CARS, TRUCKS, LDV'S AND FORKLIFTS

On site 26 Doveton Street, Westonaria, on Tuesday, 20 September 1994 at 10:30.

Duly instructed by the Provisional Liquidator in the above matter the Aucor Group will sell without reserve the above:

For further details please phone the auctioneers.

View: Day prior to the sale.

Terms: R2 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid (bank or bank-guaranteed cheque) on the day of the sale. All bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION, TWO BEDROOM FLAT, COVERED PARKING, VERWOERDBURG

Duly instructed by the Trustee in the insolvent estate **G. T. L. MacGregor,** Master's Reference No. T1534/93, we will sell on Wednesday, 28 September 1994 at 11:00, on site 42 Loucharl, Randkantsingel, Verwoerdburgstad.

Two bedrooms with built-in cupboards, lounge cum dining-room, open-plan kitchen, bathroom and seperate w.c.

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.]

MEYER AFSLAERS BK

(Reg. No. CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN RUIM FAMILIE WONING ASOOK TWEE INDUSTRIËLE ERWE TE MEYERVILLE, STANDERTON

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **L. R.** en **J. P. du Toit,** Meestersverwysings Nos. T460/93 en T461/93.

Verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendomme:

1. Resterende Gedeelte van Erf 468, geleë te Britsstraat 3, Meyerville, Standerton, Registrasieafdeling HS, Transvaal, grootte 6 739 vierkante meter.

Verbeterings: Vier slaapkamers, badkamer, toegeboude stoep, sitkamer, eetkamer, kombuis, waskamer plus aparte woonstel.

Plek: Op die perseel, Britsstraat 3, Meyerville, Standerton.

Datum en tyd: Woensdag, 28 September 1994 om 11:30.

Afslaersnota: Baie goed geleë naby besigheidskompleks en snelweg.

2. Erwe 861 en 862, geleë te Van Veenstraat 5, Industriële Gebied, Standerton.

Grootte:

Erf 861: 3 346 vierkante meter.

Erf 862: 3 470 vierkante meter.

Afslaersnota: Geskik vir "Scrapyard" of soortgelyke besigheid.

Plek: Op die perseel, Van Veenstraat 5, Meyerville, Standerton.

Datum en tyd: Woensdag, 28 September 1994 om 12:30.

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslaers.

Verdere navrae: Kontak Anna van der Watt, Meyer Afslaers/Eiendomsagente. [Tel. (012) 323-7821 of (012) 45-4835 (na ure).] [Faks. (012) 324-5119.] (Cell No. 0824483932.)

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **H. P. SMIT,** MASTER'S REFERENCE No. T2461/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot 3 Lille Road, Delville, Germiston, on Thursday, 29 September 1994 at 10:30, the following:

Three-bedroomed home, Delville, Germiston, lounge with fireplace, main bedroom with bathroom en suite.

Certain Stand 166, situated at 3 Lille Road, Delville, Germiston, measuring approximately 1 127 square metres upon which is erected a residence comprising entrance, lounge with feature fireplace, dining-room, kitchen, pantry, three bedrooms (main with bathroom en suite), second bathroom, maid's room, two rooms and bathroom and patio.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **LYNN VAN DER NET,** MASTER'S REFERENCE No. T2415/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot 13 Hennops Street, Brackendowns, Alberton, on Friday, 30 September 1994 at 10:30, the following:

Comfortable three-bedroomed family home with study and pool, Brackendowns.

Certain Erf 1546, situated at 13 Hennops Street, Brackendowns, Alberton, measuring approximately 1 000 square metres upon which is erected a residence comprising lounge, dining-room, study/bar, fitted kitchen, three bedrooms (main with bathroom en suite), second bathroom, brick-paved patio, patio with slasto floor, brick-paved driveway, garage, carport, maid's room, toilet, attractive garden and pool.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Tuesdays from 10:30 to 14:30.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **J. P. ROUX,** MASTER'S REFERENCE No. T242/94

Duly instructed by the Trustee in the above matter we will sell by public auction on the spot 38A Terrace Road, Eastleigh, Edenvale, on Thursday, 29 September 1994 at 12:00, the following:

Very large home with pool, family room and playroom with bar and four room office/playroom section, Eastleigh, Edenvale.

