

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 351

PRETORIA, 23 SEPTEMBER 1994

No. 15980

WETLIKE KENNISGEWINGS

LEGAL NOTICES

B

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

LYS VAN VASTE TARIEWE
EN
VOORWAARDES
VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE
STAATSKOERANT

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing*

R

BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	15,10

Nie-gestandaardiseerde kennisgewings

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

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

LIST OF FIXED TARIFF RATES

*Rate per
insertion
R*

Standardised notices

ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	12,60
BUSINESS NOTICES	30,00
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	25,20
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	15,10
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	7,40

Non-standardised notices

COMPANY NOTICES:

Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	57,60
Declaration of dividend with profit statements, including notes	132,60
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	200,30

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES

45,20

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

All provinces appear on the first Friday of each calendar month	42,70
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(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, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	200,30
Extension of return date	25,20
Supersessions and discharge of petitions (J 158)	25,20

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYPE 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 sluitingstipe vir die aanname van kennisgewings soos van tyd tot tyd in die *Staatskoerant* bepaal.

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir

WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS **1994**

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

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

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

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

IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for

LEGAL NOTICES
GOVERNMENT NOTICES **1994**

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

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

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

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

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

GEREGTELIKE VERKOPE • SALES IN EXECUTION

TRANSVAAL

Case 6730/94

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Mark Lincoln Africa**, First Defendant, and **Joan Denise Africa**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Pudgetment 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, corner of Van Staden and Kloppe Streets, Rustenburg, 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 205 of Erf 2430, in the Town Rustenburg, Reï Portion 205 of Erf 2430, in the Town Rustenburg, Registration Division JQ, Transvaal, also known as 39 Canna Street, Rustenburg, in extent 362 (three hundred and sixty-two) square metres, held by Deed of Transfer 43564/93, subject to all such terms and conditions as are mentioned or referred to in the said Deed of Transfer and specially 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, bathroom/w.c., garage and servant's w.c.

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

Dated at Pretoria on this 7th day of September 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S424/94.)

Saak 10757/93

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

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Robert Ramalau Kgaphola**, Eerste Verweerder, en **Betty Fuduka Kgaphola**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 14 Oktober 1994 om 10:00, deur die Balju vir die Hooggeregshof, Witbank, gehou voor die Landdroshof, Delvillestraat, Witbank, aan die hoogste bieder:

Erf 543, geleë in die dorp kwaGuqa-uitbreiding 2, Registrasieafdeling JS, Transvaal, groot 457 (vierhonderd sewe-en-vyftig) vierkante meter, gehou kragtens Akte van Transport TL30193/89.

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

Straatadres: Umzimkhulustraat 543, kwaGuqa-uitbreiding 2, Witbank.

Verbeterings: Woonhuis met teëldak, sitkamer, kombuis, drie slaapkamers, badkamer met toilet, garage en draadomheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 (veertien) 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, Witbank, te Rhodesstraat 3, Witbank.

Gedateer te Pretoria hierdie 8ste dag van September 1994.

J. A. J. van Rensburg, vir Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. Van Rensburg/9146/93/BVDM.)

Case 4294/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Petrus Johannes Horn**, First Defendant, and **Falina Johanna Horn**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 28 July 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 1062, Crystal Park Extension 1 Township, situated on 14 Mynbou Street, in the Township of Crystal Park Extension 1, District of Benoni, measuring 800 (eight hundred) square metres.

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

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

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

Dated at Boksburg on this 7th day of September 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631. [Ref. Mrs Teixeira/A00180 (A180).])

Case 1748/94

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 **Mary Jeanette Vogdanos**, First Defendant, and **Panayiotis Vogdanos**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 26 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 3837, Benoni Extension 10 Township, situated on 75 Whitehouse Street, in the Township of Benoni Extension 10, District of Benoni, measuring 1451 (one thousand four hundred and fifty-one) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 7th day of September 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00104 (A104).]

Case 12873/92

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 5 February 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 1144, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 1144 Njakata Crescent, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 346 (three hundred and forty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, two bedrooms, bathroom, w.c., fenced boundary. 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 7th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7495/Mrs Kok.)

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

In the matter between **NBS Bank Ltd** formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Christopher Mthokozisi Makamu**, First Defendant, and **Violet Makamu**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 1 December 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 1858, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 1858 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 298 (two hundred and ninety-eight) square metres.

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

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 7th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7264/Mrs Kok.)

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 **Galebone Mokoena Monaheng**, First Defendant, and **Adelaide Sibongile Monaheng**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 28 October 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 19 October 1994 at 10:00, at the office of the Sheriff, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 470, Silumaview Township, Registration Division IR, Transvaal, situated on 470 Silumaview, Katlehong, in the Township of Katlehong, District of Alberton, measuring 286 (two hundred and eighty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising dining-room, 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, Alberton.

Dated at Germiston on this the 7th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7239/Mrs Kok.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

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 **Stewart Zilungile Bushula**, First Defendant, and **Thabetha Blydinnah Bushule**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 12 December 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 19 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 1441, (formerly known as 1575), Likole Extension 1, Registration Division IR, Transvaal, situated on 1441 Thembelihle Street, Likole Extension 1, Silumaview, in the Township of Likole Extension 1, Silumaview, District of Katlehong, Alberton, measuring 330 (three hundred and thirty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and garage. Fencing and gate. 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, Alberton.

Dated at Germiston on this the 7th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7668/Mrs Kok.) C/o Mark Yammin, Hamond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedfordview.

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacobus Viviers**, Verweerder.

'n Verkoop word gehou deur die Balju, Rustenburg, by die Landdroshof, hoek van Van Staden- en Klopperstraat, Rustenburg, op 14 Oktober 1994 om 10:00 van:

Erf 1725, geleë in die dorp Geelhoutpark-uitbreiding 6, Registrasieafdeling JQ, Transvaal, groot 686 vierkante meter, gehou kragtens Akte van Transport T2023/92 (beter bekend as Magrietstraat 29, Geelhoutpark-uitbreiding 6, Rustenburg.)

Besonderhede word nie gewaarborg nie.

'n Woonhuis met baksteenmure, teëldak, teëlvloere en volvloermatte bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. *Buitegeboue*: Enkelmotorhuis en toilet.

Besigtig voorwaardes by Balju, Rustenburg, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg.

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

Case 5713/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Rooyen, Coenraad Hendrik Willem**, First Defendant, and **Van Rooyen, Carienne**, 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 14 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 3067, Township of Brakpan, Registration Division IR, Transvaal, situated at 116 Hoy Avenue, Brakpan, measuring 991 (nine hundred and ninety-nine) 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, four bedrooms, two bathrooms with w.c. and shower, 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on this the 5th day of September 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00070 (UB70).]

Case 9198/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Neff, Lindsay David**, First Defendant, and **Neff, Hazelene Carol**, 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 14 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 580, Geluksdal Township, Registration Division IR, Transvaal, situated at 580 Yvonnia Drive, Geluksdal, Brakpan, measuring 860 (eight hundred and sixty) 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 with w.c.

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

Dated at Johannesburg on this the 5th day of September 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00140 (A140).]

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Steenkamp, Helouise**, Defendant

In execution of 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 14 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 1102, Brakpan-Noord Extension 3 Township, Registration Division IR, Transvaal, situated at 6 De Villiers Street, Brakpan North Extension 3, Brakpan, measuring 800 (eight hundred) 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, family room, kitchen, two bedrooms, bathroom with w.c. and two carports.

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

Dated at Johannesburg on this the 5th day of September 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00164 (A164).]

Saak 12534/94

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

In die saak tussen **Transnet Beperk**, Eiser, en **Hutchinson: Jonathan George Proctor**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Marshallstraat 131, Johannesburg, op 20 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 Johannesburg, voor die verkoping ter insae sal lê:

Eenheid:

1. (a) Deel 66, soos getoon en volledig beskryf op Deelplan SS77/1990, in die gebou of geboue bekend as Imbalidorsgebied, Berea, Plaaslike Bestuur, Johannesburg, waarvan die vloeroppervlakte volgens genoemde Deelplan 77 (sewe-en-sewentig) vierkante meter groot is.

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom en skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST36024/1991.

2. 'n Uitsluitlike gebruiksgebied soos meer volledig sal blyk uit Notariële Sessie van Uitsluitlike Gebruiksgebied SK1473/1991S.

Beskrywing: Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit gekombineerde sit- en eetkamer, een en 'n half slaapkamer, badkamer, toilet, kombuis en balkon. 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 Z15619.)

Saak 10816/94

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Petrus Francois Cloete**, Eerste Verweerder, en **Anna Sophia Louisa Cloete**, Tweede Verweerder

Eksekusieverkoping gehou te word te Swartlandstraat 15, Secunda-uitbreiding 16, op 19 Oktober 1994 om 10:00, van Erf 5822, Secunda-uitbreiding 16, Registrasieafdeling IS, Transvaal, grootte 1 220 (eenduisend tweehonderd en twintig) vierkante meter:

Die eiendom is geleë en staan bekend as Swartlandstraat 15, Secunda-uitbreiding 16.

Verbeterings bestaan uit: Die huis bestaan uit vier slaapkamers, kombuis met opwas, sitkamer, twee badkamers, eetkamer, twee toilets, twee garages, bediendekwartiere met toilet, woonstel en sinkdak met lapa.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk-Balju, Evander.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria, Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB378.)

Saak 180/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MKOBOLA GEHOU TE EKANGALA

In die saak tussen **Die Suid-Afrikaanse Brouerye Beperk**, Eiser, en **S. L. Mathabela**, handeldrywende as Thuli's Tavern, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Hofgebou te Ekangala, op 25 Oktober 1994 om 13:00, sonder reserwe, en aan die hoogste bieder:

Erf 1160, Blok D, in die dorpsgebied Ekangala, distrik Kwamhlanga, gehou kragtens Grondbrief 555/88.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Sit-/eetkamer kombuis, toilet, badkamer, twee slaapkamers. Buitegeboue bestaan uit motorhuis, bediendekamer en gebou wat as kroeg gebruik word.

Die vernaamste verkoopvoorwaardes van die verkoping is:

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

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

2.1 Die wet op Landdroshowe en die reëls daarvan.

2.2 Die voorwaardes van die titelakte.

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

Geteken te Pietersburg op hierdie 5de dag van September 1994.

L. F. de Lange, vir Pratt, Luyt & De Lange, c/o Geo Kilian, Lisuliagebou, Krugerstraat 55, Posbus 402, Bronkhorstspuit, 1020.

Case 5927/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khotso Errol Maruping**, First Defendant, and **Joyce Maruping**, Second Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 17251, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17251, Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01425.)

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Johannes Christiaan Brits**, Eerste Eksekusieskuldenaar, en **Juanita Brits**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 19 Mei 1994, die hierna genoemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf 401, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 (eenduisend) vierkante meter, ook bekend as Lewisstraat 15, Birchleigh-Noord-uitbreiding 3, Kempton Park, gehou onder Titellakte T73062/93.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, kombuis, dubbelafdak, alles onder 'n teëldak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 1ste dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1426.)

Case 3830/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Resenga David Themba**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 14 October 1994 at 11:00, in front of the Magistrate's Court, Cullinan:

Erf 1715, Township of Refilwe Extension 1, Registration Division JR, Transvaal, measuring 358 (three hundred and fifty-eight) square metres, held by the Defendant under Certificate of Ownership TE11194/92, situated at 1715 Refilwe Extension 1, Cullinan.

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

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, Cullinan.

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T401217/as.)

Case 10447/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of Bophuthatswana Limited**, Plaintiff, and **Daniel Nicolaas Verster**, First Defendant, and **Wilna Hendrika Verster**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 14 October 1994 at 10:00, 46A 10th Avenue, Kieserville, Lichtenburg:

Remaining extent of Erf 788, situated in the Township of Lichtenburg, Registration Division IP, Transvaal, measuring 1410 square metres, held by the First and Second Defendants, Defendant under Deed of Transfer T83287/91, situated at 46A 10th Avenue, Kieserville, Lichtenburg.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house of brick under tile consisting of four bedrooms, toilet and separate bathroom, entrance hall, lounge, dining-room, kitchen and scullery. Outbuildings consisting of servants' quarters with toilet, double garage and store-room. Property is fenced with precast fencing.

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T.408417/as.)

Saak 7056/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Stephanus Johannes Jacobus Koekemoer**, Eerste Eksekusieskuldenaar, en **Yulanda Sophia Koekemoer**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, die hiernage-noemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf: 592, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 638 vierkante meter, ook bekend as Handelstraat 52, Kempton Park-Wes, Kempton Park. Gehou onder Titelakte T87001/92.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, alles onder sinkdak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 1ste dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev Cowley/DE/LU1464.)

Saak 6664/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Ingo Hermann Michael Golke**, Eerste Eksekusieskuldenaar, en **Meerle Wendy Golke**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 26 Mei 1994, die hiernage-noemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 8 soos beskryf in Deeltitel Plan SS212/84, in die skema bekend as Leeways, geleë te Erf 320, Croydon 5-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 98 vierkante meter, ook bekend as 8 Leeways, Nomerosaweg, Croydon, Kempton Park, gehou onder titelakte ST58753/93 asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan.

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

Verbeterings: Sit/eetkamer, twee slaapkamers, badkamer, toilet en kombuis, alles onder een dak.

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

Gedateer te Kempton Park hierdie 1ste dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev Cowley/DE/LU1440.)

Case 3490/94

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

In the matter between **Germiston City Council**, Plaintiff, and **L. M. Smith**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 27 June 1994, the property listed herein will be sold in execution on Monday, 17 October 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 744, Tedstoneville Extension 1 Township, Registration Division IR, Transvaal, situated at 8 Kelkiewyn Street, Tedstoneville, measuring 660 square metres.

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

Improvements: Lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, sink roof and fence.

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

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

Dated: 2 September 1994.

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

Case 9830/87

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

In the matter between **Germiston City Council**, Plaintiff, and **Ulana Properties (Pty) Limited**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution, the property listed herein will be sold in execution on Monday, 17 October 1994 at 10:00, at the office of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Remaining Extent of Portion 163 (a portion of Portion 1) of the farm Driefontein 87, Registration Division IR, Transvaal, situated at Erven 3 and 4 Ulana Park Extension 1 Township, Germiston, measuring 2,5471 hectares, which has been converted into a township consisting of Erf 3, Ulana Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1,0237 hectares, and Erf 4, Ulana Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1,4657 hectares.

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

Improvements: Corrugated iron building.

Zoning: Commercial.

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

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

Dated: 5 September 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. W de Vos/WB.)

Case 705/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sebota Edward Masoeu**, Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 17790, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17790, Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01239.)

Case 6897/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mtvtvzeli Morrison Sinukela**, Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 4246, Vosloorus, Registration Division IR, Transvaal, situated at 4246, Vosloorus, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H1104.)

Case 6809/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bongani Joshua Qumba**, First Defendant, and **Nomvula Magdeline Qumba**, Second Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 4349, Vosloorus, Registration Division IR, Transvaal, situated at 4349, Zandi Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01507.)

Saak 24224/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standardbank van SA Beperk** (62/00738/06), en **Leon Marius Marais** (ID. 6612305083004), Eerste Verweerder, en **Helena Anna Catharina Marais** (ID. 4608180009009), Tweede Verweerder

Ten uitvoering van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 14 Oktober 1994 om 11:00, deur die Balju, vir die Hooggeregshof, Wonderboom, gehou te die Balju, Wonderboom se kantore, Gedeelte 83, De Onderstepoort (Net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, aan die hoogste bieder:

Erf 1041, geleë in die dorpsgebied van Theresapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 832 vierkante meter, gehou kragtens Akte van Transport T60011/93.

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

Straatadres: Silversosstraat 15, Theresapark-uitbreiding 2, Akasia.

Verbeterings: Woonhuis met teëldak, sitkamer/eetkamer, kombuis, drie slaapkamers, twee badkamers (een met stort), twee garages met buitetoilet.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

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

Gedateer te Pretoria op hierdie 9de dag van September 1994.

J. A. J. van Rensburg, vir Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9315/93/BVDM.)

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Sean Patrick Palmer**, Eerste Verweerder, en **Karen Ingrid Palmer**, Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 21 Oktober 1994 om 10:00:

Erf 501, Roodepoort, Registrasieafdeling IQ, Transvaal, geleë te Redshankstraat 20, Florida Meer, Roodepoort.

Bestaande uit 'n erf waarop opgerig is 'n woonhuis onder teëldak, staalvensters en gepleisterde mure en steenomheining voor en die res betonmheining, die huis bestaan uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer, enkelmotorhuis en swembad.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet; dat 10% (tien persent) van die koopprys asook afslaaerskommissie 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.) (Verw. mnr. Gous/ez.)

Saak 2357/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

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

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 14 Oktober 1994 om 10:00:

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

Verbeterings: 'n Tweeslaapkamer sinkdakwoning met geen motorhuis en draadomheining.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 18,5% (agtien komma vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 5de dag van September 1994.

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

Case 10952/92

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

In the matter between **Allied Bank**, Plaintiff, and **J. and N. E. Bulane**, Defendants

In pursuance of a judgment of the above Honourable Court and writ of execution, the Defendant's right, title and interest in and to the following property shall be sold in execution by the Sheriff on Friday, 14 October 1994 at 09:00, at the Magistrate's Office, Church Street, Nigel, without reserve to the highest bidder:

Certain Erf 8288, Duduza Township, Registration IR, Transvaal, also known as 8288 Duduza Buffersone, Nigel, measuring 258 square metres, held by virtue of Deed of Transfer TL72560/1991.

Zoning: Special Residential.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed:

Dwelling house: Brick building with tiled roof, kitchen, dining-room, lounge, three bedrooms, bathroom with toilet, fencing, garage and wall to wall carpets.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance against transfer to be secured by a bank guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the Sheriff's Office, Church Street, Nigel.

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

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/B257/91.)

Case 11477/94

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Mbudziseni Samson Mashike**, First Defendant, and **Elizabeth Mahlodi Mashike**, Second Defendant

In execution of a judgment in the above Honourable Court, in this suit, a sale without reserve will be held by the Sheriff, Pretoria North West, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 13 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 offices of the Sheriff prior to the sale:

Certain: Erf 7843, Atteridgeville Extension 3, Registration Division JR, Transvaal, measuring 328 square metres, held by Certificate of Registered Grant of Leasehold TL 79399/1988.

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

Improvements: A dwelling-house under roof, comprising of three bedrooms with cement floor, bathroom with the tile floors, separate toilet with tile floors, lounge and kitchen, both with tile floors, plastered and face brick walls, fenced by a stone fence including two half-completed garages and half-completed servant's room.

Reserve price: Without reserve.

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 guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale.

Auctioneer's charges: Payable on the date 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) on the balance, subject to a maximum fee of R6 000 and a minimum fee of R50.

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

G. T. Avvakoumides, for Savage Jooste & Adams Inc., Attorneys for Plaintiff, Savage Jooste and Adams Forum, 748 Church Street, Arcadia, Pretoria. [Tel. (012) 344-3814.] (Ref. G. Avvakoumides/rvds/J42.8p.)

Case 791/94

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 **Jacob George**, 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 21 October 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Erf 461, Alra Park.

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

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

Dated at Nigel on this the 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/N986.)

Case 15966/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Salome Mogodi**, Defendant

Notice is hereby given that on 14 October 1994 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court, on 7 July 1994, namely:

Certain: Right of leasehold in respect of Erf 8331, Duduza, Registration Division IR, Transvaal, situate at 8331 Duduza, Nigel.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of:

Kitchen, lounge, two bedrooms and bathroom.

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01532.)

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

In the matter between **Standard Bank of S.A. Limited** (62/00738/06), Plaintiff, and **R. G. Fourie**, Defendant

In pursuance of a judgment of the above-mentioned Court and a writ for execution, the undermentioned property will be sold in execution on Friday, 14 October 1994 at 11:15, by the Sheriff of the Supreme Court, Boksburg, held at the office of the Sheriff, 182 Leeupoord Street, Boksburg, to the highest bidder:

Erf 211, situated in the Township of Boksburg East, Extension 3, Registration Division IR, Transvaal, measuring 1,0275 square metres, held by virtue of Deed of Transfer T9993/89.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Improvements: None.

Reserved price: The property will be sold without reserve.

Terms: 10% (ten per cent) of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of sale and payable simultaneously with registration of transfer.

Auctioneer's charges: Payable by the purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the Supreme Court: 182 Leeupoord Street, Boksburg.

Signed at Pretoria on the 22nd day of August 1994.

Haasbroek & Boezaart Inc., Plaintiff's Attorneys, Momentum Centre West Tower, Second Floor, Pretorius Street; P.O. Box 2205, Pretoria. [Tel. (012) 322-4401.] (Ref. F. J. Swanepoel/W447/91/MM.)

Saak 18274/91

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

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **R. G. Fourie**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 14 Oktober 1994 om 11:15, deur die Balju vir die Hooggeregshof, Boksburg, gehou te die Balju, Leeupoordstraat 182, Boksburg, aan die hoogste bieder:

Erf 211, geleë in die dorpsgebied van Boksburg-Oos-uitbreiding 3, Registrasieafdeling IR, Transvaal, groot 1,0275 vierkante meter, gehou kragtens Akte van Transport T9993/89.

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

Verbeterings: Geen.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof: Marshallstraat 131, Johannesburg.

Gedateer te Pretoria hierdie 22ste dag van Augustus 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. F. J. Swanepoel/W477/91/MM.)

Saak 30085/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Jan Lodewyk Lubbe**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 1 November 1993, sal die ondervermelde eiendom op 21 Oktober 1994 om 09:00, deur die Balju, Delmas, by die Landdroshof, Dolomietstraat, Delmas, aan die hoogste bieder geregtelik verkoop word:

Erf 650, Eloffdorp, Registrasieafdeling IR, Transvaal, groot 595 vierkante meter, gehou kragtens Akte van Transport T45472/1984, bekend as Dawsonstraat 650, Eloffdorp.

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

Sonering: Residensiële.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Vierde Straat 27, Delmas, 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 veertien (14) dae na datum van die verkoping verstrek te word.

(b) Die koper moet afslagselde 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 hierdie 30ste 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.)

Saak 8498/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Segale Amos Magdungwana**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 22 Desember 1993, die onderstaande eiendom te wete:

Erf 13918, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 7 Oktober 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju Landdroshof, Vierde Straat 66, Springs.

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

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

Voorwaardes van verkoping: Betaling van die koopprijs sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju Landdroshof ter insae vir belangstellendes.

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/M 1760.)

Case 5087/94
PH 175

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Dubazana, Fanele Daniel**, First Defendant, and **Dubazana, Moboa Dinah**, Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without a reserve price will be held at Magistrate's Court, Frank Street, on 14 October 1994 at 09:00, on the conditions read out by the auctioneer at the office of the Sheriff, Magistrate's Court, Frank Street, Balfour, prior to the sale, of the undermentioned property situated at:

Erf 830, Siyathemba Township, Registration Division IR, Transvaal, measuring 330 (three hundred and thirty) square metres, held by Certificate of Registered Grant of Leasehold TL10997/90, which is zoned as residential and consists of (not guaranteed):

A dwelling, lounge, kitchen, three bedrooms, bathroom and dining-room.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

2.2.2 Minimum charges R200 (two hundred rand).

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

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

Saak 2690/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Renier Johannes van Jaarsveld**, Eerste Verweerder, en **Louisa Jacoba van Jaarsveld**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 13 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op 14 Oktober 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1003, Greenhills-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 855 vierkante meter, gehou kragtens Grondbrief T33743/89, bekend as Springbokstraat 37, Greenhills, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer. Die buitegeboue bestaan uit 'n kamer en die perseel is omhein met betonmure. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

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

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

J. C. Oosthuizen, vir Truter Crous & Wiggill, Prokureur vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N585.)

Case 14196/94

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

In the matter between **Standard Bank of S.A. Limited**, Plaintiff, and **Cornelis Burger Spies**, First Defendant, and **Magdalena Elizabetha Spies**, Second Defendant

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

Full conditions of sale can be inspected at the Sheriff, Middelburg, at Auxilium Building, 4A Eksteen Street, Middelburg, 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: Erf 3274, Middelburg Township Extension 10, Registration Division JS, Transvaal, measuring 1 109 square metres, also known as 3 Zebra Avenue, Kanonkop, Middelburg Extension 10, Transvaal.

Improvements: Single-storey dwelling: Entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, two bathrooms/w.c., garage, servants' quarters and outside toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb S1571.)

Case 7961/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khipheyakhe Mzoyi Mchunu**, Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 16412, Vosloorus Extension 4, Registration Division IR, Transvaal, situate at 16412 Vosloorus Extension 4, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01428.)

Case 33753/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rasool, Mohamed Iqbal**, First Defendant, and **Rasool, Mariam Bibi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 13 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: Erf 801, Robertsham Township, Registration Division IR, Transvaal, situation 14 Altham Road, Robertsham, area 964 (nine hundred and sixty-four) square metres.

Improvements (not guaranteed): Five bedrooms, two bathrooms, kitchen, dining-room, lounge, study, family room, two carports, two garages, swimming-pool, property enclosed under tiled roof.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ44E/mgh/tf.)

Case 15167/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maibele, Thaadi Jacob**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 13 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: Portion 1 of Erf 1526, Jeppestown Township, Registration Division IQ, Transvaal, situation 15 Kasteel Street, Jeppestown, area 267 (two hundred and sixty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, store-room, carport, under iron roof, property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown Johannesburg. (Tel. 484-1777.) (Ref. BR166E/mgh/tf.)

Saak 1714/87

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Die United Bouvereniging Beperk**, Eiser, en **Nicholas Valasis**, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros, Germiston-Noord, toegestaan op 4 Maart 1987 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Donderdag, 13 Oktober 1994 om 10:00, te Vierde Verdieping, Standard Towers, Presidentstraat, Germiston, aan die hoogste bieder naamlik:

'n Woonhuis geleë te Erf 456, Bedfordview-uitbreiding 108-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter; gehou kragtens Akte van Transport T25852/86.

Die eiendom kan omskryf word soos volg:

Woonhuis geleë te Sugarbushweg 37, Morninghill, Bedfordview, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, gesinskamer, vier slaapkamers, twee badkamers met toilet, kombuis, waskamer, twee motorhuise, bediendekamer, stort, toilet en studeerkamer.

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 14 (veertien) dae vanaf datum van die verkoping. Die volledige voorwaardes van verkoping wat onmiddellik voor die verkoping uitgelees sal word, mag geïnspekteer word by die kantore van die Balju, Germiston-Noord, te Vierde Verdieping, Standard Towers, Presidentstraat, Germiston.

Geteken te Germiston op hede die 5de dag van September 1994.

D. Greyling-Myburgh, vir Greylings, Tweede Verdieping, Volkskasgebou, Golden Heights, hoek van Victoria en Odendaalstraat, Germiston. (Tel. 825-3714/5.) (Verw. mev. D. Greyling-Myburgh/jg.)

Case 8932/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tshukudu Piet Mokwena**, First Defendant, and **Elizabeth Nomasonto Mokwena**, Second Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 324, Vosloorus Extension 8, Registration Division IR, Transvaal, situate at 324 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H1250.)

Saak 4799/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **Khiphelakhe Lymon Zondo**, Verweerder

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

Eiendom: Alle reg, titel en belang in die huurpag ten aansien van Erf 9464, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Ligging: Ixoporylaan 9464, Kagiso, in eksekusie verkoop op 26 Oktober 1994 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

Case 10509/92

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 **Richard Radebe N.O.**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 10 January 1994, the property listed hereunder will be sold in execution on Friday, 14 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 Erf 774, kwaThema Township, Registration Division IR, Transvaal, measuring 261 (two hundred and sixty-one) square metres, known as 47 Magole Street, kwaThema, Springs, registered in the name of Mlopekile Martha Radebe.

Main building: Bricks under iron residence comprising lounge, kitchen, three bedrooms and toilet.

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 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 5th day of September 1994.

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

Case 10503/92

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 **Petrus Moses Marule**, First Defendant, and **Florence Happy Marule**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 22 June 1994, the property listed hereunder will be sold in execution on Friday, 14 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 Erf 21091 (previously Erf 1361), kwaThema Extension 1 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, known as 1361 kwaThema Extension 1, 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 asbestos roof residence, comprising lounge, kitchen, bathroom, toilet and two bedrooms.

Zoning: 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 18% (eighteen 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 5th day of September 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.)

Case 7890/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Peter Creature Mkoneni**, First Defendant, and **Moetjie Martina Mkoneni**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 17 June 1994, the property listed hereunder will be sold in execution on Friday, 14 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 Erf 21016 (previously Erf 1307) kwaThema Extension 1 Township, Registration Division IR, Transvaal, measuring 382 (three hundred and eighty-two) square metres, known as Erf 1307, Township of kwaThema, Springs.

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

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

Zoning: 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 18% (eighteen per centum) on all preferent Creditor's claims which will include the Execution Creditors' 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 5th day of September 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.)

Case 3434/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and
Robert Innes Macalpine, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 28 July 1994, the property listed hereunder will be sold in execution on Wednesday, 19 October 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 890, Crystal Park Extension 1 Township, Registration Division IR, Transvaal, measuring 800 (eight hundred) square metres, known as 32 Keimond Street, Crystal Park, Benoni.

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

Main building: Bricks under tiles residence comprising three bedrooms, two bathrooms, kitchen, lounge and dining-room.

Outbuilding: Garage, servants ablutions and swimming-pool. *Driveway:* Pavers. *Fencing:* Pre-cast. *Zoned:* Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

4. The purchaser will pay interest at 18,75% (eighteen comma seven five per centum) per annum on all Preferent Creditor's claims which will include the Execution Creditor's claim.

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

6. The sale will be subject to any existing tenancy but if the Execution 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 5th day of September 1994.

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

Case 3534/92

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
Christina Ntombizodwa Mdhuli, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 12 October 1993, the property listed hereunder will be sold in execution on Wednesday, 19 October 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder;

All right, title and interest in the leasehold in respect of Erf 5491, Daveyton Township, Registration Division IR, Transvaal, measuring 335 (three hundred and thirty-five) square metres, known as 5491 Eiselen Street, Daveyton, Benoni.

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

Main building: Residence comprising three bedrooms, half bathroom, kitchen, and lounge. *Zoned:* Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

4. The purchaser will pay interest at 22% (twenty-two per centum) per annum on all Preferent Creditor's claims which will include the Execution Creditors' 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 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 6th day of September 1994.

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

Case 12240/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sanny Amos Mphale**, First Defendant, and **Dinah Christinah Mphale**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 4 November 1993, the property listed hereunder will be sold in execution on Friday, 14 October 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 2338, Tsakane Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, known as 2338 Masinga Street, Tsakane, Brakpan.

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

Main building: Bricks under tiles residence comprising lounge, dining-room, two bedrooms, bathroom and kitchen. *Zoned:* Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs of and incidental to the transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all preferent Creditor's claims which will include the Execution Creditors' 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 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 6th day of September 1994.

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

Case 4776/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matthew John Barbarovich**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 8 August 1994, the property listed hereunder will be sold in execution on Wednesday, 19 October 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 1181, Rynfield Township, Registration Division IR, Transvaal, measuring 1983 (one thousand nine hundred and eighty-three) square metres, known as 139 Honiball Street, Rynfield, Benoni.

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

Main building: Residence comprising four bedrooms, two bathrooms, lounge, dining-room, kitchen and family room. *Out-buildings:* Two garages, three servants' quarters, tennis court, swimming-pool. *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 15,25% (fifteen comma two five per centum) per annum on all preferent Creditor's claims which will include the Execution Creditors' 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 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 7th day of September 1994.

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

Case 1584/92

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 **Boy John Lesele**, First Defendant, and **Elizabeth Baitirile Lesele**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 29 June 1994, the property listed hereunder will be sold in execution on Friday, 14 October 1994 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18279, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 322 (three hundred and twenty-two) square metres, known as Lot 18279, Tsakane Extension 8, Brakpan.

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

Main building: Semi face bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen. *Zoned:* Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs of and incidental to the transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 22% (twenty-two per centum) per annum on all preferent Creditor's claims which will include the Execution Creditors' 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 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 7th day of September 1994.

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

Case 17384/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van der Westhuizen, Aletta**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 21 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Section 11 as shown and more fully described on Sectional Plan SS117/1988, in the scheme known as Apollonia Gardens, in respect of the land and building or buildings, situated at Beyerspark Extension 5, Local Authority of Boksburg of which the floor area, according to the said sectional plan, is 64 (sixty-four) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section; being 34 Apollonia Gardens, 565 Edgar Avenue, Beyerspark Extension 5, Boksburg, measuring 64 (sixty-four) square metres.

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

A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of carport. The common property comprises of servant's room, 14 carports and a swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 9th 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/VA305.)

Case 10014/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Timothy Bra-Sello Makamu**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Kabokweni, on 21 October 1994 at 10:00:

Full conditions of sale can be inspected at the notice board at the Magistrate's Court, Kabokweni, and at the offices of the Sheriff of the Supreme Court [Tel. (01311) 4-9161].

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

Property: Site 986C, situated in the Township of Matsulu C, District of Nsikazi, measuring 480 square metres, held by virtue of Deed of Grant 3670/87.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1621.)

Case 19913/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Grigoratos, Dimitrios**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston South, on 17 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, Germiston South, Du Pesanie Building, 72 Joubert Street, Germiston, prior to the sale:

Certain Erf 57, situated in the Township of Lambton, Registration Division IR, Transvaal, being 110 Webber Road, Lambton, Germiston, measuring 2 208 (two thousand two hundred and eight) square metres.

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

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

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

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

Dated at Johannesburg on this 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/fp/G194.)

**Case 18434/94
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 **Mello, Molapi James**, First Execution Debtor, and **Mello, Ramatsimele Florina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston South, on 17 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, Germiston South, Du Pesanie Building, 72 Joubert Street, Germiston, prior to the sale:

Certain Erf 189, situated in the Township of Dinwiddie, Registration Division IR, Transvaal, being 43 Langdale Road, Dinwiddie, Germiston, measuring 806 (eight hundred and 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, bathroom with outbuildings with similar construction comprising a garage, carport, servant's room and toilet.

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

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

Dated at Johannesburg 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/M891.)

Saak 54520/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaanleenthede**, Eiser, en **Marthinus Petrus Jacobus Heigan**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 21 Oktober 1993, sal die ondervermelde eiendom op 21 Oktober 1994 om 10:00, deur die Balju, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder geregtelik verkoop word:

Erf 61, Ohenimuri, Registrasieafdeling IQ, Transvaal, groot 991 vierkante meter, gehou kragtens Akte van Transport T27744/1978, bekend as Wilfredlaan 61, Ohenimuri.

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 kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging, 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 veertien (14) dae na datum van die verkoping verstrek te word.

(b) Die koper moet afslagsgelde 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 van R6 000 met 'n minimum van R200 plus BTW.

Geteken te Pretoria 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.)

Saak 7999/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Saul Johannes Thomas Mathenjwa**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 7 Junie 1994 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 14 Oktober 1994 om 11:00, by die Balju, Cullinan, reg voor die Landdroskantoor, Cullinan, aan die hoogste bieder verkoop word:

Sekere reg, titel en belang in die huurpag ten opsigte van Erf 2, geleë in die dorp Refilwe, Registrasieafdeling JR, Transvaal, met straatadres bekend as Erf 2 Refilwe, Bronkhorstspuit, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL297147/91.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik gepleisterde steenwoning onder sinkdak, sementvloere en gipsbordplafonne, drie slaapkamers, badkamer, kombuis en sitkamer.

Die wesentlike verkoopvoorwaardes is:

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

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

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

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

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

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Cullinan.

Geteken te Pretoria hierdie 30ste dag van Augustus 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9625.)

Case 24532/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fredy Matala**, 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 Schubert and Pretorius Streets, Pretoria, on Wednesday, 12 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 the right, title and interest in the leasehold in respect of Site 7740, situated in the Township of Atteridgeville Extension 3, Registration Division JR, Transvaal, also known as 34 Lucas Moripe Street, Saulsville, Pretoria.

Improvements: A house, bedroom, bathroom, kitchen and lounge.

Findlay & Neimeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 3262-4871.) (Ref. Mr Coetzee eb X69.)

Case 13966/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kayelihle Mbedla**, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Offices, Church Street, Hendrina, on Tuesday, 11 October 1994 at 10:00:

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

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

Property: Site 781, kwaZamokuhle Extension 1, Registration Division IS, Transvaal.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1765.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nana Mossina**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Sandton, Ground Floor, Fluor House, 100 Grayston Avenue, Sandown, Sandton, on Friday, 14 October 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Sandton, at the above address, and will be read out prior to the sale.

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

Property: Erf 438, Sandown Extension 20 Township, Registration Division IR, Transvaal (also known as 28 Clover Road, Sandown Extension 20).

Improvements: Single storey, four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1594.)

Case 196/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **James Martin Dunbabbinn**, First Defendant, and **Maxine Moira Dunbabbinn**, Second Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 1617, Dawn Park Extension 25, Registration Division IR, Transvaal, situated at 28 Schachat Crescent, Dawn Park Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H742.)

Saak 7577/94

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

In die saak tussen **Standard Bank van Suid-Afrika**, Eiser, en **Johannes Valentyn Buchner**, Verweerder

Eksekusieverkoop gehou te word te Strubenstraat 142, Pretoria op 19 Oktober 1994 om 10:00, van:

Hoewe 138, Lyttelton-landbouhoewes, Uitbreiding 1, Verwoerdburg, Registrasieafdeling JR, Transvaal, groot 2,1414 (twee komma een vier een vier) hektaar.

Die eiendom is geleë en staan bekend as Cloverlaan 275, Lyttelton-landbouhoewes, Uitbreiding 1, Verwoerdburg.

Verbeterings bestaan uit: Woonhuis met slaapkamer, badkamer, sit-/eetkamer, kombuis, studeerkamer, vyf motorafdakke en drie bediendekamers.

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

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

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

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, 259 Pretoriusstraat, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB374.)

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **NBS Bank Limited**, Eiser, en **L. N. Lenkoe**, Eerste Verweerder, en **R. M. Mathabathe**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Boksburg, gedateer 14 Februarie 1994, en 'n lasbrief vir eksekusie gedateer 14 Januarie 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserve en aan die hoogste bieder op Vrydag, 14 Oktober 1994 om 11:15, deur die Balju vir die Landdroshof te 182 Leeuwpootstraat, Boksburg, naamlik:

Sekere Standplaas 6956, Vosloorus-uitbreiding 9-dorpsgebied, Boksburg, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 6956, Vosloorus-uitbreiding 9-dorpsgebied, Boksburg, groot 423 vierkante meter, gehou deur L. N. Lenkoe en R. M. Mathabathe, gehou onder Akte van Transport TL48733/90.

Sonering: Residensiël.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Woning met sement stene, teëldak 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 16,00% (sestien komma nul nul 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, 182 Leeuwpootstraat, Boksburg.

Gedateer te Alberton op hede die 1ste dag van September 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. E. Ungerer/PP/N2171.)

NOTICE OF SALES IN EXECUTION—IMMOVABLE PROPERTY

SALE IN EXECUTION OF THE UNDERMENTIONED PROPERTIES ARE TO BE HELD AT THE MAGISTRATE'S COURT AT KABOKWENI ON FRIDAY, 21 OCTOBER 1994 AT 10:00

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

Full conditions of sale can be inspected on the Notice Board at the Magistrate's Court, Kabokweni, or at the offices of the Sheriff of the Supreme Court [Tel. (01311) 4-9161.] and will be read prior to the sale.

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

1. *Case No.:* **14536/94** (File Ref. Mr Du Plooy/GT1763)

Execution Debtor: **Madoda Gideon Mdlalose**

Property: Ownership Unit 1061 in the Township of Kanyamazane A, District Nsikazi, measuring 325 square metres; held by virtue of Deed of Grant 320/89.

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

2. *Case No.:* **14117/94** (File Ref. Mr Du Plooy/GT1762)

Execution Debtor: **Gwemdlilulu Elmon Khoza and Phindile Mary Khoza**

Property: Ownership Unit 1180, in the Township of Matsulu, District Nsikazi, measuring 1 080 square metres (as shown on General Plan/Diagram PB286/1981), situated in the Township of Matsulu C., held by virtue of Deed of Grant 404/87.

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

3. *Case No.:* **13689/94** (File Ref. Mr Du Plooy/GT1745)

Execution Debtor: **Johannes Simanga Themba**

Property: Ownership Unit 984 C in the Township of Matsulu C, District of Nsikazi, measuring 480 square metres (as shown on General Plan PB.286/1981), held by virtue of Deed of Grant 508/87.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

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

NOTICE OF SALE IN EXECUTION—IMMOVABLE PROPERTY

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

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

Full conditions of sale can be inspected at the offices of the Sheriff, Middelburg, at Auxilium Building, 4A Eksteen Street, Middelburg, and will be read out prior to the sale.

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

1. **Case No.: 14797/94** (File Ref. Mr Du Plooy/GT1786)

Execution Debtor: Zwelisha Ernest Nxumalo

Property: Erf 3723, situated in the Township of Mhluzi, Registration Division JS, Transvaal.

Improvements: Single storey—three bedrooms, kitchen, lounge and bathroom.

2. **Case No.: 14831/94** (File Ref. Mr Du Plooy/GT1785)

Execution Debtor: Mathume David Selala

Property: Erf 4828, Mhluzi Extension 2 Township, Registration Division JS, Transvaal.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

Case 688/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 February 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 office of the Sheriff, 182 Leeupoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 658, Vosloorus Extension 2 Township, situated on 658 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 297 (two hundred and ninety-seven) square metres.

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

Semi face brick, concrete tiled roof residence comprising lounge, dining-room, two bedrooms, bathroom, w.c., porch, screen wall and fencing.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00079/Mrs Kok.)

Case 12167/93

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

In the matter between **NBS Bank Limited** (formerly known as Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and **Andre Frederik Woest**, First Defendant, **Lesta Woest**, Second Defendant, **Dorfling Danie Hermanus van Niekerk**, Third Defendant, and **Petro Johanna van Niekerk**, Fourth Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 16 November 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 Sheriff's Office, 182 Leeupoort Street, Boksburg, to the highest bidder:

Certain: Erf 103, Berton Park Extension 1 Township, Registration Division IR, Transvaal, situated on 16 Willie du Toit Street, in the Township of Berton Park, District of Boksburg, measuring 1 355 (one thousand three hundred and fifty-five) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, entrance hall, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two w.c.'s.

Outbuildings: Double garage, servants' quarters and w.c.

The conditions of sale:

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

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

Dated at Boksburg this 2nd day of September 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00023.)

Case 1719/94
PH136

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mubalama, Joseph Rugajo**, Defendant

In execution 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, Pretoria South, at the salesrooms of the Sheriff at 142 Struben Street, Pretoria, on Wednesday, 19 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, prior to the sale, at the offices of the Sheriff, Pretoria South, at Edenpark, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad:

Portion 101 (a portion of Portion 4), of the farm Doornrandje 386, Registration Division JR, Transvaal, situated at Portion 101, Doornrandje 386, measuring 9,3942 (nine comma three nine four two) hectares, held under Deed of Transfer T68739/93.

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

Main building: Kitchen, scullery, lounge, family room, dining-room, four bedrooms and bathroom.

Outbuildings: Cottage consisting lounge, dining-room, kitchen, two bedrooms and bathroom. Laundry, double garage, three carports, servants' quarters, shed and store-rooms. Swimming-pool.

Zoning: Agricultural holdings.

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

Dated the 30th day of 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/6M617.)

Case 11115/94
PH140

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedbank Limited), Plaintiff, and **Edmunds, Christopher Lloyd**, 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 11 October 1994 at 10:00, at the offices of the Sheriff of the Supreme Court, at 8 Elna Randhof, corner of Selkirk Street and Blairgowrie Drive, Blairgowrie, Randburg, to the highest bidder:

Erf 658, Sundowner Extension 7 Township, Registration Division IQ, Transvaal, in extent 1 007 (one thousand and seven) square metres, held under Deed of Transfer T21573/1990, situated at 32 Apies Doring Street, Sundowner Extension 7, Randburg.

The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: A residential dwelling with outbuildings.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 15,25% (fifteen comma two five per cent) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax 483-1785.) (Ref. N5794/Mr Orelowitz/ab.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Willem Johannes van den Berg**, First Defendant, and **Hendrina van den Berg**, Second Defendant

In pursuance of the judgment in the Court of the Magistrate, Randburg, and a warrant of execution dated 2 March 1984, the property listed hereunder will be sold in execution on 14 October 1994 at 10:00, on the steps of the Magistrate's Court, Randburg:

Erf 1327, Westdene Township, Registration Division IQ, Transvaal, measuring 495 square metres, situated at 7 Radnor Street, Westdene, Johannesburg.

1. The property will be sold to the highest bidder, without reserve and will be subject to the provisions of section 66 of the Magistrates' Courts Act, 1944, as amended.

2. The purchase price shall be paid as to a deposit of 10% (ten per centum) on the date of sale and the unpaid balance together with interest thereon to current building societies' lending rates from the date of sale to date of payment thereof shall be paid, or secured by an approved bank or building society guarantee within 30 (thirty) days of the date of sale.

3. The following improvements are situated on the property although nothing in the report is guaranteed: Dwelling-house with usual outbuildings.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Deputy Sheriff at, Johannesburg.

Schwellnus Spies Haasbroek Inc., Plaintiff's Attorneys, Second Floor, Randpark Building, 20 Dover Street, Randburg. (Ref. Mr Haasbroek T2850.)

Saak 3929/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Hermina Hendrika Greyling**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 18 Julie 1994 die onderstaande eiendom te wete:

Erf 1665, Geduld-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Cradockstraat 20, Geduld-uitbreiding, Springs, in eksekusie verkoop sal word op 7 Oktober 1994, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs om 15:00.

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

Verbeteringe: Woonhuis van gepleisterde mure onder sinkdak bestaan uit sitkamer/eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Motorhuis.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. J. A. Kruger/SST/G 832.)

Saak 4335/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Gert Petrus Boshoff**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 21 Julie 1994 die onderstaande eiendom te wete:

Gedeelte 7, van Erf 1268, Strubenvale-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Frans Prins Sirkel 32, Strubenvale, Springs, in eksekusie verkoop sal word op 7 Oktober 1994, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs om 15:00.

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

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

Buitegeboue: Motorhuis.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. J. A. Kruger/SST/B 1683.)

Saak 10/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WATERVAL BOVEN GEHOU TE WATERVAL BOVEN

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Aisho Isaac Mathebula**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die bogenoemde Agbare Hof, en in uitvoering van 'n lasbrief vir eksekusie, sal die ondergemelde eiendom deur die Balju van bogemelde Agbare Hof, verkoop word te die Landdroskantoor, Waterval Boven, op 14 Oktober 1994 om 10:00:

Erf 409, Emgwenya-dorpsgebied, Registrasieafdeling JT, Transvaal, groot 258 (tweehonderd agt-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL30836/91.

Onderhewig aan die voorwaardes vervat in die voormelde Sertifikaat van Geregisteerde Toekenning.

Eiendom is verbeter met 'n woonhuis.

Termes 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 bougenootskap waarborg welke waarborg gelewer moet word aan die Balju, Waterval Boven, binne veertien (14) 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, Waterval Boven.

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

P. A. Eloff, vir Eloff Prokureurs, Gen. Smitstraat 4; Posbus 37, Machadodorp. [Tel. (013252) vra vir 37.]

Case 15853/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daniels: Donald Charles**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 13 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: Erf 1462, Eldoradopark Township, Registration Division IQ, Transvaal.

Area: 416 (four hundred and sixteen) square metres.

Situation: 8 Sand Street, Eldorado Park, 1812.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms and kitchen with lounge.

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, and all prospective purchaser are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

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

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT391.)

Case 10642/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Stephen Brown**, 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 33 Clement Street, Ellaton, Klerksdorp, on Wednesday, 12 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:

Erf 529, in the Township of Ellaton, Registration Division IP, Transvaal (also known as 33 Clement Street, Ellaton, Klerksdorp), measuring 794 (seven hundred and ninety-four) square metres, held by virtue of Deed of Transfer T62238/89, subject to the condition therein contained and more especially to the reservation of mineral rights.

The following information is furnished re the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/w.c., w.c./shower, garage, two carports, servants' w.c. and swimming-pool.

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 on this the 23rd day of August 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1198/92.)

Case 9523/94
PH 2

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Yvonne Marie Hamer Deken N.O.**, First Defendant, **Alice Cecile Deken N.O.**, Second Defendant, **Marcus Johannes Franciscus Deken N.O.**, Third Defendant, **Yvonne Marie Hamer Deken**, Fourth Defendant, **Alice Cecile Deken**, Fifth Defendant, and **Marcus Johannes Franciscus Deken**, Sixth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, on 19 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Pretoria South, Holding 83, Eden Park, corner of Gerhard and West Avenues, Lyttelton Agricultural Holdings:

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

Single-storey dwelling-house under iron roof consisting of lounge, dining-room, kitchen, scullery, three bedrooms, bathroom, shower, two toilets, three servants' rooms, store-room, two outside toilets, cottage and borehole with pump.

Being Holding 127, Laezonia Agricultural Holdings, situated at 127 Botha Street, corner of Scheepers Street, Laezonia Agricultural Holdings, measuring 2,6041 hectares, Registration Division JR, Transvaal, held by the Trustees of the Yvonne Hamer Deken Trust No. 800/90 under Title Deed T52948/91.

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

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

Dated at Pretoria on this the 5th day of September 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Van Zyl Le Roux & Hurter, 38 Church Square, Church Street, Pretoria. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 7834/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Jocky Mabona Kadiaka**, Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as:

Erf 128, Westenburg Township, Registration Division LS, Transvaal, in extent 338 square metres, held by Deed of Transfer T86230/92, will be sold in front of the Court-house of the above Court, on 28 October 1994 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Three bedroomed house with one and a half bathroom, kitchen and lounge.

The material conditions of sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% (ten per centum) of the purchase price or R1 000 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty-one) days from date of sale.

2. The sale is voetstoots and subject to:

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

2.2 the conditions of the title deed; and

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

Signed at Pietersburg on this the 8th day of September 1994.

L. F. de Lange, for Pratt, Luyt & De Lange, Docex 5, P.O. Box 152, Pietersburg, 0700; 20 Market Street, Pietersburg, 0699. [Tel. (0152) 295-9020.] [Fax. (0152) 295-8620.]

Saak 2581/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Standard Credit Corporation**, a division of Standard Bank of South Africa, Eiser, en **Dhiamlenze, Thulani Reginald**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 18 November 1992, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 21 Oktober 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 8266, Roseview, Duduza, ook bekend as Roseview 8266, Duduza.

Beskrywing van die eiendom: Steengebou met teëldak, kombuis, sitkamer, badkamer met toilet, twee slaapkamers, garage en ingeboude kaste.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 8ste dag van September 1994.

Brits Pretorius Kruger & Coetzer Ing., Tweede Laan 35, Posbus 467, Nigel. [Tel. (011) 739-2445.] (Verw. AP/S1511.)

Case 12989/94
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Portion 8 of Erf 855, Sunninghill Extension 2**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 14 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 Portion 8 of Erf 855, Sunninghill Extension 22 Township, Registration Division IR, Transvaal, area 556 (five hundred and fifty-six) square metres, situated at 28 Falcon Gate, Tudor Avenue, Sunninghill Extension 22.

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

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

Dated at Johannesburg on this the 7th day of September 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/N1:NS192.)

Case 20810/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Julius Herman Wentzel**, Defendant

A sale in execution of the undermentioned property is to be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 25 October 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria Central, 30 Margaretha Street, Riverdale, Pretoria, and will be read out prior to the sale.

Property: Unit 70, as shown and more fully described on Sectional Plan SS265/1984, in the building or buildings known as Newport, situated at Erf 786, Pretoria, measuring 62 square metres, known as Flat 510, Newport, 210 Scheiding Street, Pretoria, and an undivided share in the common property in the land and building or buildings as shown more fully on the said sectional plan and apportioned to the said section in accordance with the participation quota.

Improvements: Sectional title unit (a flat), kitchen, lounge, bedroom and bathroom/toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1176.)

Saak 506/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Simon Makapan Mazibuko**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 14 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 1055, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag T103445/92, grootte 352 (driehonderd twee-en-vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 6de dag van September 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. van Wyk/B49/197/EJ.)

Saak 518/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Sidumo Tom Halom**, 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 14 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 2241, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1341/90, grootte 344 (driehonderd vier-en-veertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 6de dag van September 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. van Wyk/B49/195/EJ.)

Saak 510/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Yvonne Mahlangu**, 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 14 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 2218, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport TL956/90, grootte 689 (seshonderd nege-en-tagtig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit slegs ruïnes.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 2de dag van September 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Eiser se Prokureurs, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/191/EJ.)

Case 14829/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hertos Lux Maile**, First Defendant, and **Ramadimetja Maria Maile**, Second Defendant

A sale in execution of the undermentioned property is to be held at Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 21 October 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom/Soshanguve, at the above address and will be read out prior to the sale.

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

Property: Leasehold Stand 1460, Block GG, Soshanguve, Residential Area of Soshanguve, District of the District Representative Department of Development Aid, Soshanguve.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1808.)

Case 10382/92

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 **Nodoli Florence Dlamini**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 4 August 1994, the property listed hereunder will be sold in execution on Wednesday, 19 October 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 1573, Daveyton Township, Registration Division IR, Transvaal, measuring 335 (three hundred and thirty-five) square metres, known as Stand 1573, Daveyton, Benoni.

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

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

Fencing: Wire.

Outbuildings: Two rooms.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000, or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 20% (twenty 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 Princes Avenue, P.O. Box 52, Benoni. (Ref. HJF/Mrs Van Zyl.)

Case 13356/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Patsi Hendrick Magagula**, Defendant

A sale in execution of the undermentioned property is to be held at the office of The Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord) on Friday, 14 October 1994 at 11:00:

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

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

Property: The right, title and interest in the leasehold of Erf 21134, Mamelodi, Registration Division JR, Transvaal, measuring 294 square metres, also known as Site 21134, Mamelodi.

Improvements: Single storey, three bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X266.)

Case 6747/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Johannes Kelsey**, First Defendant, and **Cecilia Jacomina Kelsey**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 31 October 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Kempton Park, at the address as stated above 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: Erf 302, situated in the Township of Clayville, Registration Division JR, Transvaal, measuring 1 176 square metres, also known as 37 Ann Drive, Clayville, Olifantsfontein.

Improvements: Single storey, three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X236.)

Case 11879/94

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

In the matter between **Johannesburg Municipal Pension Fund**, Plaintiff, and **Ulyate, Christopher John**, Defendant

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court, in the above matter the Sheriff of Kempton Park, will sell by public auction on Thursday, 13 October 1994 at 10:00, at the Sheriff's Office, at 8 Park Street, Kempton Park, the following immovable property:

Certain Erf 138, Kempton Park West Township, Registration Division IR, Transvaal, situated at 3 Kruindraai Street, Kempton Park West, a house consisting of lounge, three bedrooms, bathroom, garage, toilet and kitchen.

Measuring 612 (six hundred and twelve) square metres, held by the Defendant under Deed of Transfer T6750/93.

Nothing is guaranteed.

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

Dated at Pretoria on this 8th day of September 1994.

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

Case 5439/94
PH 45

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Legodi, Titus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Easton Terrace, New Redruth, Alberton, on Tuesday, 11 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, Alberton, prior to sale:

Lot 1774, Spruitview Extension 1 Township, Registration Division IR, Transvaal, measuring 630 (six hundred and thirty) square metres, being Lot 1774, Spruitview Extension 1, Alberton.

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

Main building: Lounge, dining-room, kitchen, two bedrooms, two bathrooms 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. 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 this day of September 1994.

Cliffe Dekker & Todd, Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. von Schirnding/jmb SV/10/792944.)

Case 3823/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Lucky Samuel Mabunda**, Defendant

Kindly take notice that pursuant to a judgment granted on 16 June 1994 and warrant of execution dated 22 June 1994, the following property will be sold in execution on 21 October 1994 at 11:15, at the offices of the Magistrate's Court, Sheriff, 182 Leeupoort Street, Boksburg:

Erf 802, Dawn Park Extension 2 Township, Registration Division IR, Transvaal.

Improvements: Single storey, brick under tile, carpets, lounge, dining-room, kitchen, two bedrooms, bathroom/w.c., carport, brick and concrete walls, brick drive, known as 5 Marlene Street, Dawn Park Extension 2, Boksburg.

Terms and conditions:

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

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

Dated at Benoni on the 9th day of September 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1261.)

Case 3822/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Reginald Sibisi**, First Defendant, and **Hlupheka Sibisi**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 16 June 1994, and warrant of execution dated 22 June 1994, the following property will be sold in execution on 19 October 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 30256, Daveyton Township, Registration Division IR, Transvaal.

Improvements: Single storey, brick under tile, carpets/vinyl, lounge/dining-room, kitchen, three bedrooms, bathroom/w.c., and wire fence, known as 30256 Kutumela Street, Daveyton, Benoni.

Terms and conditions:

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

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

Dated at Benoni on the 9th day of September 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1262.)

Case 11788/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Ramoutloa, Enoch**, First Execution Debtor, and **Ramoutloa, Seopedi Ruth**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Roodepoort, on 21 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 681, situated in the Township of Dobsonville Gardens, Registration Division IQ, Transvaal, being 681 Azalia Avenue, Dobsonville Gardens, Dobsonville.

Measuring: 273 (two hundred and seventy-three) square metres.

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

A detached single storey brick built residence with asbestos roof, comprising kitchen, lounge, separate toilet, three bedrooms and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 9th 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/R.164.)

Case 25185/93
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 **Sibeko, Delisile Nellie**, 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 20 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 538, situated in the Township of Protea North, Registration Division IR, Transvaal, being 538 Ngqoyi 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, bathroom 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 9th 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/S.472/cb.)

Case 14033/93

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 **Dean du Croq**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 16 February 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution, on 21 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1513, Dawn Park Extension 24 Township, situated on 37 South Boundary Road, Dawn Park Extension 24, in the Township of Dawn Park Extension 24, District of Boksburg, measuring 828 (eight hundred and twenty-eight) square metres.

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

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

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 9th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00072/Mrs Teixeira.)

Case 7773/94

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 **Reiner Bernd Buchholz**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 July 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 21 October 1994 at 11:15, at the office of the Sheriff 182, Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 130, Freeway Park Township, situated on 4 Constantia Road, Freeway Park, in the Township of Freeway Park, District of Boksburg, measuring 1 094 (one thousand and ninety-four) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick and plaster, tiled roof comprising lounge, family room, dining-room, three bedrooms, two bathrooms, kitchen, scullery, laundry, workroom and a double garage.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00241/Mrs Teixeira.)