Certain Remaining Extent of Erf 158 situated at 58A Terrace Road, Eastleigh, Edenvale, measuring approximately 1 484 square metres upon which is erected a large residence built of plastered brick under a tiled roof comprising entrance hall, lounge, dining-room, enormous family room, kitchen, four bedrooms (main with bathroom en suite), second bathroom, tiled playroom/office section made up of four rooms with a sliding door leading to brick-paved driveway/entrance, large room with fitted bar, store-room, toilet, precast walling, established garden and attractive pool.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **PIETER GROBLER,** MASTER'S REFERENCE No. T1939/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot 787 Cascades Road, Little Falls Extension 1, on Monday, 26 September 1994, as follows:

Two houses, Little Falls:

At 10:30 on the spot 760 Waterval Road, three-bedroomed home.

Certain Stand 309, situated at 760 Waterval Road, Little Falls Extension 1, measuring approximately 1 018 square metres upon which is erected a residence built of plastered brick under a tiled roof comprising lounge/dining-room, kitchen, three bedrooms with built-in cupboards, bathroom, brick-paved patios and driveway.

Now on view, watchman in attendance.

At 11:30 on the spot 787 Cascades Road, two-bedroomed home.

Certain Stand 567, situated at 787 Cascades Road, Little Falls Extension 1, measuring approximately 1 036 square metres upon which is erected a residence built of plastered brick under a tiled roof comprising lounge/dining-room, open-plan kitchen, two bedrooms, bathroom, double carport, brick-paved patios and driveway.

Now on view, watchman in attendance.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **JOHN OWEN McELHONE,** MASTER'S REFERENCE No. T2497/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot, 30 Prince Alfred Avenue, Rynfield Extension 11, Benoni, on Monday, 3 October 1994 at 10:30, the following:

Three-bedroomed home, Rynfield, Benoni.

Certain Erf 2297, situated at 30 Prince Alfred Avenue, Rynfield Extension 11, Benoni, measuring approximately 824 square metres upon which is erected a house built of face brick under a tiled roof comprising lounge, dining-room, open-plan kitchen, three bedrooms (main with bathroom en suite), second bathroom and double garage.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

MANNIE AUCTIONEERING COMPANY

PRESENT SHOPFITTERS (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE No. T2852/94

Duly instructed by the Provisional Liquidator in the above matter we will sell by public auction on the spot 122 Main Street, Witfield, Boksburg, on Monday, 3 October 1994 at 12:00, the following:

Comfortable family home, Witfield, four bedrooms, main bedroom with bathroom en suite and carpeted throughout.

Certain Portion 5 of Erf 134, situated at 122 Main Street, Witfield, Boksburg, measuring approximately 1 015 square metres upon which is erected a home built of plastered brick under a tiled roof comprising entrance hall, large lounge/dining-room, guest cloakroom, fitted kitchen with scullery section, four bedrooms, (main with fully tiled bathroom en suite), second fully tiled bathroom, double garage, staff quarters with toilet and shower.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Saturdays 10:30 to 14:30.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

CONSILIOR (EDMS.) BPK.

INSOLVENTE BOEDELVEILING OP VRYDAG, 23 SEPTEMBER 1994 OM 11:00, TE PROTEASTRAAT 30, KINROSS

In opdrag van die Kurator, insolvente boedel **A. Fiorotto,** Meestersverwysings No. T1006/94, word die volgende puik eiendomme per veiling aangebied:

Roete: Vanaf Bethal, draai eerste straat regs en kyk vir Consilior wegwysers.

1. Erf 1284, Kinross, bekend as Proteastraat 30, Kinross, bestaande uit woonhuis van 165 m^2, drie slaapkamers, twee badkamers, sitkamer/eetkamer, kombuis en motorhuis.

2. Erf 160, Oosthuizenstraat, Charl Cilliers (Secunda). Onbeboude erf van ± 3 000 m^2.

Voorwaardes van verkoop:

1. 10% (tien persent) deposito kontant of bankgewaarborgde tjek, plus afslaerskommissie met toeslaan van bod.

2. Verkoping is onderhewig aan bekragtiging.

3. Vir balans van koopprys moet goedgekeurde waarborge gelewer word binne 30 dae.

4. Okkupasie op dag van bekragtiging.

Navrae: Consilior (Edms.) Bpk., Ermelo. Frik de Jager [Tel. (01341) 91-1066.] (na ure) [Tel. (01341) 5717.]

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WODEHOUSE op 7 Oktober 1994 om 10:00 voor die Landdroskantoor te DORDRECHT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 4 (ENDWELL) van die plaas LEEUWE FONTEIN nr. 113 in die Afdeling Wodehouse

GROOT 627,4528 hektaar

Eiendom (1) blykens Akte van Transport T17355/1972 in die naam van WINSTON ERIC MOORCROFT

(2) Gedeelte 2 van die plaas LEEUWE FONTEIN nr. 113 in die Afdeling Wodehouse

GROOT 838,2533 hektaar

Eiendom (2) blykens Akte van Transport T18756/1960 in die naam van E. H. MOORCROFT & SONS CC

Ligging van hierdie eiendomme:—

14 km noordwes van Dordrecht

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1):

Woonhuis. Veekerend omhein en verdeel in kampe. 2 Boorgate, 2 reservoirs, 6 drinkbakke, 2 grondveesuipingsdamme en verskeie fonteine. Jakkalskopspruit vloei deur die eiendom.

Eiendom (2):

2 Woonhuise, stoorkamer, perdestalle en stoorkamers met afdak, melkstal, 3 silo's, 4 motorhuise met stoorkamers, skeerskuur, lusernskuur, veeskuur en 7 arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, 4 reservoirs, 12 drinkbakke, verskeie fonteine, grondveesuipingsdam en 2 grondbesproeiingsdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooporeenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCBB 01930 02G 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 8 September 1994.

NATAL

ZULULAND AUCTIONEERS

INSOLVENSIE VEILING

In opdrag van die Kurator in die insolvente boedel van **C. J. Smit,** Meestersverwysingsnommer N54/94, sal ek verkoop te Ou Suikermeule perseel, Empangeni, die volgende goedere:

Hoeveelheids beskrywing: Klein yskas, ingeduik en gekrap, klein kleur televisie stel, bed, matras, allerlei sigaret aanstekers, stel Dunlop golf stokke en sak, PVC tafel en vier PVC stoele, drank bestaande uit 35 bottels Whisky insluitende Bells Royal versameling en 9 mm revolwer.

Bonanza Auctioneers, TML-huis 106, Unionstraat, Posbus 1454, Empangeni.

BONANZA AUCTIONEERS

INSOLVENSIE VEILING

In opdrag van die Kurator in die insolvente boedel van **C. J. D. Smit,** Meestersverwysing N54/94, sal ek verkoop te Erf 17, Laaiplek Dorp, Velddrif, die volgende goedere:

Hoeveelheids beskrywing:

Lot 16, Laaiplek Dorp, in the Municipal Area of Velddrif, District of Piketberg, in extent 773 square metres; and

Lot 17, Laaiplek Dorp, in the Municipal Area of Velddrif, District of Piketberg, in extent 773 square metres, held under Deed of Transfer T57207/1983.

Bonanza Auctioneers, TML-huis 106, Unionstraat, Posbus 1454, Empangeni.

TVL AUCTIONEERS

AUCTION

Duly authorised thereto by the Trustee in the insolvent estate of **A. T. Scheepers,** Master's Reference T1215/94, the following fixed property will be sold per public auction without reserve as more fully set out hereunder:

Friday, 23 September 1994 at 13:00.

Place: Subdivision 291 of the farm Kafirdrift 906.

Description of property: The property is situated on the National Road approximately midway between Pietermaritzburg and Durban and enjoys a long frontage on the said road. The land is at its highest boundary on the National Road. The land is generally suitable for grazing but a considerable area is suitable for cultivation. Very little of the land is actually steep, in extent 61,1772 hectares.

Improvements: A modern well built cottage consisting of two bedrooms, large lounge with dining-room area, fitted kitchen and full bathroom. There are two large undercover work areas consisting of IBR roofing on steel supports. Both of which are in good condition. A modern well built factory approximately 500 m^2. The water supply is from a spring some distance from the homestead and factory area, water is piped by gravity to the building. There is a stream with large pools on the Northern boundary.