Case 7058/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Simon Peter Maela**, First Defendant, and **Thuso Bridget Maela**, Second Defendant

In pursuance of a judgment and warrant of execution dated 30 November 1992, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 26 October 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain: Erf 314, Mackenzie Park Extension 1 Township, Registration Division IR, Transvaal, in extent 1 150 (one thousand one hundred and fifty) square metres, held under Deed of Transfer T33680/1991, situated at 2 Dikkop Street, MacKenzie Park, Extension 1, Benoni, which property has been zoned as special residential.

No warrant or undertaking is given in relation to the improvements which are described as follows: Main Building: Entrance hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen. Outbuildings: Garage. Other: Swimming-pool.

Terms and conditions:

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

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, 12 Liverpool Park, Liverpool Road, Benoni South.

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

N. Miller, Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorney, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. Mr N. Miller/CK.)

Saak 13875/94

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Marthinus Johannes de Winnaar**, Eerste Verweerder, en **Ester de Winnaar**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 15 Augustus 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 13 Oktober 1994 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere: Gedeelte 51, van Erf 3318, geleë in die dorpsgebied Elandspoort, Registrasieafdeling JR, Transvaal, met straat-adres bekend as Vergeet-my-niestraat 185, Elandspoort, groot 289 (tweehonderd nege-en-tagtig) vierkante meter.

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

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

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

Dyason Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0158).]

Case 9296/94 PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Mhlanga, Gezani Maurice**, Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the office of the Sheriff, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on 12 October 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale, of the undermentioned property situated at:

Erf 12322, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 308 (three hundred and eight) square metres, held by Certificate of Registered Grant of Leasehold TL47847/1988, which is zoned as residential and consists of (not guaranteed):

A dwelling, three bedrooms, lounge, bathroom, kitchen and w.c.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2 minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 26th August 1994.

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

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be sold at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 13 October 1994 at 10:00.

Nedcor Bank Limited, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetsoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus 4% (four per centum) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantee within fourteen (14) days of the sale.

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

Case Number: 970/93

Judgment Debtors: Mahachissane Fernando Macamo and Laiza Nomgqibelo Macamo

Property: Right of leasehold in respect of Erf 223, Jiyana Township, Registration Division IR, Transvaal, situate at 223 Jiyana Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, bathroom, dining-room, toilet, three bedrooms and kitchen. **Outbuildings:** Consisting of two outside rooms.

File Ref.: LN3248.

Case Number: 2400/92

Judgment Debtors: Motanyane Archibold Maobane and Pertunia Ntswaki Maobane

Property: Right of leasehold over Erf 431, Tembisa Extension 1 Township, Registration Division JR, Transvaal, situate at 431 Hospital View, Tembisa.

Improvements: Dwelling-house consisting of bathroom, three bedrooms, dining-room, kitchen and toilet.

File Ref.: L64/92.

Case Number: 5556/93

Judgment Debtors: Muxolisi Alfred Mazwi and Nozinja Ellen Mazwi

Property: Right of leasehold over Erf 839, Isithame Township, Registration Division IR, Transvaal, situate at 839 Isithame Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, three bedrooms, bathroom, kitchen and dining-room.

File Ref.: LN3378.

Case Number: 5873/91

Judgment Debtors: Dankiso Alpheus Jeane and Nomalanga Maria Jeane

Property: Right of leasehold over Erf 81, Motsu Township, Registration Division IR, Transvaal, situate at 81 Motsu Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, toilet, bathroom, three bedrooms, dining-room and kitchen. **Outbuildings:** Consisting of garage and two outside rooms.

File Ref.: L271/91.

Case Number: 19495/93

Judgment Debtors: Shinki Justinus Pitse and Mmankudi Martha Pitse

Property: Right of leasehold over Erf 8, Lifateng Township, Registration Division IR, Transvaal, situate at 8 Lifateng Section, Tembisa.

Improvements: Shopping complex consisting of supermarket, take-away cafe, butchery, dairy denn, dry cleaner and fruit shop.

File Ref.: LN3697.

Case Number: 3276/92

Judgment Debtors: **Martha Matladi Mabena**

Property: Right of leasehold over Erf 309, Inxiweni Township, Registration Division IR, Transvaal, situate at 309 Inxiweni Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, kitchen and two bedrooms. Outbuildings: Consisting of garage and two outside rooms.

File Ref.: L113/92.

Case Number: 6833/89

Judgment Debtors: **Sandile Hamilton Hlwathi and Nkosikhona Zanini Glory Hlwathi**

Property: Right of leasehold over Erf 339, Temong Township, Registration Division IR, Transvaal, situate at 339 Temong Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen.

File Ref.: L521/88.

Case Number: 12692/90

Judgment Debtors: **Sibanjone Philemon Makondjo and Rose Makondjo**

Property: Right of leasehold over Erf 738, Emangweni Township, Registration Division IR, Transvaal, situate at 738 Emangweni Section, Tembisa.

Improvements: Dwelling-house consisting of bathroom, dining-room, toilet, two bedrooms and kitchen. Outbuildings: Consisting of two outside rooms.

File Ref.: L384/90.

Case Number: 8280/92

Judgment Debtors: **Molata Isaac Mokolometsa and Motlhao Hilda Mokolometsa**

Property: Right of leasehold over Erf 17, Jiyana Township, Registration Division IR, Transvaal, situate at 17 Jiyana Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen.

File Ref.: L309/92.

Case Number: 12326/93

Judgment Debtors: **Skoete Timothy Mabuya and Matabezo Hendrina Mabuya**

Property: Right of leasehold over Erf 582, Tsenolong Township, Registration Division IR, Transvaal, situate at 582 Tsenolong Section, Tembisa.

Improvements: Dwelling-house consisting of bathroom, dining-room, toilet, two bedrooms and kitchen.

File Ref.: LN3565.

L. J. van den Heever, vir Schumanns, 12 Voortrekker Street; P.O. Box 67, Kempton Park.

Case 13894/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mafi Doronica Mavimbela**, First Defendant, and **Sam Mavimbela**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 12 August 1994, the property listed hereunder will be sold in execution on Wednesday, 19 October 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 6023, Daveyton Township, Registration Division IR, Transvaal, measuring 338 (three hundred and thirty-eight) square metres, known as 6023 Mazibuko Street, Daveyton, Benoni.

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

Main building: Brick under iron residence comprising two bedrooms, bathroom, kitchen and lounge. Fencing: Pre-cast walling. Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.

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

3. A deposit of 10% (ten per centum) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

4. The purchaser will pay interest at 19,25% (nineteen 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 sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 9th day of September 1994.

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

Case 4266/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sibonani Benedict Gcabashe**, Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 17928, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17928 Vosloorus Extension 25.

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

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

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

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

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

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

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

Dated at Boksburg on this 8th day of September 1994.

Tucker, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00852.)

Case 10471/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Nthoroane**, First Defendant, and **Summer-Rose Nthoroane**, Second Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 93, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 93 Mailula Park, Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this 2nd day of September 1994.

Tucker, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H648.)

Case 7412/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Dlezake Moses Mncube**, First Defendant, and
Khulumile Mayeni, Second Defendant

On 14 October 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1400, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1400 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this 7th day of September 1994.

Tucker, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H1381.)

Case 8708/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Bennet Hlatshwayo**, First Defendant, and **Mojabeng Selina Hlatshwayo**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 February 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 21 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 17531, Vosloorus Extension 25 Township, situated on 17531 Mohamane Crescent, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 424 (four hundred and twenty-four) 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, three 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 cent) and the balance against transfer.

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

Dated at Boksburg on this the 8th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7671/Mrs Kok.)

Case 2428/94

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 **Petrus Cornelius Ryan**, First Defendant, and **Dora Gertruida Maria Ryan**, 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 21 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 332, Vandykpark Township, situated on 36 Kiaat Street, Vandykpark, in the Township of Vandykpark, District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, laundry, three bedrooms, bathroom with w.c., double garage and servant's room with w.c.,

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

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

Dated at Boksburg on this the 8th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00154/Mrs Teixeira.)

Case 8930/91

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

In the matter between **Allied Bank**, a Division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Elias Kololo**, First Defendant, and **Albert Gololo**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 November 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 21 October 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 7701, Vosloorus Extension 9 Township, situated on 7701 Vosloorus Extension 9, in the Township of Extension 9, District of Boksburg, measuring 415 (four hundred and fifteen) square metres.

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

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

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

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

Dated at Boksburg on this the 8th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A5051F/Mrs Teixeira.)

Saak 5076/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Wilson Sibanda**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 24 Junie 1994 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 2 November 1994 om 14:00, te die Landdroskantore, Messina, geregtelik verkoop sal word, naamlik:

Erf 1413, Messina-Nancefield-dorpsgebied-uitbreiding 1, Registrasieafdeling MT, Transvaal, gehou kragtens Sertifikaat van Huurpag TL85699/92 ook bekend as Erf 1413, Messina-Nancefield, Messina.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Harry Townsendstraat, Messina, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Pietersburg op hede die 9de dag van September 1994.

H. J. S. Grobler, vir Henstock, Green & Grobler, Eiser se Prokureurs, Tweede Verdieping, Pionier-gebou, Landdros Maresstraat 52, Posbus 65, Pietersburg, 0700. [Tel. (0152) 295-9110.] (Verw. AVDM/IS0126.)

Saak 43803/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Sidwell Mathews Khanya**, Eerste Verweerder, en **Kwena Kate Galane** (Khanya), Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogenoemde Agbare Hof in bogemelde saak op 1 Augustus 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid op 19 Oktober 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Chestnutstraat 16, Heuweloord-uitbreiding 2, Wierdapark, Pretoria, en word omskryf as Erf 1303, Heuweloord-uitbreiding 2, groot 1 041 vierkante meter, gehou kragtens Akte van Transport T44849/92.

Die eiendom bestaan na bewering, maar sonder waarborg uit sitkamer, eetkamer, kombuis, twee slaapkamers badkamer, vloerteëls, vloermatte, warmwatersisteem en bediendekamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria hierdie 13de dag van September 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Walt Straat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2020.)

Case 18184/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkosi Paul William**, First Defendant, and **Nkosi Martha Pinki**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's offices at 8 Park Street, Kempton Park, on 13 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 747, Endulweni Township, Tembisa, Registration Division IR, Transvaal, measuring 421 (four hundred and twenty-one) square metres, situated at Erf 747, Endulweni Township, Tembisa.

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

Dwelling consisting of dining-room, kitchen, two bedrooms and toilet. *Outbuildings*: Two rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N21607/PC.)

Case 33885/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mgaga Jotham Mandlakayise**, First Defendant, and **Mgaga Rebecca Siziwe**, Second Defendant

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

All right, title and interest in the leasehold in respect of Erf 15 (now renumbered Erf 10686), Tokoza Extension 2 Township, Alberton, Registration Division IR, Transvaal, measuring 350 (three hundred and fifth) square metres, situated at Erf 15 (now renumbered Erf 10686) Tokoza Extension 2 Township, Alberton.

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

Dwelling under tiled roof, two bedrooms, lounge, kitchen and bathroom.

The property is zoned.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 the 31st day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M19144/SC.).

Case 6419/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makhudu Rakhali Annah Rosemary**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 891, Tladi Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 891, Tladi Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom. Outbuilding: Single garage.

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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 the 31st day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M9508/PC.).

Case 21411/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makgaka Toto Jacob**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 237, Moroka North Township, Registration Division IQ, Transvaal, measuring 283 (two hundred and eighty-three) square metres, situated at Erf 237, Moroka North Township.

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

Dwelling under iron roof, lounge, kitchen and two bedrooms. Outbuilding: Three garages.

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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 the 31st day of August 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22071/PC.).

Case 18886/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maduko Gositang Essau**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 6, Protea North Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 6, Protea North Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per 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 the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23870/PC.)

Case 16873/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Letlolo Matlhogo Elizabeth**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 18424, Meadowlands Township, Registration Division IQ, Transvaal, measuring 191 (one hundred and ninety-one) square metres, situated at 339 B Kubu Street, Zone 3, Meadowlands Township.

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

Dwelling under asbestos roof, dining-room, kitchen and bedroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per 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 the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L23658/PC.)

Case 7647/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dhlamini Mayingetsha Johannes**, First Defendant, and **Dlamini Patrick**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1264, Mofolo North Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 1264, Mofolo North Township.

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

Dwelling under asbestos roof and dining-room. Outbuilding: Single garage.

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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 the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D11242/PC.)

Case 1681/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shabalala Vos Elfes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's offices at 8 Park Street, Kempton Park, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 55, Teanong Township, Tembisa, Registration Division IR, Transvaal, measuring 254 (two hundred and fifty-four) square metres, situated at Erf 55, Teanong Township, Tembisa.

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

Dwelling consisting of dining-room, kitchen, two bedrooms, bathroom and toilet. Outbuilding: Single garage.

The property is zoned Residential.

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S13685/PC.)

Case 17500/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Theko Calvin Lirahlibonoe**, First Defendant, and **Theko Dianah**, 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 in front of the Magistrate's Court, President Steyn Street, Westonaria, on 14 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 2721, Bekkersdal Township, Westonaria, Registration Division IQ, Transvaal, measuring 312 (three hundred and twelve) square metres, situated at 2721 Bolao Street, Bekkersdal Township, Westonaria.

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

Dwelling under iron roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per 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 the 5th day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T23568/PC.)

Case 18880/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rakomane Dorothy**, Defendant

In execution of 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 in front of the Magistrate's Court, President Steyn Street, Westonaria, on 14 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 2694, Bekkersdal Township, Westonaria, Registration Division IQ, Transvaal, measuring 312 (three hundred and twelve) square metres, situated at Erf 2694, Bekkersdal Township, Westonaria.

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

Dwelling under iron roof, two bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per 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 the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R23872/PC.)

Case 3654/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbundwini Patrick Sonwabo**, 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 in front of the Main entrance to the Magistrate's Court, Fochville, on 14 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 195 Kerk Street, Potchefstroom, prior to the sale:

Erf 1637, Wedela Township, Registration Division IQ, Transvaal, measuring 194 (one hundred and ninety-four) square metres.

Situated at Erf 1637, Wedela Township.

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

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

The property is zoned residential.

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

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

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

Signed at Johannesburg on the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M26653/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Martin Yevon Peal**, Defendant

In execution of 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 South, 100 Sheffield Street, Turffontein, 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:

Erf 317, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 317 (three hundred and seventeen) square metres.

Situated at 23 Silika Street, Eldorado Park Township.

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

Dwelling consisting of lounge, kitchen and bedroom.

The property is zoned residential.

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

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

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

Signed at Johannesburg on the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23173/PC.)

Case 19825/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sepako Mokgwetsi Daniel**, First Defendant, and **Sepako Nomasonto Lizzie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4293, Naledi Township, Registration Division IQ, Transvaal, measuring 237 (two hundred and thirty-seven) square metres.

Situated at Erf 2258A, Naledi Township.

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

Dwelling consisting of dining-room, kitchen and two bedrooms.

Outbuilding: Three single garages.

The property is zoned residential.

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

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

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

Signed at Johannesburg on the 2nd day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S21790/PC.)

Case 9419/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sambu, Thomas**, First Defendant, and **Sambu, Mhlava Annah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4500 (now renumbered Erf 5278), Chiawelo Extension 1 Township, Registration Division IQ, Transvaal, measuring 227 (two hundred and twenty-seven) square metres, situated at 1690B Thohoyandou Street, Chiawelo Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, three bedrooms and bathroom. *Outbuildings*: Two single garages.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S11623/PC.)

Case 13536/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkutha, Meli Abraham**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2605, Zola Township, Registration Division IQ, Transvaal, measuring 235 (two hundred and thirty-five) square metres, situated at Erf 2605, Zola Township.

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

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 2nd day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N27496/PC.)

Case 16208/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkosi, Lizzy Jeanet**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1023, Senaoane Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 1023, Senaoane Township.

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

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 2nd day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N27681/PC.)

Case 1406/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moorosi, Diphaphang Justice**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 74, Klipspruit Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 74, Klipspruit Township.

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

Dwelling under asbestos roof, lounge and two bedrooms. *Outbuilding*: Two rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M6721/PC.)

Case 22346/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogotsi, Moklabane Albanos**, First Defendant, and **Mogotsi, Makaya Maita**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1521, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, situated at Erf 1521, Jabavu Central Western Township.

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

Dwelling under asbestos roof, dining-room, kitchen and two bedrooms. *Outbuildings*: Single garage and two rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22199/PC.)

Case 23310/87

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mofokeng, Esaie Bethuel**, First Defendant, and **Mofokeng, Salome**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1696, Protea North Township, Registration Division IQ, Transvaal, measuring 272 (two hundred and seventy-two) square metres, situated at Erf 1696, Protea North Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M6348/PC.)

Case 16924/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mejelo, Johannes David**, First Defendant, and **Mejelo, Agnes Nthabiseng**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1785, Moletsane Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 1785, Moletsane Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom. Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M17893/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbambo, Lulama Sheperd**, First Defendant, and **Mbambo, Eunice Nomathemba**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1184, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 390 (three hundred and ninety) square metres, situated at Erf 1184, Diepkloof Extension Township.

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

Dwelling under tiled roof, lounge, dining-room, family room, kitchen, four bedrooms and two bathrooms. Outbuilding: Two single garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M6299/PC.)

Case 15938/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbalula, Vuyisile Percy Henry**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1985, Protea North Township, Registration Division IQ, Transvaal, measuring 345 (three hundred and forty-five) square metres, situated at Erf 1985, Protea North Township.

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

Dwelling under iron roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M27646/PC.)

Case 19431/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phetwe, John Aaron Mangoele Pheko**, First Defendant, and **Phetwe, Martha Nontutuzelo**, 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, in front of the Magistrate's Court, Pollock Street, Randfontein, on 14 October 1994 at 14:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, Pollock Street, Rietfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5337, Mohlakeng Extension 3 Township, Randfontein, Registration Division IQ, Transvaal, measuring 250 (two hundred and fifty) square metres, situated at Erf 5337, Mohlakeng Extension 3 Township, Randfontein.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of September 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. P23896/PC.)

Case 738/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Group Five Construction (Proprietary) Limited**, Plaintiff, and **George Allan Ellis**, First Defendant, and **Stephen Wilson**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 24 February 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 October 1994 at 10:00, at the saleroom of the Sheriff for the Supreme Court, Sandton-Midrand, Ground Floor, Fluor House, 100 Graystone Drive, Sandown, to the highest bidder:

Property description: Erf 296, Hurlingham Township, Registration Division IR, Transvaal, measuring 4 925 (four thousand nine hundred and twenty-five) square metres.

Improvements: Six bedrooms, two lounges, kitchen, three bathrooms, dining-room, servants' quarters, tiled roof, brick boundary walls, swimming-pool, tennis court and double garages.

Street address: 35 Balmoral Avenue, Hurlingham.

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee to the reasonable satisfaction of the Execution Creditor's attorneys and to be furnished within 14 days after the date of sale.
4. If transfer of the property is not registered within one month after the sale, the purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 16,25% (sixteen comma two five per cent) per annum and to any other bondholder at the rate payable in terms of the relevant bond on the respective amounts of the award to the Execution Creditor and any such bondholder in the plan of distribution as from the expiration of one month after the sale to date of transfer.
5. The purchaser shall pay the auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, endowments (if any), arrear and current rates, levies and municipal fees, including water and electricity consumption, sewerage connection fees (if any), taxes and/or Value-Added Tax which are or may become due and payable prior to registration of transfer including Joint Services Board levies if applicable and all charges necessary to effect transfer, upon request by the attorney for the Execution Creditor.
6. The full conditions of sale may be inspected during office hours at the saleroom of the Sheriff for the Supreme Court, Sandton-Midrand, Ground Floor, Fluor House, 100 Graystone Drive, Sandown; and at the offices of the Execution Creditor's attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 12th day of September 1994.

C. Brennan, for Cox Yeats, Execution Creditor's Attorneys, 12th Floor, Victoria Maine, 71 Victoria Embankment, Durban.
(Ref. C. Brennan/cm/15S050027.)

Case 4853/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johan Andries van Staden** (Identiteitsnommer 5907235033082), First Defendant, and **Ina Hermien van Staden**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 28 July 1994, and warrant of execution dated 28 July 1994, the following property will be sold in execution on 19 October 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 2283, Rynfield Extension 11 Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, carpets/novilon, lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c., laundry, entrance hall and brick walls, known as 15 Franshoek Street, Rynfield, Benoni.

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

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

Dated at Benoni on the 13th day of September 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1280.)

Case 3554/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mika Solomon Mahlangu**, Defendant

Kindly take notice that pursuant to a judgment granted on 6 June 1994, and warrant of execution dated 23 August 1994, the following property will be sold in execution on 19 October 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Site 60 (now 14460), Daveyton Extension 3, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, carpets/tiles, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and wire fence, known as 15060 Andre Crescent, Daveyton, Benoni.

Terms and conditions:

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

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

Dated at Benoni on this the 13th day of September 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1252.)

Case 13868/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jacobs: Carol Vanesia**, First Defendant, and **Filander: Yvette**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 13 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, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 763, in the Township of Eldorado Park, Registration Division IQ, Transvaal, in extent 396 (three hundred and ninety-six) square metres, situated at 9 Silver Street, Eldorado Park, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings*: Garage, boundary brick and concrete walls, paving and steel gates.

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 9th 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/MN6615.)

Case 16617/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mshigo: Sinah**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 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, Second Floor, TFC-House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in Erf 14465 (situated in Zone 1), Diepkloof Township, Registration Division IQ, Transvaal, in extent 300 (three hundred) square metres, situated at 14465 Diepkloof Zone 1, Soweto.

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

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 9th 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/MN6621.)

Case 15074/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phalele Abel Montwedi**, 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 21 October 1994 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address and will also be read out by the Sheriff prior to the sale in execution.

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 Site 1361, Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 435 (four hundred and thirty-five) square metres, held under Deed of Transfer TL20355/87.

Known as 1361 Extension 2, Mamelodi Gardens, Mamelodi.

Improvements: Single storey, three bedrooms, lounge, kitchen and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1803.)

Case 7025/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Edward Robert Andrew Greliche**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 20 October 1994 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court at the aforementioned address and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 802, situated in the Township of Henley-On-Klip, Registration Division IR, Transvaal, measuring 4 064 (four thousand and sixty-four) square metres, held by virtue of Deed of Transfer T23388/85.

Known as 802 Cleeve Road, Henley-On-Klip.

Improvements: Three bedrooms, two bathrooms, kitchen, dining-room, lounge, study, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1411.) (Sheriff's Ref. N. C. H. Bouwman, Tel. 016-21 3400.)

Saak 3039/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **H. G. Siboza**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 4 Julie 1994 toegestaan is, op 7 Oktober 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkoms die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Witbank, vir 'n tydperk van 7 (sewe) dae voor die verkoping, te wete:

Sekere Erf 2153, KwaGuqa, Witbank, Registrasieafdeling JS, Transvaal, groot 200 (tweehonderd) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL32956/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 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 Witbank op hierdie 12de dag van September 1994.

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

Saak 17607/93

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

In die saak tussen **Stadsraad Kempton Park**, Eiser, en **B. B. Dippenaar**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdros Hof en 'n lasbrief vir eksekusie gedateer 22 November 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Baljukantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 13 Oktober 1994 om 10:00:

Erf 1531, Norkem Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 028 (eenduisend agt-en-twintig) vierkante meter.

Bekend as Dick Mancelaan 4, Norkem Park, Kempton Park.

Voorwaardes van verkoping:

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

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

Woonhuis: Sitkamer, drie badkamers, eetkamer, drie toilette, vier slaapkamers, motorhuis, kombuis en familie/TV-kamer.

Buitegebou: Afdak en oprit.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne 30 (dertig) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20, Privaatsak 53, Kempton Park.

Saak 12064/93

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

In die saak tussen **Stadsraad Kempton Park**, Eiser, en **P. L. M. Vortsman**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 31 Maart 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Baljukantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 13 Oktober 1994 om 10:00:

Erf 26, Chloorkop-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 650 (seshonderd en vyftig) vierkante meter.

Bekend as Buffalostraat 12, Chloorkop.

Voorwaardes van verkoping:

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

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

Woonhuis: Kombuis, woon/sitkamer, drie slaapkamers en twee badkamers.

Buitegeboue: Motorhuis, bediendekamer en latrine.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne 30 (dertig) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20, Privaatsak 53, Kempton Park.

Case 22955/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mkhohlane Jim Labase**, First Defendant, and **Puleng Emily Labase**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Klerksdorp on Friday, 14 October 1994 at 11:00, at the offices of the Sheriff, 11 Teak Avenue, Klerkindustria, Klerksdorp, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 1730, situated in the Township Kenana, Registration Division IP, Transvaal, measuring 440 (four hundred and forty) square metres as shown on General Plan L941/85, held by virtue of Certificate of Registered Grant of Leasehold TL9202/89, known as 1730 Kanana, Klerksdorp.

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

A plastered tiled roof dwelling consisting of two bedrooms, bathroom, lounge and kitchen.

Terms: The sale is without reserve.

Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Klerksdorp, within 14 (fourteen) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 11 Teak Avenue, Klerkindustria, Klerksdorp.

Dated at Pretoria this 12th day of September 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/58742.)

NOTICE OF SALES IN EXECUTION (GERMISTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 13 October 1994 at 10:00. **Nedcor Bank Limited**, is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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 3712/93: Judgment Debtor: **Johannes Joost Joubert**. *Property:* Remaining extent of Erf 6, Witfield Township, Registration Division IR, Transvaal, situated at 112 Pine Avenue, Witfield, Germiston. *Improvements:* Two detached single storey brick built cottages under iron roof. The one comprising seven rooms other than kitchen and bathroom with outbuildings, comprising double garage, and the other comprising five rooms other than kitchen and bathroom with outbuildings comprising two carports. Both have outbuildings of a similar construction comprising servants' quarters and toilet. *Reference:* MJ0006.

Case 3158/92: Judgment Debtors: **Abraham Andries Truter and Ethel Truter**. *Property:* Erf 201, Homestead (Jhb) Township, Registration Division IR, Transvaal, situated at 3 Patrick Avenue, Homestead, Germiston. *Improvements:* Detached single storey brick built residence under tiled roof, comprising five rooms other than kitchen and two bathrooms with outbuildings of a similar construction, comprising garage, carport, jacuzzi and servants' quarters. *Reference:* MT0009.

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.]

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, 12 October 1994 at 10:00. **Nedcor Bank Limited**, is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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 1586/89: Judgment Debtors: **Sibusiso Khethezakhe Khumalo and Sawatsi Georgina Khumalo**. *Property:* Right of leasehold over Erf 8378, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8378, Tokoza. *Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom. *Reference:* MK0027.

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.]

NOTICE OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 13 October 1994 at 10:00. **Nedcor Bank Limited**, is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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 3751/94: Judgment Debtor: **Buti Solomon Motsoene**. *Property:* Right of leasehold over Erf 482, Maokeng Township, Registration Division IR, Transvaal, situated at Erf 482, Maokeng, Tembisa. *Improvements:* Detached single storey brick built residence under tiled roof, comprising five rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction, comprising garage. *Reference:* MM0543.

Case 7175/94: Judgment Debtor: **Walter Yende**. *Property:* Right of leasehold over Erf 317, Tlamatlama Township Registration Division IR, Transvaal, situated at Erf 317, Tlamatlama, Tembisa. *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 two garages and toilet. *Reference:* MY0002.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent. [Tel. (011) 825-1015.]

Saak 6778/94

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

In die saak tussen **Standard Bank van Bophuthatswana Beperk**, Eiser, en **Johannes Sebueng Phege**, Verweerder

'n Verkoping word gehou deur die Balju, Rustenburg, by die Landdroshof, Rustenburg, hoek van Van Staden- en Klopperstraat, Rustenburg, op 14 Oktober 1994 om 10:30 van:

Erf 7116, in die dorpsgebied Boitekong-uitbreiding 3, Registrasieafdeling JQ, Transvaal, groot 400 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL54426/93 (voorheen geregistreer as alle reg, titel en belang in die Huurpag, nou eiendomsreg kragtens artikel 2 van Wet No. 112 van 1991) (beter bekend as 7116, Boitekong, distrik Rustenburg).

Besonderhede word nie gewaarborg nie.

'n Woonhuis met steenmure en teëldak bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, aparte toilet en draadomheining.

Besigtig voorwaardes by Balju, Rustenburg, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg.

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

Saak 49196/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Uwe Frey**, Eerste Verweerder, en **Petronella Frey**, Tweede Verweerder

'n Verkoop word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 25 Oktober 1994 om 10:00, van:

'n Eenheid bestaande uit:

Deel 4, soos getoon en meer volledig beskryf op Deelplan SS.15/89 in die skema bekend as Tricarrel ten opsigte van die grond en gebou of geboue geleë te Erf 1389, in die dorp Sunnyside, plaaslike bestuur: Stadsraad van Pretoria, waarvan die deel se vloeroppervlakte volgens die genoemde deelplan 83 (drie-en-tagtig) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport ST61732/93 (beter bekend as Tricarrelwoonstelle 118, Jorrissenstraat 170, Sunny-side).

Besonderhede word nie gewaarborg nie.

'n Woonstel met baksteenmure, beton dak, teëlvloere en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, twee en 'n half slaapkamers, badkamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak 30089/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **John William Cherry**, Verweerder

'n Verkoop word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 25 Oktober 1994 om 10:00, van:

Resterende gedeelte van Gedeelte 10, van Erf 567, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, groot 1 436 vierkante meter, gehou kragtens Akte van Transport T73642/93 (beter bekend as 27ste Laan 795, Rietfontein, Pretoria).

Besonderhede word nie gewaarborg nie: 'n Woonhuis met baksteenmure, teëldak, vinielteëlvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. *Buitegeboue*: 'n Dubbelmotorhuis en waskamer.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak 13720/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Salome Truter**, Eerste Verweerder, en **Hendrik Jacobus Geldenhuys Truter**, Tweede Verweerder

'n Verkoop word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 19 Oktober 1994 om 10:00, van:

Gedeelte 67, van die plaas Doornkloof 391, Registrasieafdeling JR, Transvaal, groot 8,9143 hektaar, gehou kragtens Akte van Transport T68052/91 (beter bekend as Gedeelte 67 van die plaas Doornkloof 391, Irene).

Besonderhede word nie gewaarborg nie.

'n Woonhuis, gedeeltelik 'n dubbelverdieping, met steenmure, teëldak en vinielteëlvloere, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, spens, opwaskamer, waskamer, drie slaapkamers en twee badkamers. *Buitegeboue*: Drie motorhuise, twee motorafdakke, bediendekamers en toilet.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad.

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

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 **David Preston McMean**, First Defendant, and **Julie Catherine McMean**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 3 August 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 705, Crystal Park Extension 1 Township, situated on 103 Heilbron Street, in the Township of Crystal Park Extension 1, District of Benoni, measuring 1 191 (one thousand one hundred and ninety-one) square metres.

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

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

Dated at Boksburg on this 13th day of September 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00229 (UB229).]

Case 12650/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. 87/01384/06), Plaintiff, and **Lindi Ellen Magagane**, First Defendant, and **Tshepo Mathopa**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 December 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 October 1994 at 11:15, at the office of the Sheriff, 182 Leeupoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 7678, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, situate on 7678 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 407 (four hundred and seven) square metres.

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

Building built of brick and plaster, tiled roof comprising of 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 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 12th day of September 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00038/Mrs Kok.)

Case 19341/93
PH 609IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Shaka Moses Nkutha**, First Defendant, and **Maureen Simelane**, 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 hereunder will be sold on 7 October 1994 at 11:15, at the offices of the Sheriff, Boksburg, 182 Leeupoort Street, Boksburg, to the highest bidder:

Stand 7220, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, held under Deed of Transfer TL6788/90, situated at 7220 Intendekwane Crescent, Vosloorus Extension 9.

The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: Walls brick and plaster, roof tiled, lounge, kitchen, three bedrooms, bathroom and toilet, floors carpeted and tiled, fence.

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, Boksburg, 182 Leeupoort Street, Boksburg.

Dated at Johannesburg on this the 15th 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 8837/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Bernardus Cilliers**, First Defendant, and **Lynette Cilliers**, Second Defendant

A sale in execution of the undermentioned property is to be held at Erf 707, Tasbetpark Extension 1, Witbank, known as 13 Pendoring Street, Tasbet Park Extension 1, Witbank, on Friday, 21 October 1994 at 09:00:

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 707, Tasbetpark Extension 1, Township, Registration Division JS, Transvaal, known as 13 Pendoring Street, Tasbetpark Extension 1, Witbank.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1584.)

Case 14977/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbalekwa Johannes Hlophe**, First Defendant, and **Dellsie Lebuisang Hlophe**, Second Defendant

A sale in execution of the undermentioned property is to be held at Erf 528, Clewer Township, known as 95 Robertson Street, Clewer, on Friday, 28 October 1994 at 09:00:

Full conditions of sale can be inspected at the Sheriff, Witbank, at 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 528, Clewer Township, Registration Division JS, Transvaal.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1795.)

Case 4581/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Louis Phikani Ngomane**, Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court Offices, Kriel, on Wednesday, 12 October 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Kriel, 50 Oliver Street, Kriel, and will be read out prior to the sale.

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

Property: All right, title and interest in the leasehold in respect of Erf 249, Thubelihle Township, Registration Division IS, Transvaal.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1322.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fikile Johannes Nkosi**, Defendant

A sale in execution of the undermentioned property is to be held at offices of the Sheriff, Evander, First Floor, Lastinda Building, Lisbon Street, Evander, on Wednesday, 26 October 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Evander, at the above address, and will be read out prior to the sale.

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

Property: All right, title and interest to the leasehold in respect of Erf 2083, Embalenhle Township, Registration Division IS, Transvaal.

Improvements: Structure consisting of four rooms, kitchen, three store-rooms, ablution block with three toilets, ablution block with five toilets (presently used as a bottlestore, bar and cafe).

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1782.)

Case 13691/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesole Peter Mohlala**, Defendant

A sale in execution of the undermentioned property is to be held at Sheriff Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 21 October 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom/Soshanguve, at the above address, and will be read out prior to the sale.

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

Property: Leasehold Stand 1632, GG Soshanguve, Residential Area of Soshanguve, District of the District Representative Department of Development Aid Soshanguve.

Improvements: Single storey, three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1758.)

NOTICE OF SALE IN EXECUTION – IMMOVABLE PROPERTY

A sale in execution of the undermentioned properties is to be held at Magistrate's Court, Delville Street, Witbank, on Friday, 28 October 1994 at 10:00:

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

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

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

1. Case 14976/94 (File ref. Mr Du Plooy/GT1797).

Execution Debtor: **Dennis Klass Kgwedi.**

Property: Erf 2364, Kwa Guqa Extension 4 Township, Registration Division JS, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and bathroom.

2. Case 14599/94 (File ref. Mr Du Plooy/GT1804).

Execution Debtor: **Paulos Mbekezeli Maseko.**

Property: Erf 2076, Kwa Guqa Extension 4 Township, Registration Division JS, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and bathroom.

3. Case 9993/94 (File ref. Mr Du Plooy/GT1632).

Execution Debtor: **Kepa David Mofokeng and Setuitla Maria Mofokeng.**

Property: Erf 800, situated in the Township of KwaGuqa Extension 2, Registration Division JS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.]

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Samuel Motlemolleng Mahlaka**, First Defendant, and **Mmule Margaret Mahlaka**, 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 14 October 1994 at 11:00, of the following property:

All the right, title and interest in the leasehold in respect of Erf 12076, Mamelodi Township, Registration Division JR, Transvaal, measuring 557 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL78952/1988.

This property is situated at Stand 12076, Block 2, Mamelodi East, Pretoria.

The property is improved as follows: Three bedrooms, lounge, kitchen, three bathrooms/toilets, dining-room 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 Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 16th day of September 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Saak 41020/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacobus Petrus Alwyn Botha**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 4 Julie 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 Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word bestaan uit 'n leë onbewerkte plot en word omskryf as Gedeelte 15 ('n gedeelte van Gedeelte 22), van die plaas Rooibank 89, Registrasieafdeling JR, Transvaal, groot 21,4139 hektaar.

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

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

Geteken te Pretoria hierdie 14de dag van September 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Ref. mev. Malherbe.)

Saak 4484/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **New Terminus Properties (Pty) Ltd**, Eerste Verweerder, **Lauranti Charles Chessy**, Tweede Verweerder, **Rose-Mary Kgatla**, Derde Verweerder, en **Augustinus Tebogo Kgatla**, Vierde Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 25 Julie 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Tweede Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Donderdag, 13 Oktober 1994 om 10:00:

Erf 3031, geleë in die dorpsgebied Atteridgeville, Registrasieafdeling JR, Transvaal, grootte 304 vierkante meter, gehou kragtens Akte van Transport TE90333/92, die eiendom is ook bekend as Malulekastraat 31, Atteridgeville.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Noord-Wes, Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Baksteen huis onder 'n asbestos dak bestaande uit vier slaapkamers en buitegeboue bestaande uit twee kamers.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Noord-Wes, by bogemelde adres, waar dit gedurende normale kantoorure geïnspekteer kan word.

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

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F.9908.)

Saak 9255/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Erna Trichardt**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 Junie 1994, sal die ondergelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Donderdag, 13 Oktober 1994 om 10:00:

Gedeelte 1 van Erf 34, geleë in die dorpsgebied Eloffsdal, Registrasieafdeling JR, Transvaal, grootte 1 276 vierkante meter, gehou kragtens Akte van Transport T19562/1992, die eiendom is ook beter bekend as Eloffstraat 254, Eloffsdal, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet, motorhuis, afdak en stoorkamer.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Wes, by bogenoemde adres, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 13de dag van September 1994.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Mev. Pieterse/F.10710/ws.)

Saak 4484/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **New Terminus Properties (Pty) Ltd**, Eerste Verweerder, **Lauranti Charles Chessy**, Tweede Verweerder, **Rose-Mary Kgatla**, Derde Verweerder, en **Augustinus Tebogo Kgatla**, Vierde Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 25 Julie 1994, sal die ondergelde onroerende eiendom, geregistreer in die naam van die Derde Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Donderdag, 13 Oktober 1994 om 10:00:

Erf 1467, geleë in die dorpsgebied Saulsville, Registrasieafdeling JR, Transvaal, grootte 297 vierkante meter, gehou kragtens Sertifikaat van Eienaarskap TE20642/93, die eiendom is ook beter bekend as Magolodistraat 119, Saulsville.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Noord-Wes, Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Gepleisterde baksteen huis onder 'n teëldak bestaande uit twee slaapkamers, badkamer, sitkamer/eetkamer en kombuis en buitegeboue bestaande uit twee kamers.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Noord-Wes, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 12de dag van September 1994.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F.9908/mw.)

Saak 3069/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **S. Mdayi**, 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 14 Oktober 1994 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroskantoor, Delvillestraat, Witbank, verkoop word:

Erf 2595, Uitbreiding 4, kwaGuqa, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van kwaGuqa gehou kragtens Grondbrief T57625/1992, grootte 200 (twee nul nul) 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 wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 8ste dag van September 1994.

Bezuidenhout Van Zyl, p.a. Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 19658/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Letlaka, Pamela Helena Tumeka**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suite, a sale without reserve will be held at the office of the Sheriff, Sandton, at Ground Floor, Fluor House, Grayston Drive, Sandown, on Friday, 14 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 unit consisting of:

(a) Section 41, as shown and more fully described on Sectional Plan SS100/84, in the scheme known as Lowndes Gate, in respect of the land and building or buildings situated at Illovo Township, in the area of the Sandton Local Authority, of which the floor area, according to the said sectional plan, is 95 (ninety-five) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportion to the said section in accordance with the participation quote as endorsed on the said sectional plan, situation 203 Lowndes Gate, Fricker Road, Illovo.

Improvements (not guaranteed): Lounge, dining-room, two bedrooms and bathroom.

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 9th day of September 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. RK11E/mgh/tf.)

Saak 630/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVA GEHOU TE SOSHANGUVA

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Michael Poesana Kgwele**, 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 14 Oktober 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

2278 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Grondbrief TL3067/90, grootte 375 (driehonderd vyf-en-sewentig) 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 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 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

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

Haupt & Vennote, p.a. Block 489, Soshanguve. (Tel. 546-6613.) (Verw. mev. Snyman/EB0375.)

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVA GEHOU TE SOSHANGUVA

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Meshack Bonge Ranyawa**, Eerste Verweerder, en **Anna Malenkwe Ranyawa**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom, as 'n eenheid op 14 Oktober 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

1117 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Grondbrief TL2008/89, grootte 300 (driehonderd) 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 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 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Geteken te Soshanguve op hierdie 8ste dag van September 1994.

Haupt & Vennote, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. mev. Snyman/EB0405.)

Saak 832/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVA GEHOU TE SOSHANGUVA

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Amos Fanie Letwaba**, Eerste Verweerder, en **Christina Lindeni Letwaba**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom, as 'n eenheid op 14 Oktober 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

1057 GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Grondbrief TL1530/89, grootte 300 (driehonderd) 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 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 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Geteken te Soshanguve op hierdie 30ste dag van Augustus 1994.

Haupt & Vennote, p.a. Blok G, Soshanguve. (Verw. mev. Snyman/EB0258.)

Saak 2762/92

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

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Ramasodi Ezekiel Matlaisane**, Eerste Verweerder, en **Mathobela Martha Matlaisane**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom, as 'n eenheid op 14 Oktober 1994 om 11:00, per publieke veiling deur die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

21363 Mamelodi-uitbreiding 3, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mamelodi, gehou kragtens Grondbrief TL75116/88, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande 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 dae na veiling.
 3. Besit en okkupasie teen betaling van deposito en kostes.
 4. Verdere voorwaardes by Balju ter insae.
- Geteken te Pretoria-Noord op hierdie 9de dag van September 1994.
- Haupt & Vennote, hoek van Genl. De Wet- en Burgerstraat, Pretoria-Noord. (Verw. mev. Snyman/EB0312.)

Saak 478/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Matsheni Bottom Ntuli**, Eerste Verweerder, en **Ramaseela Lydia Ntuli**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 21 Oktober 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

32 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Soshanguve, gehou kragtens Grondbrief TL169/90, grootte 351 (driehonderd een-en-vyftig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande bakstene 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 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Geteken te Soshanguve hierdie 13de dag van September 1994.

Haupt & Vennote, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. mev. Snyman/EB0336.)

Case 3608/93

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

In the matter between **Town Council of Brakpan**, Plaintiff, and **Pro Power Prop Pty Ltd**, Defendant

In pursuance of a judgment in the Court of the Magistrate's of Brakpan, and writ of execution dated 19 May 1994, the property listed hereunder will be sold in execution on 14 October 1994 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, 1540, to the highest bidder:

Certain: Portion 138 of the Farm Witpoortjie 117, Registration Division IR, Transvaal, held by Deed of Transfer T6852/1982, measuring 2,0243 (two comma zero two four three) hectares, held by Deed of Transfer T6852/1982.

The property is defined as a residential stand, situated at Portion 138 of the Farm Witpoortjie 117.

No warrant or undertaking is given in relation to the nature of the improvements, which are described as follows: Main Building: Vacant premises. Outbuildings: Vacant premises.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale the purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's office.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.
- (d) The purchase price shall be paid as to 10% (ten per cent) thereof or R500 (five hundred rand) whichever is the greater on the day of the sale and the judgment creditor's claim at the rate specified in the full conditions of sale to date of payment, within 14 (fourteen) days to be paid or secured by a bank or building society guarantee.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in (d) above, without prejudice to any claim against him for damages.

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

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

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road; P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Janeke/AH/Erf 188 Witpoort.)

Case 2410/94

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

In the matter between **First National Bank**, Plaintiff, and **T. F. Lepheana**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 July 1994, and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution on 14 October 1994 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan, to the highest bidder:

Property: All right, title and interest in the leasehold in respect of Erf 15521, Tsakane Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, held by Certificate of Registered Grant of Leasehold TL 680/1991, also known as 15521 Kokwana Street, Tsakane Extension 5, Brakpan.

Description of the property: Brick and plaster building under asbestos roof: Lounge, kitchen, two bedrooms and bathroom, wire fencing.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the 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 centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Brakpan on this the 6th day of September 1994.

P. J. Cowling, for Trollip, Cowling & Janeke, P.O. Box 38, Brakpan, c/o Ivan Davies, Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ashton/NK/DN0494.)

Case 127643/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Samuel Nemusunda** and **Julia Nemusunda**, Defendants

In pursuance of a judgment in the Magistrate's Court, and writ of execution the property listed hereunder which was attached on 8 October 1993, will be sold in execution on Tuesday, 7 October 1994 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg, to the highest bidder:

Erf 501, Protea Glen Township, Registration Division IQ, Transvaal, in extent 216 (two hundred and sixteen) square metres, situated at 501 Protea Glen, Soweto, Johannesburg.

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

Residence: Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets. *Outbuildings:* Non. *Boundary:* Fenced. *Improvements:* None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 32 Von Brandis Street, Johannesburg, Sheriff for the Magistrate's Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4; 29-3921/2/3.) (Docex. DX.571.) (Ref. Mr Steyn/335.)

Case 46830/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Lekgama Michael Phondoane** and **Malehu Maria Phondoane**, Defendants

In pursuance of a judgment in the Magistrate's Court, and writ of execution the property listed hereunder which was attached on 10 August 1994, will be sold in execution on Thursday, 14 October 1994 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg, to the highest bidder:

Erf 11819, Pimville Zone 7 Township, Registration Division IQ, Transvaal, in extent 248 (two hundred and forty-eight) square metres, situated at 11819 Pimville Zone 7, Johannesburg.

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

Residence: Single-storey dwelling, detached. *Walls:* Brick, plaster and paint. *Roof:* Tile. *Floor:* Fitted carpets and vinyl tiles. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 32 Von Brandis Street, Johannesburg, Sheriff for the Magistrate's Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4; 29-3921/2/3.) (Docex. DX.571.) (Ref. Mr Steyn/518.)

**Case 14474/94
PH 84**

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

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Mooi: Khuliswa Theshina**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned action, a sale without reserve will be held at the offices of the Deputy Sheriff of the Supreme Court, 182 Leeupoort Street, Boksburg, on 14 October 1994 at 11:15, of the undermentioned property of the Defendant, on conditions to be read out by the auctioneer at the offices of the Sheriff, at 182 Leeupoort Street, Boksburg, prior to the sale:

The right of leasehold in respect of Site 8288, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, in extent 317 square metres, as shown on General Plan L491/1987, held under Certificate of Registered Grant of Leasehold TL20839/1988 and corresponding with Site 8288, Vosloorus Extension 9 Township.

Unfortunately, due to circumstances beyond the control of the Plaintiff, it has not been possible for the Plaintiff to obtain any information relative to the property and any improvements thereon.

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

Auctioneer's charges are payable on the day of the sale to be calculated as follows: 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. Minimum charges are R200.

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

T. D. Brenner, for Feinsteins Inc., Attorneys for Plaintiff, Ninth Floor, The Atrium, 41 Stanley Avenue, Milpark, Johannesburg. (Tel. 482-1735.) (Fax. 726-8503.) (Ref. T. D. Brenner/10932.)

Case 15171/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Miles, Ann**, Execution Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale with reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on 13 October 1994 at 10:00, the undermentioned property of the Judgment Debtor.

Erf 201, Meredale Township, Registration Division IQ, Transvaal, measuring 1 918 (one thousand, nine hundred and eighteen) square metres.

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

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

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

John Edward Broido, Attorney for Plaintiff, 1711 Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-2141.) (Ref. Mr Broido/CGA.)

Case 120369/93

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

In the matter between **The Body Corporate of Hermanna Court**, Plaintiff, and **Mr Mtembu**, Defendant

In pursuance of a judgment granted by the above Court, on 26 January 1994 and a warrant of execution dated 4 February 1994, the property hereunder will be sold, subject to a reserve price, in execution by the Sheriff at the Magistrate's Court, Fox Street Entrance, Johannesburg, on 14 October 1994 at 10:00, onwards to the highest bidder:

Certain Unit 4, in the building known as Hermanna Court as more fully described on Sectional Plan ST1/1981 in the scheme known as SS Hermanna Court in respect of the land and building/buildings situated at 13 Paul Nel Street, Hillbrow Township, Local Authority Johannesburg, of which unit the floor area according to the sectional plan is 138 square metres; and

an undivided share in the common property in the scheme allocated to the afore-mentioned unit in accordance with the participation quota indicated in the above sectional plan (also known as Unit 4, Mandalay Court, Flat 2, 13 Paul Nel Street, Hillbrow, Johannesburg).

Consisting of: Two bedrooms, two bathrooms, kitchen, living-room, entrance hall and parking by 10.

Terms: 10% (ten per centum) of the purchase price payable in cash immediately after conclusion of the sale and, in respect of the balance of the purchase price, which is payable against registration of transfer, a bank or building society or other satisfactory guarantee is to be furnished within 14 (fourteen) days of date of the sale.

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

Dated at Johannesburg this the 5th day of September 1994.

Van Zyl, Attorneys, First Floor, 132 Jan Smuts Avenue, Parkwood; P.O. Box 37112, Birnam Park, 2015. (Tel. 880-8023.) (Ref. K. van Zyl/HER1011.)

Case 10834/94
PH 376

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Chillmigras, John Arthur**, First Defendant, and
Chillmigras, Dorothea, Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Wednesday, 12 October 1994 at 14:30, at 2 Northview, 45 Richards Drive, Halfway House, Midrand, to the highest bidder:

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

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

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

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

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, Halfway House.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.
6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 7th day of September 1994.

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

Case 3531/93

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

In the matter between **NBS Bank Ltd**, formerly trading as Natal Building Society, Plaintiff, and **Daniel Wilhelmus Stoltz**, First Defendant, and **Anette Elsabe Fourie**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate's of Alberton, dated 18 June 1993, and a warrant of execution dated 14 July 1994, the following property will be sold in execution without reserve to the highest bidder on 19 October 1994 at 10:00, at the Sheriff of the Court Offices, Johria Hof, Du Plessis Street 4, Florentia, Alberton:

Erf 98, Verwoerdpark Extension 1 Township, Registration Division IR, Transvaal, also known as 6 Smarag Street, Mayberry-park, measuring 691 (six hundred and ninety-one) square metres, held by Deed of Transfer T23104/1991.

Zoned: Residential.

The property has been improved by the erection of a dwelling-house and the normal outbuilding.

Improvements (not warranted to be correct): Lounge, three bedrooms, dining-room, kitchen, bathroom, two toilets and fenced.

Terms and conditions:

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof shall be paid or secured by a bank or building society guarantee within fourteen (14) days after the date of the sale.

2. *Conditions:* The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court, Johria Court, Du Plessis Street 4, Florentia, Alberton. The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

Signed at Alberton on this the 13th day of September 1994.

R. Swanevelder, for S. J. Naude & Klopper, Plaintiff's Attorneys, 1-12 an Riebeeck Building, 42 Van Riebeeck Avenue, P.O. Box 34, Alberton. (Tel. 907-2730.) (Ref. Mr Swanevelder/DL.)

Case 13670/94

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Nigrini, Stephanus**, 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 by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 13 October 1994 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain Erf 45, Birch Acres Township, Registration Division IR, Transvaal, measuring 911 (nine hundred and ninety-one) square metres, held under Deed of Transfer T75439/93, situated 11 Glansspreeu Street, Birch Acres, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Lounge, two bathrooms, dining-room, two toilets, three bedrooms, garage, kitchen and driveway.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 5th day of September 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

**Case 8744/94
PH 187**

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

In the matter between **Mercantile Bank Limited**, Plaintiff, and **Vusumuzi Eric Nxani**, First Defendant, and **Kiddie Mirriam Nxani**, Second Defendant

In pursuance of a judgment in the Magistrate's Court of Johannesburg, and warrant of execution dated 16 March 1994, the property listed hereunder will be sold in execution on 12 October 1994 at 10:00, at the office of the Sheriff for Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Erf 2587, Motlounge Township, Registration Division IR, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, held by Certificate of Registered Grant of Leasehold TL14768/1989.

Conditions of sale:

1. The following improvements are reported but nothing is guaranteed: Dwelling-house and outbuildings.

2. The terms and conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed at Johannesburg on this 13th day of September 1994.

G. Nochumsohn, for Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. Mr Nochumsohn.)

Case 26454/91

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 **Zebrina Park (Proprietary) Limited**, 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 Randburg, at Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on 11 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 Portion 125 (a portion of Portion 3), of the farm Zevenfontein 407, Registration Division JR, Transvaal, area 8,8771 hectares, situation Portion 125 (a portion of Portion 3) of the farm Zevenfontein.

Improvements (not guaranteed): A vacant erf.

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

Dated at Johannesburg on the 24th 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 18774/92

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 **Raymond Buys**, 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 South, at 131 Marshall Street, Johannesburg, on 13 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 Erf 765, South Hills Extension 1 Township, Registration Division IR, Transvaal, area 496 square metres, situation 20 Harrismith Street, South Hills, Johannesburg.

Improvements (not guaranteed): A house under iron roof comprising three bedrooms, bathroom, kitchen and lounge with precast walls around the property.

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

Dated at Johannesburg on the 29th 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 9354/94

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Adams, Paulus**, First Execution Debtor, and **Adams, Shelly Vivian**, 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 by the Sheriff at the Sheriff's Offices, 100 Cheffield Street, Turffontein, on 13 October 1994 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff.

Certain Erf 4716, Eldorado Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, held under Deed of Transfer T42066/1992, situated at 17 Baviaanskloof Street, Eldorado Park Extension 4, Johannesburg.

Improvements: House with improvements, but nothing is warranted or guaranteed.

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 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 8th day of September 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Case 13668/94
PH 667

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Leshabele, Maropeng Sannie**, First Execution Debtor, and **Leshabele, Moloko Grace**, 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 by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 13 October 1994 at 10:00, of all the right, title and interest in and unto the leasehold in respect of the undermentioned property of the Execution Debtors on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain Site 4476, Tembisa Extension 10 Township, Registration Division IR, Transvaal, measuring 150 (one hundred and fifty) square metres, held under Certificate of Registered Grant of Leasehold TL46765/93, situated at Site 4476, Tembisa Extension 10, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Toilet, bathroom, dining-room, two bedrooms and kitchen.

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

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 7th day of September 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Case 595/94
PH 667

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **De Matteis, Mariolucio**, First Execution Debtor, and **Berest Monique Pierrette Elizabeth**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 13 October 1994 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain Erf 598, Pomona Extension 3 Township, Registration Division IR, Transvaal, measuring 1 190 (one thousand one hundred and ninety) square metres, held under Deed of Transfer T68832/88, situated 16 Bekker Street, Pomona Extension 3, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Toilet, bathroom, dining-room, three bedrooms, kitchen, tin/thatch roof, lounge, garage, car port, pool, paved brick driveway, surrounded by precast and brick walls.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 5th day of September 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Case 13667/94
PH 667IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Nigrini, Stefanus**, First Execution Debtor, and **Nigrini, Michielle**, 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 by the Sheriff at the Sheriff's Offices, 8 Park Street, Kempton Park, on 13 October 1994 at 10:00, in respect of the undermentioned property of the Execution Debtors on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain Erf 1291, Birchleighd North Extension 1 Township, Registration Division IR, Transvaal, measuring 992 (nine hundred and ninety-two) square metres, held under Deed of Transfer T26492/91, situated at 5 Shirley Street, Birchleigh North, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Lounge, toilet, family-TV room, carport, three bathrooms, four bedrooms, kitchen, driveway, dining-room, two garages, bar and 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.

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 the 5th day of September 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Case 19364/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Matlala Sello Piet**, First Defendant, and **Matlala Dimakatso Cynthia**, 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, 14 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 199, Vosloorus Extension 5 Township, Registration Division IR, Transvaal, measuring 322 m², held by the Defendants under Certificate of Ownership TE5401/92, being 199 Vosloorus Extension 5, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom/w.c., lounge, dining-room and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72655/Mr Preiss/kw.)

Case 28020/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Gama Mabuti Abie**, Defendant

In execution of 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, 14 October 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 670, Windmill Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1 174 m², held by the Defendant under Deed of Transfer T3068/92, being 53 Cameron Street, Windmill Park Extension 1, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and single 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 the 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76435/Mr Preiss/kw.)

Case 01990/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Morgan: Elizabeth Ninky**, 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, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, on Wednesday, 12 October 1994 at 14:30, 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 1102, Alexandra Extension 12 Township, Registration Division IR, Transvaal.

Situation: 11 11th Avenue, Alexandra Extension 12.

Area: 166 (one hundred and sixty-six) square metres.

Improvements (not guaranteed): Lounge, three bedrooms, bathroom, kitchen, under tiled roof and property enclosed.

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

Dated at Johannesburg on this the 5th day of September 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N0191E/mgh/tf.)

Case 19366/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Schafer: Ryan Mark**, First Defendant, and **Schafer: Jacqueline Diane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 13 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: Erf 335, Kenilworth Township, Registration Division IR, Transvaal.

Situation: 147 Sheffield Road, Kenilworth.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance hall, lounge, study, three bedrooms, two bathrooms, kitchen, wash-up/laundry, garage, carport, under iron roof, property enclosed and staff quarters.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ117E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nel: Frans David**, First Defendant, and **Nel: Dorothy May**,
Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 13 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: Erf 251, Kensington Township, Registration Division IR, Transvaal.

Situation: 31 Cressy Street, Kensington.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, two bedrooms, bathroom, kitchen, carport, swimming-pool, under iron roof, property enclosed and outside ablutions.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR371E/mgh/tf.)

Case 19367/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maile: Derrick Brian**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 13 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: Lot 733, Mondeor Township, Registration Division IR, Transvaal.

Situation: 136 Bellefield Avenue, Mondeor.

Area: 1 138 (one thousand one hundred and thirty-eight) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge/dining-room, two garages/store-rooms, swimming-pool, under tiled roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NY81E/mgh/tf.)

Case 13789/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Frank: Hugh Norman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 13 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 1028, Kenilworth Township, Registration Division IR, Transvaal.

Situation: 37 Leo Street, Kenilworth, Johannesburg.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, swimming-pool, under iron roof, staff quarters and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV164E/mgh/tf.)

Case 13807/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stevens: Simon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South (Lenasia North) at 131 Marshall Street, Johannesburg, on Thursday, 13 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 4526, Eldoradopark Extension 8 Township, Registration Division IQ, Transvaal.

Situation: 1 Cecil Daniels Street, corner of Abraham Andrew Street, Eldoradopark Extension 8.

Area: 412 (four hundred and twelve) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ51E/mgh/tf.)

Case 20058/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **De Jager: Matthys Daniel**, First Defendant, and **De Jager: Cheryl Anne**, 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, Randburg, at Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, on Tuesday, 11 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: 1 (a) A unit consisting of Section 57, as shown and more fully described on Sectional Plan SS48/1992, in the scheme known as Louries Loft, in respect of the land and building or buildings situated at Sonneglans Extension 14 Township, Local Authority of Randburg Town Council, of which the floor area, according to the said sectional plan, is 61 (sixty-one) square metres in extent, and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

An exclusive use area described as Carport CP57, measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as Louries Loft in respect of the land and building or buildings situated at Sonneglans Extension 14 Township, Local Authority of Randburg Town Council, as shown and more fully described on Sectional Plan SS48/1992.