Directions: Take the National Toll Road from Durban to Pietermaritzburg through the Mooirivierplaza. Take offramp to Hammarsdale and follow auctioneer's directions.

Terms: Deposit of 15% (fifteen per cent) on close of bid and balance by acceptable bank or building society guarantee within 30 days. Offer is subject to a 7 (seven) days confirmation period.

Conditions of sale: Conditions of sale are lying for inspection at the offices of the auctioneers.

Voetstoots: Property is sold voetstoots.

Inspection: The property may be inspected from one hour before the auction or on appointment with the auctioneers.

Auctioneer's note: A opportunity not to be missed.

Enquiries: Phone André Döman at (01311) 5-0216/7/8 and Fax (01311) 5-0802.

TVL Auctioneers, 20A Kruger Park Street, White River, 1240.

ORANJE-VRYSTAAT
ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Parys op 12 Oktober 1994 om 10:00 voor die Landdroskantoor te Parys die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van Onderverdeling 2 van die plaas WITFONTEIN 398, distrik Parys

GROOT: 131,1638 hektaar

(2) Onderverdeling 1 van die plaas WITFONTEIN 398, distrik Parys

GROOT: 247,9660 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T176/1971

in die naam van GERDARIEN OOSTHUIZEN

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2): 15 km noordoos van Parys

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2): 2 Woonhuise, dubbelmotorhuis, 2 rondawels, melkstal, staalstoor, stoor, buitekamers en 5 kuilvoertorings. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 sink opgaartenks, gronddam en fonteine.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: BCAJ 03209 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 8 September 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Koppies op 7 Oktober 1994 om 10:00 voor die Landdroskantoor te Koppies die ondergemelde eiendom by publieke veiling verkoop:—

Restant van Onderverdeling 1 (MAKOUPAN) van die plaas RIETKUIL 122, distrik Koppies

GROOT: 207,5120 hektaar

Blykens Akte van Transport T5888/1989

in die naam van BAREND JOHANNES DU PLESSIS

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

20 km noordwes van Koppies

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, melkstal, staalstoor, motorhuis, voerkamer, 4 arbeidershuise en dubbel motorhuis met was- en strykkamer. Geheel veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme en opgaartenk.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAF 03913 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 8 September 1994.

CLAUDE REID

BOEDELVEILING VAN ERF 1150, BRONVILLE-UITBREIDING 6, DISTRIK VENTERSBURG

Gelas daartoe deur die Eksekuteur in die boedel van **A. A. Rooi** en **G. J. Rooi,** sal ons die ondergemelde eiendom per publieke veiling verkoop op die perseel te Erf 1150 (Uitbreiding 6), geleë in die dorpsgebied Bronville, distrik Ventersburg, op Vrydag, 23 September 1994 om 12:00.

Eiendom: Die eiendom wat aangebied word is sekere Erf 1150 (Uitbreiding 6), groot 300 (driehonderd) vierkante meter en geleë te Auroastraat 1150, Bronville, Welkom.

Verbeterings: Die verbeterings bestaan uit 'n woonhuis met 'n sitkamer, eetkamer, kombuis, badkamer en toilet, drie slaapkamers en 'n enkel motorhuis.

Terme: 10% (tien persent) op veiling en aanvaarbare bank- of bougenootskapwaarborg vir die balans koopprys binne 21 dae na bekragtiging. Volledige verkoopvoorwaardes sal egter net voor die veiling in die openbaar uitgelees word.

Roerende goedere: Panasonic TV, stoof, sitkamerstel en twee slaapkamerstelle.

Claude Reid, United-gebou, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.]

BELANGRIKE AANKONDIGING

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

WETLIKE KENNISGEWINGS 1994
GOEWERMENTSKENNISGEWINGS

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 1994
GOVERNMENT NOTICES

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

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.

2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Afrikaans EERSTE geplaas.

3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deugaans behou vir die duur van die sitting.

4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

———oOo———

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.

2. For the period 1 October 1994 to 30 September 1995, Afrikaans is to be placed FIRST.

3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.

4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

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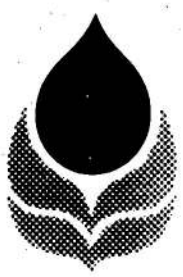
Don't abuse  it.

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