Situation: Flat 57, Louries Loft, Perm Street, Sonneglans Extension 14.

Improvements (not guaranteed): Entrance hall, lounge/dining-room, two bedrooms, bathroom, kitchen, carport and under tiled roof.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. PD23E/mgh.)

Case 28578/90
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 **Setswe Phistos**, First Defendant, and **Setswe Silvia Monica**, 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 4756, Ennerdale Extension 10 Township, Registration Division IQ, Transvaal, measuring 450 m², held by the Defendants under Deed of Transfer T826/1988, being 26 Alabaster Street, Ennerdale Extension 10, Vereeniging.

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., shower/wc, 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 25th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z23324/Ms Isola/ab.)

Case 1327/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mojaki, Boisi Lucas**, First Defendant, and **Mojaki, Matilda Jokoline**, 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, at 100 Sheffield Street, Turffontein:

The right of leasehold in respect of Site 5374, Zone 5, Pimville Zone 5 Township, measuring 331 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL 2320/1986, being 5374 Zone 5, Pimville, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen and two garages.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZZ58384/Ms Isola/plr.)

Case 677/94

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Van Heerden, Phillip Wallace**, First Defendant, and **Van Heerden, Charmaine Sheila**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 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 107, Eldorado Estate, Registration Division IQ, Transvaal, measuring 743 m², held by the Defendants under Deed of Transfer T3952/1987, being 146 Sterre Road, Eldorado Estate, Kliptown.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76572/Ms Isola/ab.)

Case 16220/93

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 **Pooe, Ephraim Francis Molefi**, First Defendant, and **Pooe, Priscilla**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, 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 5 of Erf 61, Kelvin Township, Registration Division IR, Transvaal, measuring 2 082 m², held by the Defendants under Deed of Transfer 86526/1992, being 26 Burnway Street, Kelvin.

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, bathroom/shower, kitchen, scullery, study, bar, patio, two garages, servant's room and outside bathroom.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71718/Ms Isola/ab.)

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 **The J. Roos Family Trust**, First Defendant, and **Roos, Johannes Gysbertus**, 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 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 11 October 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Section 55, as shown and more fully described on Sectional Plan SS107/1991, in the building or buildings known as Banbury Park, situated at Northwold Extension 44 Township, Local Authority of Randburg 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 164 m², held by the Defendants under Certificate of Registered Sectional Title ST107/1991 (55) (Unit), being Flat 50, Banbury Park, First Street, Northwold Extension 44.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., bathroom/w.c./shower, patio, single garage and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z92843/Ms Isola/ab.)

Case 20260/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lakese John Raboroko**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 14 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 1772, Kanana Township, Registration Division IP, Transvaal, measuring 542 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL312/90, being 1772 Kanana, Klerksdorp.

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

The dwelling consists of family room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z76692/FCLS/Mr Brewer/lp.)

Case 1506/94

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 **Todd, James Murray**, First Defendant, and **Todd, Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, 182 Leeupoort Street, Boksburg, on Friday, 14 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 158, Parkrand Township, Registration Division IR, Transvaal, measuring 1 166 m², held by the Defendants under Deed of Transfer T15028/72, being 6 Fouche Street, Parkrand, Boksburg.

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

The dwelling consists of three bedrooms, lounge, dining-room, bathroom/w.c., kitchen, servants' quarters and garage/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 4th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91058/Mr Preiss/kw.)

Case 5666/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nkomo, Edith**, Defendant

In execution of 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, 14 October 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 1901, Dawn Park Extension 30 Township, Registration Division IR, Transvaal, measuring 805 m², held by the Defendant under Deed of Transfer T41596/92, being 12 Oleander Street, Dawn Park Extension 30, Boksburg.

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

The dwelling consists of lounge, dining-room, kitchen, bedroom, bathroom, toilet, kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 4th day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70745/Mr Preiss/kw.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lottering Boy Tex**, First Defendant, and **Lottering Rebecca**, 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, 14 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 487, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 276 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL42617/91, being 487 Vosloorus Extension 2, Boksburg.

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

The dwelling consists of three bedrooms, lounge, dining-room, kitchen and bathroom/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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 4th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75175/Mr Preiss/kw.)

Case 4285/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mphahlele Lucas**, Defendant

In execution of 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, 14 October 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 12564, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, measuring 264 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL56560/91, being 12564 Vosloorus Extension 23, Boksburg.

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

The dwelling consists of two bedrooms, bathroom, toilet, lounge 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 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 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73551/Mr Preiss/kw.)

Case 22176/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Maisha Kgabo Wellington**, Defendant

In execution of 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, 14 October 1994 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 7172, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 345 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL47741/89, being 7172 Vosloorus Extension 9, Boksburg.

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

The dwelling consists of two bedrooms, lounge, kitchen and bathroom/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 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 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74731/Mr Preiss/kw.)

Case 9847/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nel, Andries Johannes**, First Defendant, and **Nel, Sanet Christa**, 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, 14 October 1994 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 170, Van Dykpark Township, Registration Division IR, Transvaal, measuring 763 m², held by the Defendants under Deed of Transfer T4475/92, being 5 Holly Street, Van Dykpark, Boksburg.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms/w.c., servant's quarters, store-room, carport and outside toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70747/Mr Preiss/kw.)

Case 16497/94
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 **Weston John Michael**, First Defendant, and **Weston Debbie**, Second Defendant

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

Erf 2165, Albertsdal Extension 8 Township, Registration Division IR, Transvaal, measuring 1 048 m², held by the Defendants under Deed of Transfer T30/1993, being 13 Kalkfontein Street, Albertsdal Extension 8.

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

The dwelling consists of entrance hall, lounge, dining-room, bedrooms, bathroom/w.c., separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93547/Ms. Isola/ab.)

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 **Pritchard Raymond John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at North View, Unit 2, 45 Richard Drive, Halfway House on Wednesday, 12 October 1994 at 14:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Section 1, 19 and 20, as shown and more fully described on Sectional Plan SS167/1983, in the scheme known as Forest Lea in respect of the land and building or buildings situated at Township of Woodmead, Local Authority of Sandton, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, Section 1 measuring 210 m², Section 19 measuring 35 m², Section 20 measuring 22 m², held by the Defendant under Deed of Transfer ST22057/1992, being 1 Forest Lea, corner of Singer and Wolseley, Woodmead.

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, cloakroom/w.c., double garage, servant's room, swimming-pool and patio.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 1st day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94191/Ms. Isola/ab.)

Case 33873/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Olyn Stephen**, First Defendant, and **Olyn Mfihlakola Tryphinah**, 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:

Portion 15 of Erf 4277, Ennerdale Extension 5, Registration Division IQ, Transvaal, measuring 312 m², held by the Defendants under Deed of Transfer T36670/1986, being 15 Vivianite Street, Odin Park, Ennerdale.

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., laundry, kitchen and patio.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z61270/Ms. Isola/ab.)

Case 30470/93

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 **Van Bruggen Petzer**, First Defendant, and **Van Bruggen Elicher 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 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 311, Unitas Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 810 m², held by the Defendants under Deed of Transfer T19054/1993, being 19 Paul Nash Street, Unitas Park.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, 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 8th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78472/FCLS/Mr. Brewer/djl.)

Case 8007/94

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 **Masilo, Pule Joseph**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court 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:

The Right of Leasehold in respect of Erf 9435, Kagiso Township, Registration Division IQ, Transvaal, measuring 275 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL35646/1987, being 9435, Kagiso.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 8th day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94731/FCLS/Mr. Brewer/djl.)

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Jonkman, Christa**, First Defendant, and **Jonkman, Leonora**, 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, 20 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 73, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, measuring 248 m², held by the Defendants under Deed of Transfer T35250/1993, being 10 9th Street, Newlands, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c 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 23rd day of August 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z92274/Ms Isola/cvdm.)

Case 30479/91
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Erasmus, Frederick**, First Defendant, and **Erasmus, Martha Catharina**, 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 1119, Three Rivers Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 832 m², held by the Defendants under Deed of Transfer T27828/1986, being 2 Touws Street, Three Rivers Extension 1, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, kitchen, study, three bedrooms, bathroom/w.c., separate w.c., double garage, servant's room and w.c. and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 8th day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z23198/FCLS/Mr Brewer/djl.)

Case 23140/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Cronje, Petrus Casparus**, First Defendant, and **Cronje, Maria Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 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 255, Sonlandpark, Registration Division IQ, Transvaal, measuring 1 375 m², held by the Defendants under Deed of Transfer T37252/91, being 5 Tafelberg Street, Sonlandpark.

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., sepearte w.c., kitchen, garage, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 8th day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53656/FCLS/Mr Brewer/djl.)

Case 11931/92
PH267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nagaya, Neville Cedric**, First Defendant, and **Moodley, N. A. D.**, 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, 20 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 277, Zakariyya Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 499 m², held by the Defendants under Deed of Transfer T79765/92, being 277 Cinnamon Street, Zakariyya Park Extension 1, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Entrance hall, lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 6th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96839/FCLS/Mr. Brewer/lp.)

Case 4046/94
PH267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Muthan, Balan**, Defendant

In execution of 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, 20 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 854, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 302 m², held by the Defendant under Deed of Transfer T75742/90, being 854 Origanium Crescent, Zakariyya Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, kitchen, bathroom and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 6th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92576/FCLS/Mr. Brewer/lp.)

Case 17255/93
PH267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mokubedi, Petrus Meyahabo**, First Defendant, and **Mokubedi, Makhosazana Matilda**, 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, 14 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:

The right of leasehold in respect of Erf 329, Vosloorus Extension 4 Township, Registration Division IR, Transvaal, measuring 280 m² held by the Defendants under Certificate of Registered Grant of Leasehold TL42219, being 329 Vosloorus Extension 4, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Two bedrooms, bathroom/w.c., kitchen, lounge and dining-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 on this the 10th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72152/Mr Preiss/kw.)

Case 18162/93
PH267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Khoza, Zwelonke Dominic**, Defendant

In execution of 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, 14 October 1994 at 11:15, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 1854, Sunward Park Extension 4 Township, Registration Division IR, Transvaal, measuring 1 040 m², held by the Defendant under Deed of Transfer T31539/92, being 3 Norris Road, Sunward Park Extension 4, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72644/Ms Isola/hs.)

Case 1289/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Baxter, Brad Leigh**, First Defendant, and **Baxter, Rachel Sonia**, 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 570, Turffontein Township, Registration Division IR, Transvaal, measuring 495 square metres, held by the Defendants under Deed of Transfer T47320/88, being 26 Von Brandis Street, Turffontein.

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

The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, two bathrooms/w.c., kitchen and separate flat consisting of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91101/Ms Isola/hs.)

Case 12773/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Naidoo, Privendran**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Magistrate's Court Office, Van Riebeeck Street, Westonaria, on Friday, 14 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, Westonaria, at First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1209, Lenasia South Extension 1 Township, Registration Division IR, Transvaal, measuring 780 square metres, held by the Defendants under Deed of Transfer T19076/93, being 1209 Liverpool Street, Lenasia South 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 sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92108/FCLS/Mr Brewer/djl.)

Case 14120/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elujah Ngwenya**, First Defendant, and **Sellinah Thoko Ngwenya**, 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, at the aforementioned address, Evander, and will also be read out by the Sheriff, prior to the sale in execution.

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 5111, Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 400 square metres, held by virtue of Deed of Transfer TL13681/90.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1764.)

Case 8424/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Baby Ben Mthombeni**, 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 21 October 1994 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address and will be read out by the Sheriff, prior to the sale in execution.

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 5752, Mamelodi Township, Registration Division JR, Transvaal, measuring 297 square metres, held by virtue of Deed of Transfer TL73869/92, known as 5752 Section I, Mamelodi West, Mamelodi.

Improvements: Two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1170.)

Case 2121/94
PH 609

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

In the matter between **NBS Bank Limited**, Plaintiff and **Samuel Hlatwayo**, First Defendant, **Linda Olga Sibonyoni**, Second Defendant, and **Solly Maduma**, Third Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed hereunder will be sold on 6 October 1994 at 10:00, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 11789, Pimville Zone 7 Township, Registration Division IQ, Transvaal, held under Deed of Transfer TL27841/90, situated at 11789 Pimville Zone 7, Soweto.

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 plaster, roof tiled, lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

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, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 15th 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 31185/93
PH 609

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

In the matter between **NBS Bank Limited**, Plaintiff and **Halton Mnikelo Sukwana**, First Defendant and **Nomvuyiselo Sylvia Sukwana**, 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 hereunder will be sold on 6 October 1994 at 10:00, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 11786, Pimville Zone 7 Township, Registration Division IQ, Transvaal, held under Deed of Transfer TL11587/90, situated at 11786 Pimville Zone 7, Soweto.

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 plastered, roof tiled and pitched, lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

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, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 15th 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 11706/94
PH 609

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

In the matter between **NBS Bank Limited**, Plaintiff and **Mzamani Joseph Ntlemo**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed hereunder will be sold on 6 October 1994 at 10:00, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 4864, Chiawelo Extension 2, Soweto Township, Registration Division IQ, Transvaal, held under Deed of Transfer TL24604/90, situated at 4864 Chiawelo Extension 2, Soweto.

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 plaster, roof tiled, lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

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, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 15th 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 1047/94
PH 609

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

In the matter between **NBS Bank Limited**, Plaintiff and **Gerhardus Cornelius van Niekerk**, First Defendant, and **Adeline van Niekerk**, 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 16 October 1994 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 2990, Brackenhurst Extension 2 Township, Registration Division IQ, Transvaal, held under Deed of Transfer T31013/91, situated at 19 Giraffe Crescent, Brackenhurst, Alberton.

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

Improvements: Walls plaster and paint, roof tiled, lounge, dining-room, kitchen, entrance hall, four bedrooms, two bathrooms, two w.c.s' and garage. Outbuilding: W.c.

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, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Johannesburg on this the 15th 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.)

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

In the matter between **Mortgage Investment Corporation (Pty) Ltd** formerly known as South African Mutual Mortgage Investment Corporation (Pty) Ltd, Plaintiff, and **Shadrack Sipho Mavolontiya**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) and writ dated 10 June 1994, in the above matter, a sale by public auction without a reserve price will be held by the Sheriff: Supreme Court, Brakpan, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, on 14 October 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff at 439 Prince George Avenue, Brakpan, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 1723, Dalpark Extension 6 Township, Registration Division IR, Transvaal, in extent 900 square metres, held by Shadrack Sipho Mavolontiya, Identity Number 6205195796080, under Deed of Transfer T39004/91.

This property is situated at 9 Chestnut Street, Dalpark Extension 6, Brakpan.

The property is improved as follows: One plastered dwelling unit under tiled roof consisting of a lounge/dining-room, two bedrooms, bathroom and kitchen. Wall to wall carpets in living areas and novilon floor covering in the kitchen. The outbuildings consist of garage and toilet. The driveway is paved and the property is fenced with pre-cast walls.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Rooth & Wessels, Attorneys for Plaintiff, Ground Floor, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. R. M. Brink/rs.)

Saak 7008/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Abdool Kader Ismail Abdoola**, Eerste Verweerder, **A K I Abdoola (Pty) Ltd**, Tweede Verweerder, en **Razia Banu Abdoola**, Derde Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 Julie 1994, sal die ondergelde onroerende eiendom, geregistreer in die naam van die Tweede Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Vrydag, 7 Oktober 1994 om 10:00:

Erf 312, geleë in die dorpsgebied Klarinet, Registrasieafdeling JS, Transvaal, grootte 2 315 vierkante meter, gehou kragtens Akte van Transport T73915/1990, die eiendom is ook bekend as Sonatestraat 25, Klarinet.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Witbank, Landdroskantoor, Delvillestraat, Witbank.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Onverbeterde eiendom.

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

Gedateer te Pretoria op hierdie 13de dag van September 1994.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F.9977.)

Case 8975/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Mdukwa Abednego Nkosi**, First Defendant, and **Sonto Anna Nkosi**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff: Ermelo, at the Magistrate's Court, Jan van Riebeeck Street, Ermelo, on 13 October 1994 at 10:00, of the following property:

All the right, title and interest in the leasehold in respect of: Portion 27 of Erf 899, situated in the Township of Wesselton, Registration Division IT, Transvaal, measuring 330 (three hundred and thirty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL51477/88.

This property is situated at Portion 27 of Stand 899 Wesselton, Ermelo, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms and two bathrooms/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 G. F. Botha & Van Dyk Building, corner of Church and Joubert Streets, Ermelo.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Aseya Nassie Motswenyane**, First Defendant, and **Magdelene Maria Motswenyane**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, in front of the Magistrate's Court, corner of Van Staden & Kloppe Streets, Rustenburg, on 14 October 1994 at 11:00, of the following property:

Erf 6927, Boitekong Extension 3 Township, Registration Division JQ, Transvaal, measuring 260 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL29477/1993.

This property is situated at Stand 6927, Boitekong Extension 3, Rustenburg.

The property is improved as follows: Two bedrooms, bathroom/toilet, kitchen and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's offices at Second Floor, Biblio Plaza, corner of Van Staden & Smit Streets, Rustenburg.

Dated at Pretoria on this the 13th day of September 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Ter uitwining van vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur Nedcor Bank Beperk verkry sal 'n verkoping sonder 'n reserwe prys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 14 Oktober 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Saak 10589/91

Vonnisskuldenaar: **P. M. Chiloane**, Eerste Verweerder, en **M. M. H. Chiloane**, Tweede Verweerder

Eiendom: Erf 2679, Block GG, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal, groot 451 (vier vyf een) vierkante meter, gehou kragtens Akte van Transport T72966/1993.

Beskrywing: 'n Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. (Verw. mnr. Botha/MB/742/93.)

Saak 1771/91

Vonnisskuldenaar: **S. S. Maboyaku**, Eerste Verweerder, en **N. L. Maboyaku**, Tweede Verweerder

Eiendom: Leasehold Stand 1763, Block GG, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal, groot 588 (vyf agt agt) vierkante meter, gehou kragtens Akte van Transport T35439/1992.

Beskrywing: Woonhuis bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer. (Verw. mnr. Botha/MB/48/94.)

Saak 14505/94

Vonnisskuldenaar: **S. E. M. de Haas**, Verweerder

Eiendom: Resterende Gedeelte van Erf 1085, Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 1 496 (een vier nege ses) vierkante meter, gehou kragtens Akte van Transport T71015/1993.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, badkamer, eetkamer en studeerkamer, bediende kwater, dubbel motorhuis en motorafdek, plaveisel oprit. Die eiendom is omhein met voorafvervaardigde betonmure. (Verw. mnr. Botha/MB/496/94.)

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 betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

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

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

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 van Meyerton en lasbrief vir eksekusie gedateer 25 April 1994, sal die ondervermelde eiendom op 13 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, Gemboklaan 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 koopprijs sal betaalbaar wees as volg:

In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprijs of R500 (vyfhonderd rand) watter bedrag ookal die grootste is en die balans van die koopprijs 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 31ste dag van Augustus 1994.

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

Saak 520/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Stadsraad van Bronkhorstspuit**, Eiser, en **K. W. Lucas**, Verweerder

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstek vonnis wat in bogemelde saak op 7 Junie 1994 toegestaan is, op 14 Oktober 1994 om 12:00, te die betrokke perseel, naamlik: Landdroskantoor, Bronkhorstspuit, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju Kantoor, Markstraat 30, Bronkhorstspuit, vir 'n tydperk van 28 (aght-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 125, Riamarpark, Bronkhorstspuit, Registrasie Afdeling JR, Transvaal, groot 1 200 vierkante meter, gehou kragtens die verbandgewer kragtens Akte van Transport T96160/92.

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 reserweprijs is sal dit op die dag van die veiling bekend gemaak word.

2. Die koopprijs 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 koopprijs op die 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 koopprijs soos deur die skuldeiser bepaal.

Geteken te Bronkhorstspuit op hede hierdie 12de dag van September 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Posbus 402, Bronkhorstspuit. [Tel. (012) 2-2911/2.] (Verw. Mev Swart/SB 610.)

Case 02577/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sheriff, Johannesburg East's office, at 131 Marshall Street, Johannesburg, on 6 October 1994 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Portion 1 of Erf 246, Bramley Township, Registration Division IR, Transvaal, in extent 1 487 square metres, held by virtue of Deed of Transfer T36626/69, also known as 23 Linden Road, Bramley, Johannesburg.

The following particulars are furnished *re* the improvements, none of which is guaranteed:

A single storey dwelling with tiled roof, consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and garage.

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

5% (five per cent) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charge R100.

Dated at Johannesburg on this the 13th day of August 1994.

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

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Lesibane Johannes Ramasobana**, Defendant

A sale in execution will be held on Friday, 14 October 1994 at 11:00, by the Sheriff for Cullinan in front of the Magistrate's office, Cullinan, of:

Erf 76, Refilwe, Registration Division JR, Transvaal, in extent 286 square metres, known as ROW 76 Refilwe.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at the Sheriff, Cullinan, 41 Cornelis Street, Bronkhorstspuit.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404845/JAA/J S Herbst.)

Case 5035/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Juliana Lorain Stappard**, 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, 14 October 1994 at 11:00:

Section 62 as shown and on Sectional Plan SS567/93 in the building Prinsloopark, situated at Erf 1629, The Orchards Extension 11, Local Authority, City Council of Akasia, is measuring 47 square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST1480/94, dated 10 January 1994.

Known as Flat 62, Prinsloopark, 60 Koos Prinsloo Street, The Orchards 11.

Particulars are not guaranteed:

Flat: Lounge, kitchen, two bedrooms, bathroom, carport.

Inspect conditions at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-409871/JAA/M Oliphant.)

Saak 67821/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Gilomees Beleggings (Edms.) Bpk.**, Verweerder

Erf 567, Paardekop HS, Transvaal, groot 743 vierkante meter, geleë te Durbanstraat 567, Paardekop, T37547/1963.

Erf 568, Paardekop HS, Transvaal, groot 743 vierkante meter, geleë te Durbanstraat 568, Paardekop, T37547/1963.

Erf 569, Paardekop HS, Transvaal, groot 743 vierkante meter, geleë te Durbanstraat 569, Paardekop, T37547/1963.

Eksekusieveiling gehou te word voor die kantore van die Raad op Plaaslike Bestuursangeleenthede hoek van Hoos- en Durbanstraat, Paardekop op Dinsdag, 25 Oktober 1994 om 11:00, aan die hoogste bieder.

Bogemelde eiendomme word apart verkoop en nie as 'n eenheid.

Volgens inligting wat Eiser kon bekom is gesegde eiendomme in 'n geproklameerde dorp en is die eiendomme verbeter met munisipale dienste asook:

Erf 567, is verbeter met 'n baksteen gebou wat gebruik word as 'n kroeg vir uitsluitlik swartmense. Die gebou is aangrensend met die gebou op Erf 568. Erf 568 is verbeter met 'n hotel wat bestaan uit nege slaapkamers, kroeg, sitkamer, eetkamer, kombuis en danssaal. Erf 569, is verbeter met motorhuise vir sewe motors, swembad asook 'n klein baksteen gebou wat vir 'n kiosk gebruik word. Die eiendomme se sonering is onbepaald. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Volksrust 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, afslaskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 14de dag van September 1994.

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

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Andries Jacobus Towsen**, Defendant

A sale in execution will be held on Friday, 14 October 1994 at 11:00, by the Sheriff for the Supreme Court, Cullinan, in front of the Magistrate's Court, Cullinan of:

Erf 415, Rayton, Registration Division JR, Transvaal, in extent 1 115 square metres, known as 40 Kelfkin Street, Rayton.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, five bedrooms, two bathrooms and laundry. Double garage.

Inspect conditions at Sheriff for the Supreme Court, 41 Cornelis Street, Bronkhorstspuit.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-401350/JAA/M. Oliphant.)

Saak 8468/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eksekusieskuldeiser, en **Petrus Johannes Lerm**, Eerste Eksekusieskuldenaar, en **Karen Sandra Lerm**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 4 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Balju kantore, Parkstraat 8, Kempton Park:

Erf 54, Clayville-dorpsgebied, Regstrasieafdeling IR, Transvaal, groot 1 115 vierkante meter, ook bekend as Millstraat 8, Clayville, Kempton Park, gehou onder Titelakte T40820/92.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, motorhuis, afdak, alles onder 'n sinkdak en omhein met beton en baksteen mure.

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

Gedateer te Kempton Park hierdie 13de dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1515.)

Saak 7359/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Ferdinand van Zyl**, Eerste Eksekusieskuldenaar, en **Jacqueline Helen Cameron van Zyl**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 18 Julie 1994, die hiernagenoemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 33, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 612 vierkante meter, ook bekend as Bultopritstraat 10, Kempton Park-Wes, Kempton Park, gehou onder Titelakte T21920/93.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, kombuis, afdak, oprit, alles onder 'n sinkdak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 13de dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1469.)

Saak 7945/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Elizabeth van der Westhuizen**, Eerste Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 4 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 286, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 016 vierkante meter, ook bekend as Delmainestraat 40, Birchleigh-Noord-uitbreiding 2, Kempton Park, gehou onder Titellakte T89224/93.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, twee slaapkamers, motorhuis, kombuis, afdak, oprit, alles onder 'n teëldak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 13de dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1494.)

Saak 7946/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Susanna Catharina Liebenberg**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 25 Julie 1994, die hiernagenoemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 458, Estherpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 200 vierkante meter, ook bekend as Wistariastraat 13, Estherpark-uitbreiding 1, Kempton Park, gehou onder Titellakte T86956/93.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, kombuis, motorhuis, afdak, oprit, alles onder 'n teëldak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 13de dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1492.)

Saak 6667/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Richard Daniël Williams**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 27 Junie 1994, die hiernagenoemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 254, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 041 vierkante meter, ook bekend as Fitterweg 58, Cresslawn, Kempton Park, gehou onder Titellakte T56526/93.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, kombuis, motorhuis, alles onder 'n teëldak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 13de dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1438.)

Saak 7361/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuld-eiser, en **Deon Bester**, Eerste Eksekusieskuldenaar, en **Charmane Bester**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 18 Julie 1994, die hiernage-noemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 262, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 021 vierkante meter, ook bekend as Birchstraat 25, Cresslawn, Kempton Park, gehou onder Titelakte T46599/93.

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

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

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

Gedateer te Kempton Park hierdie 13de dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1473.)

Saak 4672/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuld-eiser, en **Jacobus Frederick Heymans**, Eerste Eksekusieskuldenaar, en **Fredrika Carolina Heymans**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 18 Mei 1994, die hiernage-noemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 61, soos getoon en volledig beskryf op Deelplan SS448/91, in die skema bekend as Gladiator Court ten opsigte van die grond en gebou of geboue geleë te Kempton Park-dorpsgebied, Plaaslike Bestuur, Stadsraad van Kempton Park, groot 65 vierkante meter, ook bekend as D10 Gladiator Court, Parkstraat, Kempton Park, gehou onder Titelakte ST12946/93.

Asook: '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.

Asook: 'n Uitsluitlike gebruiksgebied beskryf as parkeerarea P5 groot 10 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Gladiator Court ten opsigte van die grond en gebou of geboue geleë te Kempton Park-dorpsgebied, Plaaslike Bestuur, Stadsraad van Kempton Park.

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

Verbeterings: Sit-/eetkamer, slaapkamer, badkamer, kombuis, toilet, balkon, afdak en swembad in kompleks.

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

Gedateer te Kempton Park hierdie 12de dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1392.)

Saak 4864/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Anton Senekal**, Eerste Eksekusieskuldenaar, en **Giselle dos Santos Whittingham Senekal**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 27 Junie 1994, die hiernamenoemde eiendom op Donderdag, 13 Oktober 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 678, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 033 vierkante meter, ook bekend as Filterweg 118, Cresslawn, Kempton Park, gehou onder Titelakte T40871/92.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, kombuis, motorhuis, oprit, swembad, alles onder 'n teëldak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 13de dag van September 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1402.)

Saak 17241/93

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Renier Jansen van Rensburg**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserves 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 1946, Kempton Park-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T57536/91, grootte 1 269 (eenduisend tweehonderd nege-en-sestig) vierkante meter, ook bekend as 28 Sonneblomstraat, Kempton Park-uitbreiding 4.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, twee toilette, alles onder 'n teëldak, motorhuis, motoroprit en motorafdek. Die eiendom is ten volle omhein. Verbeterings is nie gewaarborg nie.

Die hiernamenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 15de dag van September 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Eiser se Prokureurs, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT97.)

Case 222/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Caltex Oil (SA) (Pty) Ltd**, Plaintiff, and **Mr C. A. P. Rensleigh**, trading as Langlaagte Auction Mart, Defendant

Pursuant to a judgment against the above Defendant of the above Honourable Court, in the above-mentioned matter dated 30 March 1993, and an attachment of execution, the following property of the Defendant will be sold in execution on Thursday, 13 October 1994 at 10:00, 131 Marshall Street, Johannesburg, to the highest bidder subject to the conditions which will be read out by the auctioneer at the sale:

Portion 8 (a portion of Portion 5), of the farm Misgund 322, Registration Division IQ, Transvaal, measuring 1,4298 hectares and held under Deed of Transfer T47171/1984.

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

Premises used as storing facilities. Improvements thereon: Two servants' quarters, servant's toilet, sand driveway with precast wall around house with iron roof.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at 18,5% (eighteen comma five per centum) per annum to be payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of the sale. Auctioneer's charges calculated at 5% (five per cent) (minimum R50) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per cent) to a maximum fee of R6 000.

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg [Tel. (011) 331-9836.]

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

G. van Vuuren, for MacIntosh Cross & Farquharson, Attorneys for Plaintiff, 210 Permanent Buildings, 246 Paul Kruger Street, Pretoria. (Ref. G. V. Vuuren/DD/B45/94.)

Saak 8953/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Miles Cedrick Ellerbeck**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 12 Augustus 1994, sal die volgende eiendom verkoop word in eksekusie op 20 Oktober 1994 om 10:00, by Begoniastraat 10, Pomona-uitbreiding 1, Kempton Park, die Vonnisskuldenaar se halwe onverdeelde aandeel in en tot:

Erf 54, Pomona-uitbreiding 1, geleë te Begoniastraat 10, grootte 1 073 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in Paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

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

Neem verder kennis dat die reg, titel en belang van insolvente boedel van Carole Elizabeth Ellerbeck, in en tot bogemelde eiendom op dieselfde datum tyd en plek ook te koop aangebied sal word.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)

Case 25675/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesiba Hendrik Moatshe (N.O.)** (in his capacity as executor in the estate late **Mosekwa Johanna Moatshe**), Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 14 October 1994 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom, at the above address.

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

Property: All the right, title and interest in the leasehold in respect of Erf 21211, Mamelodi, Registration Division JR, Transvaal, measuring 320 (three hundred and twenty) square metres, also known as Site 21211, Mamelodi.

Improvements: A house, two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee/eb/X176.)

Case 19256/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Canta Veljee**, First Defendant, and **Jivanlal Veljee**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 13 October 1994 at 10:00, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria:

Portion 9 of Erf 2471, situated in the Township of Laudium Extension 2, Registration Division JR, Transvaal, measuring 648 (six hundred and forty-eight) square metres, held by the First and Second Defendants under Deed of Transfer T35261/1982, situated at 151 Taj Street, Laudium Extension 2, Pretoria.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of four bedrooms, bathroom and shower, bathroom, toilet and shower, entrance hall, lounge, dining-room, family room, study, kitchen, laundry, pantry and prayers room. Outbuildings consisting of servants' quarters, toilet and shower. Brick fencing and paving.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R338688/as.)

Case 12259/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johan Andre Jansen van Nieuwenhuizen**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, 2 North View, 45 Richards Drive, Halfway house, on Wednesday, 26 October 1994 at 14:30:

The conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the aforementioned address and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: Erf 807, Noordwyk Extension 2 Township, Registration Division JR, Transvaal, measuring 1 052 (one thousand and fifty-two) square metres, held under Deed of Transfer T45134/93, known as 807 Alwyn Street, Noordwyk.

Improvements: Three bedrooms, kitchen, lounge, one and a half bathroom and dining-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1724.)

Saak 47561/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **S. C. Botha**, Eiser, en **D. J. Botha**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief vir eksekusie, sal die onroerende eiendom soos hieronder genoem by openbare veiling verkoop word op 25 Oktober 1994 om 10:00, deur die Balju Pretoria Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Eenheid 19, Tessahof, Jorissenstraat 321, Sunnyside, Pretoria, Registrasieafdeling JR, Transvaal, groot 98 (aght-en-negentig) vierkante meter. Titellakte ST79464/1991.

Die volgende informasie word gegee maar geen verantwoordelikheid word aanvaar in geval dit op enige manier foutief of onvolledig is nie:

Bogenoemde eenheid is as algemene woon gesoneer ingevolge die Pretoria-dorpsbeplanningskema en bestaan uit drie slaapkamers, badkamer, toilet, sit-/eet-/leefkamer en kombuis.

Voorwaardes van verkoop lê by die Balju, Pretoria Sentraal, Messcor Huis, Margarethastraat 30, Pretoria (noord van Boomstraat), ter insae.

Geteken te Pretoria op hierdie 12de dag van September 1994.

Friedland Hart & Vennote, Van der Stelgebou 201, Pretoriusstraat 179, Pretoria, 0002. [Tel. (012) 326-3331.] (Verw. mrs. Van Dyke/ev/B351/1.)

Saak 2481/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Maureen Norma Grotius**, Eiser, en **L. S. Botha**, Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende per openbare veiling verkoop word op 21 Oktober 1994 om 09:00, by die Landdroskantoor, Barberton:

Die Verweerder se reg, titel en belang in en tot die vruggebruik in Erf 2152, geleë in die dorpsgebied van Barberton, Registrasieafdeling 369 JU, Transvaal, ook bekend as Blandstraat 32, Barberton.

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

Geteken te Barberton op hierdie 15de dag van September 1994.

B. van Rensburg, vir Bekker van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/LP/RG12/V133.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Senkie Johannes Letwaba**, First Defendant, and **Queen Letwaba**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 14 October 1994 at 11:00, of the following property:

Erf 22129, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 263 square metres, held by the Defendants under Deed of Transfer TL60481/1992.

This property is situated at Stand 22129, Mamelodi Extension 4, Pretoria.

The property is improved as follows: Three bedrooms, bathroom, kitchen, lounge and separate toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 16th day of September 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Saak 13931/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Joseph Mdungwase Nkgona**, Eerste Verweerder, en **Paulina Nkgona**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogenoemde saak op 8 Augustus 1994, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom/Soshanguve op 14 Oktober 1994 om 11:00, te Baljukantore te Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) verkoop:

Erf 1443, Soshanguve M-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 188 (een agt agt) vierkante meter, gehou kragtens Sertifikaat van Toekenning van Eiendomsreg T51307/1992.

Voorheen huurpag eiendom bekend as al die reg, titel en belang in die reg op huurpag ten opsigte van Erf 1443, Blok M, Soshanguve, Registrasieafdeling JR, Transvaal, bekend as Erf 1443, Blok M, Soshanguve. *Hersonering*: As woongebied.

Die eiendom is verbeter en bestaan uit sitkamer, drie slaapkamers, badkamer/w.k. en kombuis.

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

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

Geteken te Pretoria op hierdie 3de dag van September 1994.

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

Saak 9780/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Sarel Petrus du Toit**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 1 Julie 1994 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Dinsdag, 25 Oktober 1994 om 10:00:

Gedeelte 28 soos aangetoon en volledig beskryf op Deelplan SS.202/83 in die skema bekend as Aldin ten opsigte van die grond en gebou of geboue geleë te Gedeelte 1 van Erf 90, Plaaslike Bestuur, Stadsraad van Pretoria, welke deel die vloeroppervlakte volgens voormelde deelplan 68 vierkante meter is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST.202/83 (28) (Eenheid), die eiendom is beter bekend as Aldin Court 404, Troyestraat 67, Sunnyside, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te NG Sinodale Sentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Simpleks bestaande uit sitkamer, eetkamer, kombuis, slaapkamer, badkamer, toilet, motorafdak en gemelde eiendom is gesoneer vir algemene woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Rietondale, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 16de dag van Augustus 1994.

J. Clayton, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. C. Rossouw/F10999/MW.)

Saak 471/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Stadsraad van Lichtenburg**, Eiser, en **Roux, J.**, Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 22 Julie 1993, sal die volgende eiendom te Derdestraat 79, Lichtenburg, per publieke veiling verkoop word op Vrydag, 21 Oktober 1994 om 10:00:

Resterende Gedeelte van Erf 806, geleë in die dorpsgebied Lichtenburg, met straatadres van Derde Straat 79, Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 902 (eenduisend negenhonderd-en-twee) vierkante meter, gehou kragtens Akte van Transport T52402/1987, synde 'n leë erf.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Gedeken te Lichtenburg op hierdie 30ste dag van Augustus 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S165/mdk.)

Saak 836/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Nasionale Bouvereniging Beperk**, Eiser, en **M. E. Zapi**, Eerste Verweerder, en **P. S. Zapi**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 10 Junie 1994 sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op 28 Oktober 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark.

Sekere: Erf 1577, geleë in die dorpsgebied Lakeside, Registrasieafdeling IQ, Transvaal, groot 216 (tweehonderd-en-ses-tien) vierkante meter.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vereeniging hierdie 13de dag van September 1994.

M. P. Coetzer, vir De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, 1930. (Verw. mnr. Coetzer/MZ/S315/BS0160.)

Saak 1669/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Stadsraad van Nigel**, Eiser, en **T. C. de Villiers**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Nigel, gehou te Nigel in bogemelde saak, sal 'n verkoping deur die Geregsbode van Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel, op Vrydag, 4 November 1994 om 09:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Geregsbode, Kerkstraat 69, Nigel, voor die verkoping ter insae sal lê:

Sekere Erf 243, Dunnottar, Registrasieafdeling IR, Transvaal, groot 1 986 vierkante meter, geleë te Barkleyweg 19, Dunnottar.

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

Steen skakelhuis met sinkdak bestaande uit kombuis, sitkamer, drie slaapkamers, badkamer, motorhuis, buitekamer, toegeboorde voor- en agterstoep en gedeeltelike beton omheining.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne veertien (14) dae na datum van verkoping aan die Geregsbode verskaf word.

Geteken te Nigel op hierdie 6de dag van September 1994.

L. Etsebeth, vir Lockett & Etsebeth, Plesamgebou, Eerste Verdieping, Nigel, 1490.

Saak 35737/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk**, Eiser, en **D. C. Crane Services BK**, Eerste Verweerder, en **Andries Carel Cilliers**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Pretoria en 'n lasbrief vir eksekusie gedateer 23 Junie 1994, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantore Wonderboom, op 7 Oktober 1994 om 11:00, van die ondervermelde eiendom van die Tweede Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor ye van die verkoping en welke voorwaardes by die kantoor van die Geregsbode, Wonderboom en die Klerk van die Hof, Landdroshof, Pretoria, voor die verkoping ter insae sal lê:

Sekere Erf 390, Rosslyn-uitbreiding 2-dorpsgebied, Registrasieafdeling JR, Transvaal, met straatadres te Aliminiumstraat 390, Rosslyn, groot 5 000 vierkante meter, gehou T76729/90.

Die volgende besonderhede word verskaf maar nie gewaarborg nie: Fabriekgebou met verskeie kantore.

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

Gedateer te Pretoria hierdie 9de dag van September 1994.

W. H. Britz, vir Gouws Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, United Gebou, Esselenstraat 291, Sunnyside. [Tel. (012) 341-3532.] (Verw. W. H. Britz/LB/wa329.)

Case 10743/93

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

In the matter between **First National Bank of S.A. Ltd**, trading as Wesbank, Plaintiff, and **D. D. van Niekerk**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 23 December 1993 and a warrant of execution, the undermentioned property will be sold on 14 October 1994 at 11:15, at 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf 518, Boksburg South Extension 3 Township, better known as 4 Cawood Street, Boksburg, measuring 889 square metres, Deed of Transfer T31567/88.

Terms and conditions:

1. 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 14 (fourteen) days of the date of sale.
 2. The purchaser shall be liable for all costs and expenses to be procure transfer including the Sheriff's fees.
 3. The purchaser shall be liable for all outstanding rates and taxes.
 4. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, Boksburg.
- Dated at Boksburg this 12th day of September 1994.

Galloways Attorneys, Bezuidenhout Building, 245 Commissioner Street, Boksburg. (Tel. 52-7596/7.) (Ref. Mrs Roelofse/KM0262.)

Case 3273/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Kara Shirad**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 15 September 1993 and subsequent warrant of execution the following property will be sold in execution on 14 October 1994 at 10:00, at the offices of the Sheriff's, 41A Beaconsfield, Vereeniging, namely:

A single-storey residential building of brick walls, plastered and tiled roof. Consisting of a lounge, kitchen, three bedrooms, bathroom and w.c. Outbuildings consist of carport and the boundary has concrete walls. The property is zoned residential and is situated at 63 Acadia Street, Ennerdale Extension 1.

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

1. The sale will held by public auction and without reserve and will be voetstoots.
2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond, over the property, held by the Plaintiff from date of sale to date of payment.
3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.
4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.
5. The purchase price shall be paid as 10% (ten per centum) thereof together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as rouwkoop.
7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on the 9th day of September 1994.

McLoughlin, Porter & Venter Ing., 31 Merriman Avenue, Vereeniging; P.O. Box 931, Vereeniging. [Tel. (016) 22-5161.] (Ref. Coll/IG/N192.)

Case 1780/93

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 **J. N. Hofmeyer**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 November 1993, and subsequent warrant of execution, the following property will be sold in execution on 21 October 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 843, Alra Park, 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 *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 8th day of September 1994.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N851.)

Case 935/94

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 **M. P. Duma**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 8 June 1994, and subsequent warrant of execution the following property will be sold in execution on 21 October 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Erf 8555, Duduza.

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 8th day of September 1994.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N990.)

KAAP • CAPE

Saak 111/92

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE WOLSELEY

In die saak tussen **Muller Terblanche & Beyers**, Eiser, en **J. J. van Wyk**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 7 April 1994, sal die hieronder vermelde eiendom verkoop word op 14 Oktober 1994 om 10:00, voor die hoofingang van die Landdroskantoor te Eeufesstraat 29, Wolseley, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1321, Wolseley, afdeling Wolseley, groot 324 (driehonderd vier-en-twintig vierkante meter), gehou kragtens Akte van Transport T43627/1991, bekend as Renonkelstraat 80, Montana, Wolseley, 6830.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Enkelverdieping huis met asbes dak, bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer met toilet, tapyte en draadomheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Wolseley, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

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

Muller Terblanche & Beyers, Kerkstraat 66, Worcester, 6850. (Verw. VV1182/gvdw.)

Case 5362/94

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

ABSA Bank Limited (trading as United Bank), *versus* **Twenty Seven York Road Properties CC**

The following property will be sold in execution at the site of the property, 27 York Road, Woodstock, Western Cape, on Thursday, 13 October 1994 at 11:00, to the highest bidder:

Erf 133378, Cape Town, at Woodstock, in extent 158 square metres, held by T32564/1993, situated at 27 York Road, Woodstock, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0091/104459/gl.)

Case 7200/90

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

ABSA Bank Limited, trading as United Bank, *versus* **Moegamat Salie Hendricks**

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:

Erf 69186, Cape Town, at Wynberg, in extent 596 square metres, held by T31021/1984, situated at 150 Sussex Road, Wynberg, Western Cape.

1. The following improvements are reported but not guaranteed: Double storey dwelling:

Ground floor: Entrance hall, lounge, dining-room, family room, kitchen, laundry and shower/toilet.

First floor: Five bedrooms, two bathrooms/shower/toilets, sauna and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U0377/100050/gl.)

Case 7192/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **William Jacobs**, First Defendant, and **Cecelia Bronward Jacobs**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 28 July 1994, the undermentioned property will be sold in execution at the premises on Tuesday, 11 October 1994 at 10:30:

Erf 5866, Blue Downs, in the Local Area of Blue Downs, Division Stellenbosch, measuring 289 (two hundred and eighty-nine) square metres, held by Deed of Transfer T30224/91, comprising of lounge, dining-room, two bedrooms, bathroom and kitchen, and known as 39 Lynette Close, Brentwood Park, Blue Downs.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 31st day of August 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 4958/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited trading as United Bank, *versus* **Caira Developments CC**

The following property will be sold in execution by public auction held at Unit 7, Montigo Park, Marconi Road, Montague Gardens, to the highest bidder on 6 October 1994 at 14:00:

Unit 7, Montigo Park, situated on Erf 1611, Montague Gardens, in the Municipality of Milnerton Division, Cape, in extent 344 (three hundred and forty-four) square metres, held by Deed of Transfer T8347/90, situated at Unit 7, 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: One attached unit out of 17 mini factories serving as a single dance studio.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 4958/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank, *versus* **Caira Developments CC**

The following property will be sold in execution by public auction held at Unit 8, Montigo Park, Marconi Road, Montague Gardens, to the highest bidder on 6 October 1994 at 14:15:

Unit 8, Montigo Park, situated on Erf 1611, Montague Gardens, in the Municipality of Milnerton, Division Cape, in extent 346 (three hundred and forty-six) square metres, held by Deed of Transfer T8347/90, situated at Unit 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: Attached unit out of 17 mini factories serving as a single dance studio.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **G. Bagarette**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 11 November 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 6 October 1994 at 10:00:

r, Kimberley, on Thursday, 6 October 1994 at 10:00:

Certain Erf 5134, Kimberley, situated in the City and District of Kimberley, measuring 362 (three six two) square metres, held by Deed of Transfer TL14/75, also known as 1 Pear Road, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, four bedrooms, kitchen, pantry, bathroom, toilet, single garage, staffroom with toilet and shower.

Ten per cent (1th toilet and shower.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley, and will be read out immediately prior to the sale.

Dated at Kimberley on this 7th day of September 1994.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

IN DIE LANDDROSHOF VIR DIE DISTRIK HARTSWATER GEHOU TE HARTSWATER

In die saak tussen **Saffer & Kie. (Edms.) Bpk.**, Eiser, en **Freddie Bellinghan**, handeldrywende as Hartswater Hardware, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Hartswater, en lasbrief tot geregtelike verkoping gedateer 18 Augustus 1994, sal die ondervermelde goedere op 8 Oktober 1994 om 10:00, te Landdroshof, Hartswater, aan die hoogste bieder geregtelik verkoop word, naamlik:

Woonhuis te Duifiestraat 13, Hamlik:

Woonhuis te Duifiestraat 13, Hartswater.

Cilliers, Waldeck & Van Zyl, Lexgebou, Hertzogstraat, Posbus 12, Hartswater.

Case 1059/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Stanford Basil Flandorp** and **Shirley Flandorp**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 14 October 1994 at 09:00:

Erf 4235, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 304 (three hundred and four) square metres, held by Deed of Transfer T59944/88, situated at 226 Stratford Avenue, Electric City, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 5th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6474/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Shahied Dickenson** and **Theresa Irene Dickenson**

The following property will be sold in execution by public auction held at Mitchells Plain Court-house, to the highest bidder on 13 October 1994 at 09:00:

Erf 40696, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 242 (two hundred and forty-two) square metres, held by Deed of Transfer T76540/93, situated at 24 Esther Crescent, Morgenster, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.
3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 5th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 39/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Gerhardus Andries Brand** and **Gloudina Maria Magdalena Brand**

The following property will be sold in execution by public auction held at 68 Duff Street, Parow Valley, to the highest bidder on 12 October 1994 at 10:15:

Erf 10266, Parow, in the Municipality of Parow Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T32401/91, situated at 68 Duff Street, Parow Valley.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, staff room and garage.
3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 5th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 15688/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **William Royal Faroo**, and **Valerie Margaret Claudine Faroo**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 14 October 1994 at 09:00:

Erf 376, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 360 (three hundred and sixty) square metres, held by Deed of Transfer T73063/92, situated at 6 Delphinium Street, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: "A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet".
3. *Payment:* 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 5th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 581/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Michael Leslie Lagden**, First Judgment Debtor, and **Chantelle Linda Lagden**, Second Judgment Debtor

In pursuance of a judgment granted on 2 August 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 19 October 1994 at 12:00, at 136 Hill Street, Kraaifontein:

Description: Erf 6677, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 690 (six hundred and ninety) square metres.

Postal address: 136 Hill Street, Kraaifontein.

Improvements: Dwelling: Lounge, dining-room, TV-room, two bedrooms, toilet, bathroom, kitchen and garage, held by Deed of Transfer No. 61102/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow on this the 5th day of September 1994.

Van Niekerk, H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z54903/HCVN/Mrs Wolmarans.)

Case 16206/93

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 **J. M. van Wyk**, 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 18096, measuring 203 (two hundred and three) square metres, held by the Execution Debtor under Deed of Transfer T32226/1987 (dated 16 July 1987), popularly known as 4 Daltondal Close, Westridge, Mitchells Plain.

The property consists of single dwelling brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

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 10% (ten per centum) 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 6 (six) 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 cash 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:M1614.)

Case 1951/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Hutton & Cook**, Plaintiff, and **Erf 2107 (Pty) Limited**, Defendant

In pursuance of a judgment in the above Honourable Court of 1 December 1993, and writ of execution dated 17 January 1994, the following immovable property will be sold in execution on 13 October 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 2108, King William's Town, Municipality and Division of King William's Town, in extent 809 (eight hundred and nine) square metres, being R. K. Naidoo, Sunshine Shoes, Buffalo Road, King William's Town, held by Deed of Transfer T3207/1987.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act, and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this the 6th day of September 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. Wood/lrw.)

Case 17329/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Raziena Ebrahim Waglay**, Defendant

The following property will be sold in execution, voetstoots and without reserve to the highest bidder, at the Magistrate's Court, Wynberg, on 12 October 1994 at 10:00:

Remainder Erf 41220, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 460 (four hundred and sixty) square metres, also known as 4 Saturn Close, Surrey Estate, Athlone.

Conditions:

1. The following information is furnished, but not guaranteed: Single brick dwelling under asbestos roof with three bedrooms, bathroom/toilet, kitchen, lounge and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 5th day of September 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Saak 2294/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **George Benjamin Gerber**, Eerste Verweerder, en **Eunice Claudia Gerber**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 12 Augustus 1994, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 7 Oktober 1994 om 09:30 (let asseblief op die tyd) op die perseel van die Verweerder, naamlik:

Erf 10065, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot 427 (vierhonderd sewe-en-twintig) vierkante meter, gehou kragtens Transportakte T7900/90, ook bekend as Bobby le Rouxstraat 50, Bridgton, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit: Sitkamer, kombuis, twee slaapkamers, badkamer met toilet en buitegeboue.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 5de dag van September 1994.

Duvenhage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Saak 12299/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen **Standard Bank Beperk**, Eiser, en **mnr. J. P. J. Botha**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 5 Februarie 1993, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 14 Oktober 1994 om 10:45, op die perseel te Mayflower 18, Howard Place, Eersterivier, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 5012, Eersterivier, in die Plaaslike Gebied van Blue Downs en afdeling Stellenbosch, groot 403 (vierhonderd en drie) vierkante meter, gehou kragtens Transportakte T26790/1993, ook bekend as Mayflower 18, Howard Place, Eersterivier.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville. (Tel. 948-8326/7.)

A. H. der Kinderen, vir Bommman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG
E'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **First National Bank of S.A. Limited**, Plaintiff; and **Michael Victor Schrieff**, First Defendant, and
Colleen Juanita Schrieff, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 78 Sundown Drive, Turfhall, Ottery, on Tuesday, 11 October 1994 at 12:00, namely:

Erf 3490, Ottery, situated in the local area of Ottery, Cape Division, in extent 450 (four hundred and fifty) square metres, held by Deed of Transfer T28817/1993, commonly known as 78 Sundown Drive, Turfhall, Ottery, which property is said, without warranty as to the correctness thereof, to comprise of one single dwelling, brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: One single dwelling, brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 23rd day of August 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 20247.)

Case 1133/92

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

ABSA Bank Limited (trading as United Bank Limited), *versus* **Steven John Jacob Meyer**, and **Blanche Letitia Meyer**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Grabouw, on Friday, 14 October 1994 at 11:00:

Erf 1986, Grabouw, in Grabouw Town Extension 4, in the Municipality of Grabouw, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T57855/87 and situated at 1 Starking Street, Grabouw, 7160.

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, Grabouw.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge/dining-room, kitchen, three bedrooms, bathroom/w.c., shower/w.c. and single garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 26th day of August 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP W15570.)

Saak 553/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG KAAP GEHOU TE MIDDELBURG KAAP

In die saak tussen **Allied Bank**, Vonnisskuldeiser, en **mev. B. Louw**, Vonnisskuldenaar

Ter uitwinning van 'n lasbrief vir eksekusie uitgereik in bogenoemde Agbare Hof op 3 Augustus 1994, sal die ondergenoemde eiendom te koop aangebied word deur die Balju van die Landdroshof, Middelburg, Kaap, op Vrydag, 7 Oktober 1994 om 10:00, voor die eiendom geleë te Coetzestraat 28, Middelburg, Kaap:

Erf 1852, geleë in die munisipaliteit en afdeling Middelburg, Kaap, groot 1 738 vierkante meter.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die terme en voorwaardes van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verkoping sal verder onderhewig wees aan die voorwaardes van verkoping wat onmiddellik voor die veiling gelees sal word, en wat voor die tyd beskikbaar is by die Balju van die Landdroshof, Middelburg Kaap, ter insae.

3. Die eiendom word voetstoots verkoop.

Gedateer te Middelburg Kaap hierdie 29ste dag van Augustus 1994.

Minnaar & De Kock, Prokureurs vir Eiser, Loopstraat 18, Posbus 19, Middelburg Kaap, 5900.

Case 4480/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Limited** (trading as United Bank), *versus* **Arnold Smith, and Valery Ruth Smith**,

The following property will be sold in execution by public auction held at 60 Mimosa Crescent, Belhar, to the highest bidder on 13 October 1994 at 10:00:

Erf 32365, Bellville, in the Local Area of Belhar, Cape Division, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T54892/93, situated at 60 Mimosa Crescent, Belhar.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 873/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WORCESTER HELD AT WORCESTER**

ABSA Bank Limited, trading as United Bank, *versus* **Petrus Albertus Swart**

The following property will be sold in execution by public auction held at 8 Hugo Street, Worcester, to the highest bidder on 14 October 1994 at 11:00:

Erf 5373, Worcester, in the Municipality and Division of Worcester, in extent 630 (six hundred and thirty) square metres, held by Deed of Transfer T4004/79, situated at 8 Hugo Street, Worcester.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, laundry, three bedrooms, bathroom, bathroom/toilet/shower, toilet, attached single garage, carport and swimming-pool.

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 12/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN**

ABSA Bank Limited, trading as United Bank, *versus* **Neville George Wallace and Julia Doreen Wallace**

The following property will be sold in execution by public auction held at 27 Seemeeu Crescent, Sea Wind, Steenberg, to the highest bidder on 12 October 1994 at 10:30:

Erf 124254, Cape Town, at Retreat in the Municipality of Cape Town, Cape Division, in extent 173 (one hundred and seventy-three) square metres, held by Deed of Transfer T26209/88, situated at 27 Seemeeu Crescent, Sea Wind, Steenberg.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3697/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Deon Maurice Thomas**

The following property will be sold in execution by public auction held at 14 Sunnyside, Edgemead, to the highest bidder on 11 October 1994 at 12:00:

Erf 17189, Goodwood, in the Municipality of Goodwood, Division of the Cape, in extent 809 (eight hundred and nine) square metres, held by Deed of Transfer T34117/93, situated at 14 Sunnyside, Edgemead.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuildings: Garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 23rd day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 32027/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Bernard Gerald Hendricks and Jokey Hendricks**

The following property will be sold in execution by public auction held at 9 Heifer Street, Crawford, to the highest bidder on 11 October 1994 at 14:00:

Erf 43236, Cape Town, at Crawford, in the Municipality of Cape Town, Division Cape, in extent 446 (four hundred and forty-six) square metres, held by Deed of Transfer T12070/90, situated at 9 Heifer Street, Crawford.

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, four bedrooms, bathroom/toilet and toilet/shower. Outbuildings: Detached garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 24th day of August 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 4416/94

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

In the matter between **Standard Bank of SA**, Chapel Street, Plaintiff, and **V. G. S. Pieterse**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and writ of execution dated 2 August 1994, the property listed hereunder will be sold in execution on 6 October 1994 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

Certain Erf 7376, Kimberley, situated in the Municipality of the City of Kimberley, Division of Kimberley, measuring 220 square metres, held by Deed of Transfer T435/1989, also known as 8 Tyburn Road, Kimberley.

The following improvements are reported to be on the property but nothing is guaranteed: Building with two bedrooms, dining-room, kitchen, toilet and garage, used for business only.

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, Kimberley. A building society loan may be negotiated for an approved purchaser.

Dated at Kimberley this 6th day of September 1994.

Haarhoffs, NBS Building, Jones Street, Kimberley, 8301.

Case 21962/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **Simon Sigwevu**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth, dated 29 July 1994 and in pursuance of an attachment in execution dated 17 August 1994, a sale by public auction will be held in front of the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 7 October 1994 at 14:15, of the following immovable property situated at 8 Qolora Street, Motherwell:

Zoned: Residential.

Being: Erf 10353, Motherwell, situated in the area of the City Council of Port Elizabeth, in the Administrative District of Uitenhage in extent 281 square metres, held by Simon Sigwevu, under Certificate of Ownership T2856/91, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single storey detached brick dwelling under asbestos, with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff, for the Magistrate's Court, Port Elizabeth (North).

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 2nd day of September 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage; 186 Cape Town, Port Elizabeth.

Case 21963/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **T. B. Marwana**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth dated 29 July 1994, and in pursuance of an attachment in execution dated 10 August 1994, a sale by public auction will be held in front of the New Law Courts, North End, Port Elizabeth, on Friday, 7 October 1994 at 14:15, of the following immovable property situated at 35 Kwalunda Steet, Motherwell, NU6:

Zoned: Residential.

Being: Erf 1161 (now Erf 7544), Motherwell, situated in the area of the City Council of Port Elizabeth, Administrative District of Uitenhage, in extent 264 square metres, held by Tembile Basil Marwana, under Certificate of Registered Grant of Leasehold TL 1498/91, and subject to the conditions referred to therein.

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

Single storey detached brick dwelling under concrete tiles with lounge, two bedrooms, kitchen, dining-room and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth (North).

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (Auctioneer's) charges up to R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 2nd day of September 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Service address: 186 Cape Road, Port Elizabeth.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society),
Execution Creditor, and **S. P. Witbooi**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth, dated 24 June 1994, and in pursuance of an attachment in execution dated 17 August 1994, a sale by public auction will be held in front of the front entrance, The New Law Courts, North End, Port Elizabeth, on Friday, 7 October 1994 at 14:15, of the following immovable property situated at 164 Khwalimanzi Street, Motherwell, NU 3:

Zoned: Residential.

Being: Erf 261 (now Erf 4862), Motherwell, NU 3, situated in the area of the City Council of Port Elizabeth, Administrative District of Uitenhage, in extent 435 square metres, held by Stanley Pakamile Witbooi, under Certificate of Registered Grant of Leasehold 261/1, and subject to the conditions referred to therein.

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

Single storey detached brick dwelling under concrete tiles with three bedrooms, lounge, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth (North).

Terms: 10% (ten percent) of the purchase price and 5% (five per cent) Sheriff's (Auctioneer's) charges up to R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 2nd day of September 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Service address: 186 Cape Road, Port Elizabeth.

Saak 494/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **First National Bank**, Eiser, en **S. P. W. Quinan**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 1 Maart 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 14 Oktober om 11:00, op die persele te 1 Pinecroft Close, The Cottage 8 en Bezweni, Somerset-Wes, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

1. Een halwe aandeel in die Restant Erf 448, Somerset-Wes, geleë in die munisipaliteit Somerset-Wes en afdeling Stellenbosch, groot 6,1829 hektaar, gehou kragtens Transportakte T16846/1960, ook bekend as The Cottage 8, Somerset-Wes.
2. Een halwe aandeel in die Restant Erf 488, Somerset-Wes, geleë in die munisipaliteit Somerset-Wes, afdeling Stellenbosch, groot 6,1839 hektaar, gehou kragtens Transportakte T16847/1960, ook bekend as 1 Pinecroft Close, Somerset-Wes.
3. Een halwe aandeel in Restant Erf 7127, Somerset-Wes, geleë in die munisipaliteit Somerset-Wes, afdeling Stellenbosch, groot 7,2834 hektaar, gehou kragtens Transportakte T16846/1960, ook bekend as Bizweni, Somerset-Wes.
4. Een halwe aandeel in Restant Erf 7127, Somerset-Wes, geleë in die munisipaliteit Somerset-Wes, afdeling Stellenbosch, groot 7,2834 hektaar, gehou kragtens Transportakte T16847/1960, ook bekend as Bezweni, Somerset-Wes.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaelsgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 77, Somerset-Wes. [Tel. (024) 853-6615.]

Gedateer te Bellville hede die 6de dag van September 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 7868/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Errol Peter Langford Williams**, First Defendant, and **Ruth Sylvia Williams**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 24 May 1993, the property listed hereunder, and commonly known as 1 Mountview Road, Woodlands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 12 October 1994 at 10:00, to the highest bidder:

Erf 20509, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, in extent 188 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, 52 Park Avenue, Rocklands Medical Centre, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 18th day of August 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1492.)

Case 158/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Trevor Beukes**, First Defendant, and **Lorraine Pearl Beukes**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 11 February 1994, the property listed hereunder, and commonly known as 4 Pilladium Street, Weltevreden Valley, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 12 October 1994 at 10:00, to the highest bidder:

Erf 829, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Cape Division, in extent 380 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, 52 Park Road, Rocklands Medical Centre, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 25th 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.1618.)

Case 7164/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Kevin Eugene Louw**, First Defendant, and **Adzhubay Louw**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 11 August 1994, the property listed hereunder, and commonly known as 43 Bolivia Crescent, Malibu, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Friday, 14 October 1994 at 09:00, to the highest bidder:

Erf 2769, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 314 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 31st 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.1786.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Clive Edward Linders**, First Defendant, and **Sherine Elizabeth Linders**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 9 August 1994, the property listed hereunder, and commonly known as 7 Advocet Lane, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Friday, 14 October 1994 at 09:00, to the highest bidder:

Erf 4185, Blue Downs, situate in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 308 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom, toilet and garage.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 31st 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.1772.)

Case 3992/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

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

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 20 April 1993, the property listed hereunder, and commonly known as 4 Fulham Avenue, Hyde Park, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 12 October 1994 at 10:00, to the highest bidder:

Erf 2071, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Cape Division, in extent 369 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 30th day of August 1994.

I. Broodryk, for Syfrets Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1456.)

Case 6488/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Ernst Jacob van Gooswilligen**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 13 January 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 21 October 1994 at 11:15:

Erf 7520, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 566 (five hundred and sixty-six) square metres, street address 15 Komati Crescent, Kraaifontein.

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, laundry, three bedrooms, bathroom/w.c., w.c./shower and double 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 centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 2nd September 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 7534/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Patrick Francoise Titus and Gertrude Ann Cupido**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 October 1994 at 09:00, to the highest bidder:

Erf 521, Blue Downs, in extent 262 square metres, held by T67402/1989, situated at 29 Waldstadt Avenue, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U2244/100212/gl.)

Case 5744/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mervyn Geduldt and Sheila Christina Geduldt**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 17 October 1994 at 09:00, to the highest bidder:

Erf 3000, Eerste River, in extent 365 square metres, held by T52463/1988, situated at 1 August Street, Beverly Park, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U1638/110850/gl.)

Case 1064/94

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

ABSA Bank Limited, trading as Trust Bank, *versus* **Izak Dederick Johannes Meiring and Judith Beryl Meiring**

The following property will be sold in execution at the site of the property, 4 Zabu Street, Van Wyksvlei, Wellington, Western Cape, on Thursday, 20 October 1994 at 10:00, to the highest bidder:

Erf 6301, Wellington, in extent 543 square metres, held by T45152/1992, situated at 4 Zabu Street, Van Wyksvlei, Wellington, Western Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4T115101/gl.)

Case 477/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Judgment Creditor, and **Vincent Robert van Boom**, married in community of property to Miranda Patience van Boom, Judgment Debtor

In pursuance of a judgment granted on 2 March 1994 in the Somerset West Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 October 1994 at 10:00, at Somerset West Magistrate's Court, to the highest bidder:

Description: Erf 2331, Macassar, in the local area of Macassar, Division of Stellenbosch, in extent two hundred and eighty-six (286) square metres.

Physical address: 15 Swawel Street, Macassar.

Improvements: With, *inter alia*, a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T40940/90.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West this 30th day of August 1994.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 19659/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Tembisile Palmer Mahamba

In pursuance of a judgment dated 20 July 1994 and an attachment on 5 September 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, 7 October 1994 at 14:15:

Erf 18193, Ibhayi, at McNamee Village, in the Administrative District of Port Elizabeth, in extent 136 (one hundred and thirty-six) square metres, situated at 33 Jabavu Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an iron roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 8 September 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 19658/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Lennox Mawonga Mama

In pursuance of a judgment dated 19 July 1994 and an attachment on 5 September 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, 7 October 1994 at 14:15:

Erf 210, Motherwell N.U.6, Phase 2 in the Administrative District of Uitenhage, in extent 313 (three hundred and thirteen) square metres, situated at 25 Gwadu Street, Motherwell N.U.6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 8 September 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 19660/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited versus Steven Malgas and Nompumelelo Margaret Malgas

In pursuance of a judgment dated 25 July 1994 and an attachment on 5 September 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, 7 October 1994 at 14:15:

Erf 30724, Ibhayi at Zwide, in the Administrative District of Port Elizabeth, in extent 283 (two hundred and eighty-three) square metres, situated at 8 Mdani Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 8 September 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 347/91

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)**Nedperm Bank Limited versus Zenzile Joseph Mqina and Tili Alice Mqina**

In pursuance of a judgment dated 6 March 1991 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 7 October 1994 at 15:00:

Erf 20518, McNamee Village, Administrative District of Port Elizabeth, in extent 200 (two hundred) square metres, situated at 100 Aggrey Road, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge and kitchen.

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, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 6 September 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1890/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, versus Ernest Elliot, Defendant

In pursuance of a judgment dated 24 March 1993 and an attachment on 13 June 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 7 October 1994 at 14:15:

Erf 1038, Bloemendal, in the Municipality and Division of Port Elizabeth, in extent 155 (one hundred and fifty-five) square metres, situated at 28 Blossom Street, Booyens Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey semi-detached dwelling under a concrete tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, West, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 6 September 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 19863/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Vukile Jacob Windvoel

In pursuance of a judgment dated 18 July 1994 and an attachment on 5 September 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, 7 October 1994 at 14:15:

Erf 830, Motherwell N.U.3, Phase 2, in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 125 Ngabangaba Street, Motherwell N.U.3, Phase 2, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated: 8 September 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2754/94

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

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Mark Ernest Bryce Pease** and **Rochelle Therese Pease**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 17 October 1994 at 12:00:

Erf 363, Ottery, in the Municipality of Cape Town, Cape Division, in extent 480 square metres, also known as 7 Monowarr Road, Ottery.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, bathroom/toilet, kitchen, lounge, swimming-pool and prefabricated garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 25th day of August 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 1883/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Yusuf Samson**, First Judgment Debtor, and **Wilhelmina Frances Samson**, Second Judgment Debtor

In pursuance of a judgment granted on 11 July 1994 in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 12 October 1994 at 10:00, at Mitchells Plain Court-house:

Description: Erf 453, Weltevreden Valley, in the local area of Weltevreden Valley, Cape Division, in extent three hundred and twenty-two (322) square metres.

Postal address: 27 White Hart Lane, Weltevreden Valley.

Improvements: Dwelling: Kitchen, lounge, three bedrooms and toilet/bathroom.

Held by Deed of Transfer 71238/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 31st day of August 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 25045/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Dingani Geelbooi Dlephu** and **Rose Nopumzile Dlephu**

The Judgment Debtors' title to and interest in the leasehold rights in respect of the following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 20 October 1994 at 10:00, to the highest bidder:

Erf 4090, Khayelitsha, in extent 366 square metres, held by TL63954/1988, situated at H510 Nokwazi Square, Khayelitsha, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0514/100565/gl.)

Case 5407/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S. A. Permanent Building Society), Execution Creditor, and **G. H. Monk**, First Execution Debtor, and **M. Monk**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 27 July 1994 and in pursuance of an attachment in execution dated 3 August 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 6 October 1994 at 11:00, of the following immovable property situated at 3 Van der Walt Street, Despatch:

Zoned: Residential, being Erf 930, Despatch, in the Municipality of Despatch, Division of Uitenhage, in extent 779 square metres, held by Grant Hayward Monk and Maryanne Monk, under Deed of Transfer T81692/93, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached brick dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's auctioneers' charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

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

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S. A. Permanent Centre, Caledon Street, Uitenhage.

Case 5346/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S. A. Permanent Building Society), Execution Creditor, and **T. K. Nqiqi**, First Execution Debtor, and **N. M. Nqiqi**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 8 August 1994 and in pursuance of an attachment in execution dated 18 August 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 6 October 1994 at 11:00, of the following immovable property situated at 3 Qolohle Street, Kwanobuhle:

Zoned: Residential, being all the right, title and interest in the leasehold over Erf 3031, now Erf 9910, Kwanobuhle Extension 4, Administrative District of Uitenhage, in extent 275 square metres, held by Thozamile Kenneth Nqiqi and Nomathamsanqa Maria Nqiqi, under Certificate of Registered Grant of Leasehold TL1147/1988, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached brick dwelling under concrete tiles with three bedrooms, kitchen, lounge and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's auctioneers' charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

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

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S. A. Permanent Centre, Caledon Street, Uitenhage.

Case 14323/93

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 **Alexander Victor Meyer**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 27 October 1993 and warrant of execution dated 24 February 1994, the following will be sold in execution on 13 October 1994 at 09:00, at the Mitchells Plain Court-house, being:

Certain Land situated at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 549, Cape Town, at Mitchells Plain, measuring 230 (two hundred and thirty) square metres, held under Deed of Transfer 58149 dated 1 December 1987, also known as 24 La Provence Way, Westridge, 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: Three bedrooms, bathroom and toilet, dining-room, kitchen, lounge 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;

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 or the Auctioneer's office.

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

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X4C0016/103858.)

Case 35299/93

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Mansoor Nolan**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 8 September 1993 and warrant of execution dated 20 June 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 40395, Cape Town, at Crawford, measuring 743 (seven hundred and forty-three) square metres, held under Deed of Transfer 37233 dated 19 September 1986, also known as 31 Cricket 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 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: Lounge, kitchen, six bedrooms, 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 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 or the Auctioneer's office.

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

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X4C0038/105816/Mrs Liebrandt.)

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Mohammed Anwar Sampson**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the district of Wynberg, dated 15 June 1992 and warrant of execution dated 6 May 1994, the following will be sold in execution on 13 October 1994 at 09:00, at the Mitchells Plain Court-house, being:

Certain land situated at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 35092, Cape Town at Mitchells Plain, measuring 162 (one hundred and sixty-two) square metres, held under Deed of Transfer 38986, dated 11 July 1989, also known as 31 Gloriana Street, Eastridge, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrate's Court 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): Three bedrooms, bathroom/toilet, kitchen and lounge.

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 per centum (22%) 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 or the Auctioneer's office.

Dated at Cape Town this 22nd day of August 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0025/103827/Mrs Liebrandt.)

Saak 2030/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Groenvlei Gras**, Eiser, en **H. J. de Villiers**, handel drywend as Grasveld Kontrakteurs, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 6 Junie 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 17 Oktober 1994 om 11:30, op die perseel te Sesde Laan 149, Kraaifontein, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 6037, Kraaifontein, in die Munisipaliteit van Kraaifontein en afdeling Paarl, groot 892 (agthonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte T72221/1989, ook bekend as Sesde Laan 149, Kraaifontein.

Betaalvoorwaardes: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville. (Tel. 948-8326/7.)

Gedateer te Bellville hede die 25ste dag van Augustus 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 1505/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Protea Finance (Pty) Limited**, Plaintiff, and **Patrick Coetzee**, First Defendant, and **Mary Lorraine Coetzee**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town and a warrant of execution dated 23 June 1994, the following property will be sold in execution on 14 October 1994 at 12:15, at 42 Jakaranda Street, Stratford, Eerste Rivier to the highest bidder:

Certain Erf 442, Eerste Rivier, measuring 496 square metres, known as 42 Jakaranda Street, Stratford, Eerste Rivier.

Conditions of sale:

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

2. The following improvements on the property have been reported (but nothing is guaranteed): Zoned special Residential Area.

3. *Terms:* The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the first Mortgage Bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Bellville, immediately prior to the sale, may be inspected at his office, Bellville and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

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

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, c/o Document Exchange, First Floor, Creative House, 31 Parliament Street, Cape Town, Docex 204, Johannesburg; P.O. Box 1573, Parklands, 2121. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/C27.)

Case 21665/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

ABSA Bank Limited, trading as United Bank Limited *versus* **Trevor John Stoutz and Yvonne Stoutz**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 1 Ixia Road, Doordekraal, Bellville, 7530, on Friday, 7 October 1994 at 09:00:

Erf 16821, Bellville, in the Municipality of Bellville, in extent 988 (nine hundred and eighty-eight) square metres, held by Deed of Transfer T13476/92 and situated at 1 Ixia Road, Doordekraal, Bellville, 7530.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

A dwelling comprising a lounge, dining-room, kitchen, laundry, three bedrooms and bathroom/shower/w.c. en suite.

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 18% (eighteen 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 Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP/W14422.)

Case 8027/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Dwayne Edwin Godfrey Swarts**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Clerk of the Court's Office, Magistrate's Court, Mitchells Plain, on Thursday, 13 October 1994 at 09:00, namely:

Erf 20821, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 150 (one hundred and fifty) square metres, held by Deed of Transfer T62954/1993.

Commonly known as 4 Meiringspoort, Tafelsig, Mitchells Plain.

Which property is said, without warranty as to the correctness thereof, to comprise of two bedrooms, bathroom/toilet, kitchen, lounge, garage and asbestos roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoorts as it stands and subject to the conditions of the existing Title Deed.

2. $\frac{1}{10}$ One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property:

Two bedrooms, bathroom/toilet, kitchen, lounge, garage and asbestos roof.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 31st day of August 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. P. Waters/jm 22168.)

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **First National Bank**, Eksekusieskuldeiser, en **J. D. C. Huygen en M. D. Huygen**, Eksekusieskuldenaars

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 18 Augustus 1994, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 13 Oktober 1994 om 10:00, te die gegewe perseel naamlik:

Erf 342, Outeniqua Strand, in the plaaslike gebied en afdeling van Hoogekraal, Administratiewe distrik van George, groot 986 (negehonderd ses-en-tagtig) vierkante meter, gehou kragtens Transportakte T6762/1983.

Verbeterings: Dubbelverdiepinghouthuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, familiekamer, studeerkamer, twee badkamers en twee motorhuise.

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 bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% (vyftien 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 (veertien) dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslerskommissie betaal.

4. Belasting op toegevoegde Waarde op die koopprijs, tensy die Vonnisiskuldenaar 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 Vonnisiskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisiskuldenaar 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 2de dag van September 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 3490/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank *versus* **John Victor Hendricks and Avril Faith Hendricks**

The following property will be sold in execution at the site of the property, Erf 7, Raithby, Watson Bay, Raithby, Western Cape, on Thursday, 13 October 1994 at 11:00, to the highest bidder:

Erf 7, Raithby, in extent 3 131 (three thousand one hundred and thirty-one) square metres, held by T64125/87.

Situated at Erf 7, Raithby, Watson Way, Raithby, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, TV-room, kitchen, laundry, study, four bedrooms, three bathrooms and toilet and attached single garage.

2. **Payment:** 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) 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 Riebeeck Street, Cape Town. (Ref. D2U1126/103206/gl.)

Case 24438/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Peter John Schmidt** and **Caroline Rhoda Schmidt**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 18 October 1994 at 09:00, to the highest bidder:

Erf 14074, Mitchells Plain, in extent 252 (two hundred and fifty-two) square metres, held by T79037/92.

Situated at 1 Albacore, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) 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. D3U0637/104115/gl.)

Case 27310/91

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

ABSA Bank Limited, trading as United Bank *versus* **Mauritius Naude** and **Martha Elizabeth Naude**

The following property will be sold in execution at the site of the property, 10 Komatie Crescent, Kraaifontein, Western Cape, on Wednesday, 19 October 1994 at 11:00, to the highest bidder:

Erf 7527, Kraaifontein, in extent 600 (six hundred) square metres, held by T7090/89.

Situated at 10 Komatie Crescent, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and attached single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) 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. D1U1287/100482/gl.)

Case 1418/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOSSEL BAY HELD AT MOSSEL BAY

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Martins Oliphant**, First Judgment Debtor, and **Julenda Rachell Oliphant**, Second Judgment Debtor

In pursuance of a judgment granted on 22 June 1994, in the Mossel Bay Magistrate's Court, the following property will be sold to the highest bidder on 19 October 1994 at 10:00, at Mossel Bay Court-house:

Description: Erf 10956, in the Municipality and Division of Mossel Bay, in extent five hundred and ninety-one (591) square metres.

Postal address: 23 Snoek Street, Mossel Bay.

Improvements: *Dwelling:* Lounge, dining-room, two bedrooms, bathroom/toilet and kitchen, held by Deed of Transfer 51228/91.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 2nd day of September 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Y. L. Ismail**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 22 Februarie 1994, sal die ondergemelde eiendom verkoop word op 14 Oktober 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Wes:

Erf 978, Malabar, in die munisipaliteit en afdeling Port Elizabeth, groot 532 (vyfhonderd twee-en-dertig) vierkante meter, gehou kragtens Transportakte T59576/91, ook bekend as Montbretiastraat 16, Malabar, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingwoonhuis met baksteenmure en sementteëldak, drie slaapkamers, sitkamer, eetkamer, kombuis en twee badkamers en buitegeboue bestaande uit stoorkamer en 'n motorafdak is.

Geteken te Port Elizabeth op die 6de dag van September 1994.

H. B. de Jager, vir Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 15812/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **ABSA Bank** (handeldrywende as United Bank), Eiser, en **M. C. van Heerden**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 30 Junie 1994, sal die ondergemelde eiendom verkoop word op 14 Oktober 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 500, Framesby, in die munisipaliteit en afdeling Port Elizabeth, groot 1 271 (eenduisend tweehonderd een-en-sewentig) vierkante meter, gehou kragtens Transportakte T11561/81, ook bekend as Murrelsingel 51, Framesby, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis met teëldak bestaande uit 'n sitkamer, kombuis, drie slaapkamers, twee badkamers, ingangsportaal, eetkamer en studeerkamer is en buitegeboue bestaande uit 'n enkel garage, stoorkamer en bediendekamer met wasbak.

Geteken te Port Elizabeth op die 2de dag van September 1994.

H. B. de Jager, vir Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 13789/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Metropolitan Lewens Bpk.**, Eksekusieskuldeiser, en **Adam Krans**, Eerste Verweerder, en **Shirley Krans**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bellville en lasbrief vir eksekusie teen goed gedateer 8 Julie 1994, sal die ondervermelde eiendom op 17 Oktober 1994 om 12:00, te Southern Crosstraat 68, Elsiesrivier, aan die hoogste bieder geregte-lik verkoop word naamlik:

Sekere Erf 32571, 'n deel van Erf 9082, Goodwood, in die plaaslike gebied van Elsiesrivier, afdeling Kaap, groot 282 (tweehonderd twee-en-tagtig) vierkante meter, gehou kragtens Transportakte T42143/92.

Bestaande uit asbesdak, baksteenmure, sitkamer, kombuis, twee slaapkamers en badkamer met 'n aparte toilet.

Die voorwaardes van verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof te Goodwood nagesien word.

Gedateer te Kaapstad op 30 Augustus 1994.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. TP/E2816.)

Saak 279/89

IN DIE LANDDROSHOF VIR DIE DISTRIK UNIONDALE GEHOU TE UNIONDALE

In die saak tussen **Markotter Stigting**, Eksekusieskuldeiser, en **Petrus Basson Ackermann**, Eksekusieskuldenaar

Ingevolge die uitspraak van die Landdros Uniondale en die lasbrief vir eksekusie sal die ondergenoemde onroerende eiendom op Vrydag, 7 Oktober 1994 om 10:00, voor die Landdroskantoor te Uniondale, geregte-lik, voetstoots en vir kontant verkoop word aan die persoon wat die hoogste aanbod maak, naamlik:

1. Erf 232, Uniondale, in die gebied van die Plaaslike Raad van Uniondale, afdeling Uniondale, groot 2 141 vierkante meter, met bewoonbare woonhuis daarop, gehou kragtens Transportakte T20646/90.

G. G. Hough, Prokureur vir Eksekusieskuldenaar, Voortrekkerstraat 47, Posbus 96, Uniondale, 6460.

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Kevin Ashley Fritz**, First Defendant, and
Yola Elizabeth Fritz, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 16 Jutter Court, McKilney Road, Kenilworth, on Wednesday, 12 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 for the Supreme Court, 110 Maynard House, Maynard Road, Wynberg:

A unit consisting of:

1. (a) Section 15 as shown and more fully described on Sectional Plan SS24/1988 in the scheme known as Jutter Court in respect of the land and buildings or building situated at Kenilworth in the Municipality of Cape Town in which the floor area, according to the said sectional plan is 71 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by the mortgagor by Deed of Transfer ST13254/93.

2. An Exclusive Use Area described as Garden Area G13, measuring 55 square metres, being as such part of the common property, comprising the land and the scheme known as Jutter Court in respect of the land and buildings situated at Claremont, in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS 24/1988 held under notarial Deed of Cession SK4142/93; and

3. An Exclusive Use Area described as Parking Bay P7, measuring 14 square metres being as such part of the common property, comprising the land and the scheme known as Jutter Court, in respect of land and buildings or building situated at Claremont, in the Municipality of Cape Town as shown and more fully described on Sectional Plan SS24/1988, held under notarial Deed of Cession SK4142/93.

Also known as 16 Jutter Court, McKilney Road, Kenilworth (hereinafter referred to as the property).

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

The unit comprises a fully carpeted ground floor flat of approximately 71 square metres with kitchen, lounge/dinette, two bedrooms, bathroom and toilet.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

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

Dated at Cape Town this 7th day of September 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/41659.)

Case 16479/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
 PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gloria Nozibele Tembani**, Defendant

In pursuance of a judgment dated 9 June 1993 and an attachment on 5 September 1994, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 7 October 1994 at 14:15:

Erf 1099, Motherwell, NU7, Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at 133 Mphoko Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 5% (five per cent) on first R20 000 and 3% (three per cent) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 8th day of September 1994.

Kaplan Blumberg Friedman & Sheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thamsanqa William Baatjies**, Defendant

In pursuance of a judgment dated 26 July 1994 and an attachment on 5 September 1994, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 7 October 1994 at 14:15:

Erf 1839, Motherwell, NU7, Administrative District of Uitenhage, in extent 256 (two hundred and fifty-six) square metres, situated at 134 Ncememe Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 5% (five per cent) on first R20 000 and 3% (three per cent) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 6th day of September 1994.

Kaplan Blumberg Friedman & Sheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 8140/92

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and Representee of the estate of late **Mzamo Arthur Xhantini and Nomazizi Cynthia Xhantini**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Goodwood, on 13 October 1994 at 11:00:

Erf 3453, Langa, in the Area of Jurisdiction of the Ikapa Town Council, Administrative District of Cape, in extent 413 square metres, also known as 6 CC Nkomo, Langa.

Conditions:

1. The following information is furnished, but not guaranteed:

Brick dwelling under tiled roof with lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. **Payment:** Ten per cent (10%) of the purchase price must be paid in cash or 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 amount are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 5th day of September 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 451/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **V. P. Nkwinti**, Defendant

In execution of a judgment granted in the above Court on 23 August 1993, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on 14 October 1994 at 11:00:

The right, title and interest in the leasehold in respect of Erf 764, Kings Flats, Grahamstown, in extent 276 square metres, held under Deed of Transfer T1534/1991.

The property consists of a house with two bedrooms, sitting room, kitchen and bathroom.

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, 6140.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Abraham Hermanus Plaatjies, and Maud Cythia Plaatjies**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 17 October 1994 at 09:00:

Erf 3579, Kleinvlei, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 484 square metres, also known as 19 Orion Street, Pine Places, Eerste River.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, kitchen, lounge, bathroom and toilet.
2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 6th day of September 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Nineth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Saak 886/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **D. J. Linley**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie, gedateer 28 Desember 1993, sal die volgende eiendom in eksekusie verkoop word op Woensdag, 12 Oktober 1994 om 14:30, te die gegewe perseel naamlik:

Erf 1203, Wildernis (ook bekend as Federickstraat-uitbreiding 7, Wildernis), in die plaaslike gebied Wildernis, afdeling George, groot 790 vierkante meter, gehou kragtens Transportakte T16939/87.

Verbeterings: Leë erf.

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 en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder 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 16,50% (sestien comma vyf nul 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 grondbelastingen 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 Landdros, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.
- Gedateer te George hierdie 7de dag van September 1994.
- R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Frederick Meyer**, Eerste Verweerder, en **mev. Felicity Meyer**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 12 Augustus 1994, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 7 Oktober 1994 om 11:00, op die perseel van die Verweerder, naamlik:

Erf 3854, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot driehonderd sewe-en-negentig (397) vierkante meter, gehou kragtens Transportakte T5755/90, ook bekend as Volstruisweg 1415, Bridgton, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet en stort met aparte toilet.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 6de dag van September 1994.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Saak 11185/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Investec Bank Beperk**, handeldrywende as Investec, Eiser, en **David Johannes Kriel** (TDW/cs/Z12687), Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Bellville, gedateer 10 Junie 1994, en 'n lasbrief vir eksekusie, word die eiendom hieronder beskryf op die perseel, naamlik op die plaas Bergrivier, Wellington, geleë aangrensend aan die plaas Oakdene, Wellington, langs die Lady Loch pad, per geregtelike veiling aangebied op Dinsdag, 18 Oktober 1994 om 10:00:

Gedeelte 8 van die plaas Paerelse Pont 186, in die afdeling Paarl, groot 2,9372 hektaar, gehou kragtens Transportakte T47228/88.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 17,75% (sewentien komma sewe vyf persent) per jaar vanaf 3 Mei 1994, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en genoem word.

3. Alhoewel niks gewaarborg word nie, is die eiendom verbeter met 8 005 wingerdstokke, as volg:

<i>Plantjaar</i>	<i>Druifsoort</i>	<i>Soort onderstok</i>	<i>Getal stokke</i>
1981.....	Dan Ben Hannah	Dan Ben Hannah	4 115.
1982.....	Dan Ben Hannah	Ramsey	1 280.
1982.....	Waltham Cross	Waltham Cross	2 310.
1981.....	Queen Vineyard.....	Queen Vineyard.....	300.

Die betrokke wingerd beslaan ongeveer 2,68 hektaar en is onder mikro-besproeiing.

Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Geregsbode van Wellington en in die kantoor van die ondergetekende.

Gedateer te Kaapstad hierdie 8ste dag van September 1994.

T. R. de Wet, vir Marais Müller, Prokureur vir Vonnissskuldeiser, Vyfde Verdieping, Regisgebou, Adderleystraat, Kaapstad.
(Verw. T. R. de Wet/cs/Z12687.)

Case 1166/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, Plaintiff, and **Gregory Lamond**, First Defendant, and **Marsha Maud Lamond**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Mitchells Plain, dated 12 Oktober 1993, and a warrant of execution, the hereunder-mentioned property will be sold in execution on 27 October 1994 at 11:30, at Mitchells Plain, Magistrate's Court, to the highest bidder.

Erf 2114, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, measuring 690 (six hundred and ninety) square metres, or also known as 28 Picadilly Crescent, Hyde Park.

Conditions of sale: The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per cent) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or by bank-guaranteed cheque.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Somerset West on this the 7th day of September 1994.

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Saak 1110/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eiser, en **J. F. le Grange**, Eerste Verweerder, en **J. E. le Grange**, Tweede Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Oktober 1994 om 11:30, op die perseel:

Erf 1423, Sandbaai, geleë te Branderdraaistraat, Sandbaai, groot 800 (agthonderd) vierkante meter, gehou kragtens Transportakte T16588/1991.

Die verbetering op die eiendom bestaan uit die volgende: Woonhuis met drie slaapkamers, sitkamer, oopplan kombuis, twee badkamers en dubbel garage.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Guthrie & Theron, Prokureur vir Eiser, Hoofweg 77, Hermanus 7200.

Case 283/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **First National Bank of SA Ltd**, Plaintiff/Execution Creditor, and **Mr R. A. Pokorny**, First Defendant/Execution Debtor, and **Mrs M. I. Pokorny**, Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 12 April 1994, the property listed hereunder will be sold in execution on Thursday, 13 October 1994 at 11:00, at the front entrance of the Magistrate's Court, Law Courts, Durban Street, Uitenhage, to the highest bidder:

Erf 1891, Uitenhage, Municipality and Division of Uitenhage, and Erf 1892, Uitenhage, Municipality and Division of Uitenhage, measuring in extent 456 (four hundred and fifty-six) square metres and in extent 908 (nine hundred and eight) square metres, situated at 48 Mitchell Street, Uitenhage, and 28 Allison Street, Uitenhage.

Conditions of sale: The purchase price will be payable as to a deposit of 10% (ten per cent) and the balance against transfer. The full conditions of sale will read immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Uitenhage. A substantial building society loan can be arranged for an approved purchaser. The purchaser will be liable for the payment of 5% (five per cent) commission to the Sheriff.

Dated at Port Elizabeth this 19th day of September 1994.

M. A. Scheepers & Co., Plaintiff/Execution Creditor's Attorneys, Lex House, 4 Cuyler Street, Central, Port Elizabeth. (Comp. Ref. MLR/F187.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Jamela Cyril Lizo**, Defendant

In pursuance of a judgment of the above Honourable Court dated 6 May 1994, and a warrant of execution dated 18 May 1994, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 7 October 1994 at 14:15:

Erf 10653, Ibayi, in extent 230 (two hundred and thirty) square metres, held by Deed of Transfer T4217/92, situated at the area of the City Council of the Ibayi, Administrative District of Port Elizabeth.

1. The following improvements are reported but not guaranteed:

Dwelling: A single-storey dwelling under detached roof measuring 230 square metres being a lounge, kitchen, two bedrooms and w.c.

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 16,5% (sixteen comma five per cent) per annum calculated on the Judgment Creditors claim from the date of sale to the date of transfer] against registration of transfer, which amount are to be secured by approved bank guarantee to be delivered within fourteen (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 offices of the Sheriff.

Dated at Port Elizabeth on this the 12th day of September 1994.

Goldberg & De Villiers, Plaintiff's Attorneys, University Chambers, 26 Bird Street, Port Elizabeth. (Ref. D. Botha/C. Moodliar/zcd.)

Case 671/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF FORT BEAUFORT HELD AT FORT BEAUFORT

In the matter between **Allied Building Society**, Plaintiff, and **N. G. Hlatyeni** as Representative of the Estate of the Late
B. A. Hlatyeni, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, the following property will be sold on Thursday, 6 October 1994 at 10:00, to the highest bidder:

Erf 2485, KwaTinidubu, in the Administrative District of Fort Beaufort, in extent four hundred and fourteen (414) square metres.

The aforesaid sale will take place at the Magistrate's Court-house, Market Square, Fort Beaufort.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at Fort Beaufort on this 9th day of September 1994.

Hanesworth & Nienaber, Attorneys for Plaintiff, 37 Henrietta Street, Fort Beaufort.

Case 1238/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Funeka Cynthia Bangisa**, Defendant

In execution of a judgment granted in the above Court on 8 October 1992, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on Friday, 7 October 1994 at 10:00:

Erf 1063, Rini at Makanaskop in the Administrative District of Albany, measuring 225 square metres, held under Deed of Transfer TL458/91.

The property is situated at 98 Makanaskop Extension 5, Grahamstown, and is a dwelling-house, brick under concrete tile, consisting of three bedrooms, lounge, kitchen, two bathrooms and a carport.

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.)

Saak 5715/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Federated Timbers (Edms.) Beperk**, handeldrywende as F T Building Supplies, Eiser, en **Heyneman Industrieë BK**, Eerste Verweerder, en **Willem Burger Goosen**, Tweede Verweerder

Ingevolge 'n vonnis wat in bogemelde Agbare Hof toegestaan is op 16 Junie 1994, en 'n lasbrief wat uit bogemelde Hof uitgereik is, sal die ondergemelde eiendom opgeveil word by die perseel op 7 Oktober 1994 om 14:00:

Die eiendom wat verkoop sal word is Erf 4433, Kleinmond, te Kleinmond in die munisipaliteit van Kleinmond, afdeling Caledon, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T54873/1992, geleë te Tweede Laan 49, Kleinmond, synde 'n moderne drieslaapkamerhuis met 'n enkelgarage, binnetuin, twee strate van die see.

Die verkoopvoorwaardes kan by die kantoor van die Balju, Caledon gelees word.

Geteken te Kaapstad op hierdie 12de dag van September 1994.

Truter & Hurter Ing., Prokureur vir die Vonnisskuldeiser, Vyfde Verdieping, Dumbartonhuis, Kerkstraat 1, Kaapstad.

Saak 5715/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Federated Timbers (Edms.) Beperk**, handeldrywende as F T Building Supplies, Eiser, en **Heyneman Industrieë BK**, Eerste Verweerder, en **Willem Burger Goosen**, Tweede Verweerder

Ingevolge 'n vonnis wat in bogemelde Agbare Hof toegestaan is op 16 Junie 1994, en 'n lasbrief wat uit bogemelde Hof uitgereik is, sal die ondergemelde eiendom opgeveil word by die perseel op 7 Oktober 1994 om 14:00:

Die eiendom wat verkoop sal word is Erf 6192, Kleinmond, te Kleinmond in die munisipaliteit van Kleinmond, afdeling Caledon, groot 1 525 (eenduisend vyf honderd vyf-en-twintig) vierkante meter, gehou kragtens Transportakte T49005/1989, geleë te Haweweg, Kleinmond, synde 'n kompleks op 'n seefronterf met 'n uitsig oor die hawe, bestaande uit twee kantore, twee buitegeboue en 'n afdak.

Die verkoopvoorwaardes kan by die kantoor van die Balju, Caledon, gelees word.

Geteken te Kaapstad op hierdie 12de dag van September 1994.

Truter & Hurter Ing., Prokureur vir die Vonnisskuldeiser, Vyfde Verdieping, Dumbartonhuis, Kerkstraat 1, Kaapstad.

Saak 1819/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **S. P. C. Grobler**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 27 Julie 1994, sal die hiernagemelde vaste eiendom geregteelk verkoop word op 28 September om 10:30, op die perseel te Meulstraat 56, Oudtshoorn, Erf 6208, Oudtshoorn, aan die hoogste bieder onderworpe aan die hiernagemelde voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling afgelees sal word:

Eiendomsbeskrywing: Erf 6208, Oudtshoorn, in die munisipaliteit en afdeling van Oudtshoorn, groot 987 (nege ag sewe) vierkante meter, Transportakte 42902/93.

Sonering: Woning.

Betaalvoorwaardes: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veiling. Die balans teen oordrag wat verseker moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum afgelewer te word by die Afslaer.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Hoogstraat 159, Oudtshoorn, en by mnr. Rabie, p.a. Pocock & Bailey, Kerkstraat 117, Oudtshoorn, opdraggewende prokureurs.

Gedateer te Oudtshoorn op hierdie 15de dag van September 1994.

Pocock & Bailey, Prokureurs vir Eiser, Kerkstraat 117, Posbus 58, Oudtshoorn, 6620. (Verw. FJR/jk/536.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Manfred Stock (Proprietary) Limited**, Plaintiff, and **Kadler Ishmail**, First Defendant, and **Latiefa Ishmail**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned matter, a sale without reserve will be held at the Mitchells Plain Court-house, on Tuesday, 11 October 1994 at 10:15, of the undermentioned property of the First and Second 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 of the Court, Mitchells Plain North, Cape, prior to the sale:

Erf 4115 (portion of Erf 586) Philippi, in the local area of Philippi, Division Cape, in extent 2 925 square metres, held by Deed of Transfer T49026/92, situated at Protea Road, Philippi, Cape.

The following additional information is furnished concerning the property, though in this respect nothing is guaranteed: An unimproved erf.

Terms: Ten per cent (10%) of the purchase price and 4% (four per cent) of the Sheriff's commission must be paid in cash immediately after the sale. The balance together with interest calculated at a rate equal to 1,5% below the ruling prime rate charged from time to time on current unsecured overdrawn accounts by First National Bank Limited, on the full purchase price calculated daily and compounded monthly in advance from the date of sale to the date of registration of transfer, both dates inclusive, payable against registration of transfer is to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within fourteen (14) days from date of sale.

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

Dated at Cape Town on this the 14th day of September 1994.

C. K. Friedlander Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street. [Tel. (021) 23-6120.]

Case 3883/92

PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **John Henry Keyster**, First Defendant, and **Roseline Keyster**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 15 Cloete Crescent, Elnor Estate, Elsies River, on Thursday, 27 October 1994 at 11:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 31959, Goodwood, in the local area of Elsies River, Cape Division, in extent 294 square metres and situated at 15 Cloete Crescent, Elnor Estate, Elsies River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 75 square metre main dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 8th day of September 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S684/1836.)

Case 7053/94
PH 255IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Schalk Willem Petrus de Waal**, 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 12 Hoop Street, Calvinia, on Friday, 28 October 1994 at 12:00, 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, 7 Hofmeyer Street, Calvinia.

Remainder Erf 121, Calvinia, in the Municipality and Division of Calvinia, in extent 2 291 square metres, and situated at 12 Hoop Street, Calvinia.

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

A 514 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, four bedrooms, three bathrooms, four water closets and a 30 square metre outbuilding consisting of a garage, water closet and store.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

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

Dated at Montague Gardens this 6th September 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1771/4479.)

Case 4003/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Standard Bank of S.A. Limited**, Plaintiff/Judgment Creditor, and **Roger Maurice Mollet**, First Defendant/Judgment Debtor, and **Elizabeth Betty Mollet**, Second Defendant/Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate at Mitchells Plain and writ of execution dated 17 June 1994, the following will be sold in execution on Thursday, 3 November 1994 at 10:00, at the property thereby attached being 29 Haakdoring Street, Lenteguur, Mitchells Plain, Cape, to the highest bidder, the property being more fully described as:

Erf 8681, Mitchells Plain in the Municipality of Cape Town, Division of Cape, in extent two hundred and thirteen (213) square metres, held by Defendant under Deed of Transfer T92034/93, also known as 29 Haakdoring Street, Lenteguur, Mitchells Plain, Cape.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: Consisting of single dwelling with brick walls under a tile roof comprising three bedrooms, lounge, kitchen, toilet and bathroom.

3. *Terms:* The purchase price shall be paid as ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff for the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale.

4. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Mitchells Plain.

Dated at Athlone this 29th day of August 1994.

H. Mohamed & Associates, Plaintiff's Attorneys, NRB House, 42 Old Klipfontein Road, Athlone. (Ref. Coll/sg15/55383/94.)

Case 37427/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Body Corporate of Perkin Place**, Plaintiff, and **Mrs S. Lombard**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 December 1993, and the warrant of execution dated 7 April 1994, the following property will be sold in execution, with reserve, to the highest bidder on Friday, 7 October 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Description: Section 1 as shown and more fully described on Sectional Plan SS164/92, in the building or buildings known as Perkin Place, situated in Port Elizabeth, of which the floor area, according to the said sectional plan is 79 (seventy-nine) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST 12903/92 (1) (Unit) together with exclusive use area being Garden G1, in extent 27 (twenty-seven) square metres in terms of Notarial Deed of Cession of Exclusive Use Area SK3954/1992S, physical address 1 Perkin Place, 94 Perkin Street, North End, Port Elizabeth. *Zoning:* Residential.

The property consists of a two bedroomed flat, lounge, bathroom, kitchen and garden.

Nothing in this regard is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth this 9th day of September 1994.

Heggie & Hartle, Plaintiff's Attorneys, Ground Floor, H. Lewis Trafalgar House, corner of Clyde and Lawrence Streets, Central, Port Elizabeth. (Ref. D. J. Heggie/cep/427.)

Saak 1595/90

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen **Orandia (Edms.) Bpk.**, handeldrywende as Trek In Motors, Eiser, en **C. H. van der Westhuizen**, Verweerder

Ter uitvoering van 'n vonnis van die Landdros te De Aar, gedateer 28 Junie 1991, sal die ondervermelde eiendom in eksekusie verkoop word op 7 Oktober 1994 om 10:00, by die Landdroskantoor te Piketberg:

1. Erf 1056, Piketberg, geleë in die munisipaliteit en afdeling Piketberg, groot 1 907 (eenduisend negehoonderd en sewe) vierkante meter, gehou kragtens Transportakte 63088/87.

Met die volgende verbeterings daarop: Motorhawe, toilette en masjienkamer, stoep en afdak, werkswinkel, toilette en afdak.

2. Erf 38, Piketberg, geleë in die munisipaliteit en afdeling Piketberg, groot 5 353 (vyfduisend driehonderd drie-en-vyftig) vierkante meter, gehou kragtens Transportakte 63088/87.

3. Erf 1393, Piketberg, geleë in die munisipaliteit en afdeling Piketberg, groot 1 147 (eenduisend eenhonderd sewe-en-veertig) vierkante meter, gehou kragtens Transportakte 9989/91.

Voorwaardes van verkoop: Die eiendom word verkoop aan die hoogste bieder onderhewig aan die voorwaardes van die Landdros Hofwet en die reëls daaronder gemaak en onderhewig aan die voorwaardes van die Transportakte in soverre dié van toepassing is.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die netto koopprijs met Belasting op Toegevoegde Waarde daarop waar van toepassing in kontant op die dag van die verkoping betaal en die balans met Belasting op Toegevoegde Waarde daarop waar van toepassing teen registrasie van transport, sodanige balans met Belasting op Toegevoegde Waarde daarop waar van toepassing 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 (veertien) dae na die datum van die verkoping verstrek te word.

Voorwaardes: Die volle voorwaardes van verkoop gelees te word deur die afslaer onmiddellik voor die verkoping, is ter insae by die Geregsbode te Piketberg.

J. A. Pienaar, vir Joseph & Van Rensburg, Prokureur vir Eiser, Hoofstraat 29, De Aar.

Saak 544/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Jamie George Scott**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 24 Junie 1994 en 'n lasbrief tot uitwinning van roerende goed gedateer 26 Julie 1994, sal die ondergemelde onroerende eiendom deur die Balju van die Hooggeregshof vir die distrik van Kimberley per publieke veiling in eksekusie verkoop word aan die hoogste bieder voor die Landdroskantore te Kimberley op Donderdag, 20 Oktober 1994 om 10:00:

Die eiendom wat verkoop word, is die volgende:

Sekere Erf 1309, Kimberley, geleë in die distrik en stad van Kimberley, groot 1 000 m² (eenduisend) vierkante meters, gehou kragtens Transportakte T3813/92.

Ook bekend as Hermesstraat 11, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie:

'n Woonhuis met die gewone buitegebou.

Verkoopvoorwaardes: 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank- of bouvereniging- of ander waarborg.

Die eiendom word verkoop met 'n reserweprijs van R120 000 (eenhonderd en twintig duisend rand).

Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju van die Hooggeregshof te Kimberley.

Gedateer te Kimberley op hierdie 6de dag van September 1994.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj/H26188.)

Saak 30665/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Wes-Kaapse Streeksdiensteraad**, Eiser, en **J. Wagner**, Verweerder

Eiendom geleë te Treble Slot 9, Belhar.

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 5 Januarie 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Treble Slot 9, Belhar, per publieke veiling te koop aangebied op 20 Oktober 1994 om 11:45:

Erf 26493, Bellville, ook bekend as Treble Slot 9, Belhar, afdeling Kaap, groot 205 (tweehonderd en vyf) vierkante meter, gehou kragtens Transportakte T19229/87.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 19,25% (negentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer die 12de dag van September 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/OWB440.)

Saak 137/94

IN DIE LANDDROSHOF VIR DIE DISTRIK COLESBERG GEHOU TE COLESBERG

In die saak tussen **ABSA Bank Beperk**, Skuldeiser, en **P. W. van Heerden**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Colesberg, gedateer 25 Mei 1994, en 'n eksekusie beslaglegging, sal die ondergemelde eiendom op Woensdag, 12 Oktober 1994 om 10:00, voor die Landdroskantoor te Colesberg, aan die hoogste bieder vir kontant verkoop word:

Erwe 647, 661, 662 en 660, Colesberg, geleë te Stasieweg 13, Colesberg.

Dit word gerapporteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborg word in die verband gegee nie.

Verkoopvoorwaardes:

Die koopsom is betaalbaar by wyse van 'n kontantdeposito van 10% (tien persent) daarvan en die balans teen registrasie van transport.

Die volle verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag by die Balju se huis te Chamberlain Plein 1, Colesberg, of die kantore van Metcalf & Kie., Frerestraat 80, Cradock, geïnspekteer word.

Gedateer te Cradock op die 9de dag van September 1994.

Metcalf & Kie., Eiser se Prokureurs, Frerestraat 80, Cradock.

Saak 707/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CRADOCK GEHOU TE CRADOCK

In die saak tussen **Saambou Bank Beperk**, Skuldeiser, en **Z. M. Haggard**, Eerste Verweerder, en **F. C. Haggard**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Cradock, gedateer 15 Julie 1994, en 'n eksekusie beslaglegging, sal die ondergemelde eiendom op Dinsdag, 11 Oktober 1994 om 10:00, voor die Landdroskantoor te Cradock, aan die hoogste bieder vir kontant verkoop word:

Erf 1628, Cradock, geleë te Spriggstraat 123, Cradock.

Dit word gerapporteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborg word in die verband gegee nie.

Verkoopvoorwaardes:

Die koopsom is betaalbaar by wyse van 'n kontantdeposito van 10% (tien persent) daarvan en die balans teen registrasie van transport.

Die volle verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag by die Balju se huis te Victoriastraat 28, Cradock, of die kantore van Metcalf & Kie., Frerestraat 80, Cradock, geïnspekteer word.

Gedateer te Cradock op die 12de dag van September 1994.

Metcalf & Kie., Eiser se Prokureurs, Frerestraat 80, Cradock.

Saak 751/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CRADOCK GEHOU TE CRADOCK

In die saak tussen **Kleinsake Ontwikkelingskorporasie**, Skuldeiser, en **T. K. Ntiale**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Cradock, gedateer 23 Augustus 1993, en 'n eksekusie beslaglegging, sal die ondergemelde eiendom op Dinsdag, 11 Oktober 1994 om 10:00, voor die Landdroskantoor te Cradock, aan die hoogste bieder vir kontant verkoop word:

Die huurpag ten opsigte van Erf 1374, Lingelihle, Cradock, geleë te Mongostraat 22, Lingelihle, Cradock.

Dit word gerapporteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborg word in die verband gegee nie.

Verkoopvoorwaardes:

Die koopsom is betaalbaar by wyse van 'n kontantdeposito van 10% (tien persent) daarvan en die balans teen registrasie van transport.

Die volle verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag by die Balju se huis te Victoriastraat 28, Cradock, of die kantore van Metcalf & Kie., Frerestraat 80, Cradock, geïnspekteer word.

Gedateer te Cradock op die 9de dag van September 1994.

Metcalf & Kie., Eiser se Prokureurs, Frerestraat 80, Cradock.

Case 4238/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedperm Limited**, Judgment Creditor, and **Hilton David Kansley**, Judgment Debtor

In pursuance of a judgment granted on 11 November 1991, in the Wynberg Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 11 October 1994 at 11:00, on site to the highest bidder:

Description: Erf 14580, Mitchells Plain, in extent 405 (four hundred and five) square metres, postal address 78 Dennegeur Avenue, Strandfontein.

Held by the Defendant in his name under Deed of Transfer T48209/88.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mr B. J. Koen, 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Dated at Mitchells Plain on this the 12th day of September 1994.

Papier, Charles & Associates, Plaintiff's Attorneys, Suite 12, Allegro Lane, Town Centre, Mitchell's Plain, P.O. Box 287, Mitchells Plain. (Tel. 32-2161/2/3.)

Case 1578/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Mohammed Y. Allie**, Plaintiff, and **E. C. Aploon**, and **G. Aploon**, Defendants

1. On Thursday, 18 October 1994 at 11:30, at 29 Hockenheim Drive, Silversands, Kuilsriver, the undermentioned property will be sold in execution of a judgment obtained in the above matter on 18 May 1993.

Erf 578, Blue Downs in the local area of Kuilsriver, Stellenbosch Division, in extent 281 (two hundred and eighty-one) square metres.

2. The improvements to the property consist of the following: Single dwelling built with brick walls under tiled roof, consisting of lounge, kitchen, three bedrooms, toilet, bathroom and dining-room.

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 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 with a minimum of R50.

4. The conditions of sale may be inspected at the office of T. C. Botha, Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on the 7th day of September 1994.

Simon Abel & Son, Attorneys for Plaintiff, Sam Newman House, 67 Long Street, Cape Town. (Ref. Coll/rj/13524.)

Case 23/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WODEHOUSE HELD AT DORDRECHT

In the matter between **ABSA Bank**, Plaintiff, and **John William Clark**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 1 September 1993, the following property will be sold on 30 September 1994 at 11:00, at 23 Grey Street, Dordrecht, to the highest bidder:

1. Erf 320, Dordrecht, in the Municipality of Dordrecht and Division of Wodehouse, measuring 1 161 (one thousand one hundred and sixty-one) square metres.

2. Erf 313, Dordrecht, in the Municipality of Dordrecht and Division of Wodehouse, measuring 43 (forty-three) square metres.

3. Erf 318, Dordrecht, in the Municipality of Dordrecht and Division of Wodehouse, measuring 43 (forty-three) square metres, held under Deed of Transfer T4858/1980 (known as 23 Grey Street, Dordrecht).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the Auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Dilapidated ruins.

Dated at Queenstown on this 23rd day of August 1994.

De Waal-Baxter, Plaintiff's Attorneys, 29 Ebdon Street; P.O. Box 1022, Queenstown. (Ref. Mrs M. Baxter.)

Saak 23/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WODEHOUSE GEHOU TE DORDRECHT

In die saak tussen **ABSA Bank**, Eiser, en **John William Clark**, Verweerder

Ter uitvoering van 'n vonnis van hierdie Agbare Hof en 'n lasbrief vir eksekusie gedateer 1 September 1993, sal die volgende eiendom op 15 Februarie 1994 om 11:00, Greystraat 23, Dordrecht, aan die hoogste bieder in eksekusie verkoop word:

1. Erf 320, Dordrecht, in die munisipaliteit Dordrecht en afdeling Wodehouse, groot 1 161 (een duisend een honderd en een-en-sestig) vierkante meter.

2. Erf 313, Dordrecht, in die munisipaliteit Dordrecht en afdeling Wodehouse, groot 43 (drie-en-veertig) vierkante meter.

3. Erf 318, Dordrecht, in die munisipaliteit Dordrecht en afdeling Wodehouse, groot 43 (drie-en-veertig) vierkante meter, gehou kragtens Transportakte T4858/1980 (bekend as Greystraat 23, Dordrecht).

Verkoopvoorwaardes:

1. Die koper sal 10% (tien persent) van die koopprijs op die dag van verkoping betaal en die balans, tesame met rente verseker deur 'n bevredigende bank- of bouverenigingwaarborg gelewer aan Eiser se prokureurs binne 14 (veertien) dae na datum van die veiling.

2. Die eiendom word voetstoots verkoop onderhewig aan die bepalings van die Landdroshofwet en reëls en ook onderhewig aan die bepalings van die titelakte.

3. Die volledige verkoopvoorwaardes sal vir inspeksie ter insae lê by die kantore van Eiser se prokureurs, welke voorwaardes onmiddellik voor die veiling deur die afslaer voorgelees sal word.

4. Die volgende inligting word verstrek, maar nie gewaarborg nie: Bouvallige murasie.

Gedateer te Queenstown hierdie 23ste dag van Augustus 1994.

De Waal-Baxter, Eiser se Prokureurs, Ebdensstraat 29; Posbus 1022, Queenstown. (Verw. M. Baxter.)

NATAL

Case 416/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **S. J. Tshezi**, Defendant

In pursuance of a judgment granted on 22 June 1994, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 October 1994 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown (behind the Masonic Lodge):

Description: Unit 1100, in the Township of Mpumalanga H, District County of Pietermaritzburg, in extent of 337 square metres, represented and described on General Plan PB 25/1979, physical address: Unit H 1100, Mpumalanga.

Improvements: Single storey, brick dwelling under tile, three bedrooms, bathroom, kitchen and lounge.

(The nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff, shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff Camperdown, or at the offices of Dickinson & Theunissen. Dated at Pinetown on this the 6th day of September 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 14001/93

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Bongani Chrysostomus Mbatha**, Defendant

In pursuance of a judgment granted on 25 January 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 October 1994 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit B211, in extent 644 square metres, situated in the Township of kwaDabeka, represented and described on General Plan PB56/1980, held by virtue of Deed of Grant 00002236, physical address Ownership Unit B211, kwaDabeka.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey maxi brick/plaster and asbestos dwelling (65,44 m²) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority. *Improvements:* Awning.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 5th day of September 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21525/35.)

Case 3892/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Thirokinath Besasar**, First Defendant, and **Vidiyawathi Besasar**, Second Defendant

In pursuance of a judgment granted on 16 June 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 October 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 7607, Verulam (Extension 52), situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent (397) three hundred and ninety-seven square metres, street address 1 Leicester Street, Verulam.

Improvements: Brick under tile, water and lights, three bedrooms, dining-room, lounge, kitchen, toilet, bath and light facilities. (The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, Verulam.

Dated at Durban this 1st day of September 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z25339/JR.)

Case 3053/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ntombifuthi Vinah Shabalala**, Defendant

In pursuance of judgment granted on 10 May 1993, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 October 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 335, in extent 311 square metres, situated in the Township of Ohlange, represented and described on General Plan S.G.2271/1987, held by virtue of Deed of Grant 00011374.

Physical address: Ownership Unit 335, Ohlange.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (44 m²) comprising of kitchen, lounge, two bedrooms, bathroom and w.c.'s. Municipal water supply-storage tank: Local Authority and sanitation-septic tank.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 2nd day of September 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z12703/26.)

Case 5818/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06) (trading as Allied Bank), Plaintiff, and **Moorgas Moodley**, First Defendant, and **Devanai Moodley**, Second Defendant

In pursuance of a judgment granted on 27 July 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 October 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam.

Description: Lot 346, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 240 (two hundred and forty) square metres.

Street address: 4 Anglewood Close, Woodview, Phoenix.

Improvements: Block under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom. 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 aspects.

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. The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

3. The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

4. Transfer shall be effected by the attorneys of the plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area (1), 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 2nd day of September 1994.

A. J. McNabb, for Strauss Daly Inc, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z266793/JR.)

Case 4864/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06) (trading as Allied Bank), Plaintiff, and **Victor Linda Ntshangase**, First Defendant, and **Khosi Maria Ntshangase**, Second Defendant

In pursuance of a judgment granted on 25 July 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 October 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam.

Description: Site A52 kwaMashu, situated in the Township of kwaMashu, in the District of Ntuzuma, in extent 238 (two hundred and thirty-eight) square metres, as shown on General Plan PB33/89 and held by Deed of Grant G002579/89, signed at Ulundi on 19 June 1989.

Street address: A52 kwaMashu, P.O. kwaMashu.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge, dining-room, kitchen and toilet with bathroom. 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.

Spécial privilèges: 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. The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

3. The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

4. Transfer shall be effected by the attorneys of the plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area (1), 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 2nd day of September 1994.

A. J. McNabb, for Strauss Daly Inc, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z25856/JR.)

Case 629/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nokuthula Gloria Khumalo**, Defendant

In pursuance of judgment granted on 3 March 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 October 1994 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A6639, in extent 200 square metres, situated in the Township of KwaNdengezi, represented and described on General Plan PB 390/1991, held by virtue of Deed of Grant G000304/92.

Physical address: Ownership Unit A6639, KwaNdengezi.

The property consists of vacant land.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 5th day of September 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22424/35.)

Case 554/94

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

In the matter between **KwaZulu Finance & Investments Corp. Ltd**, Plaintiff, and **Mbuyisane Felix Mwandla**, Defendant

In pursuance of a judgment granted on 7 July 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 October 1994 at 10:00, to be held at Office 2, Arthurs Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B2023, situated in the Township of Sundumbili, District of Inkanyezi, in extent 337 (three hundred and thirty-seven) square metres.

(b) *Street address:* Unit B2023, Sundumbili.

(c) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of lounge, four bedrooms, kitchen and two bathrooms. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office No. 2, Arthurs Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of September 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/848/94 (05/k603/848).]

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Blossom Khanyile**, Defendant

In pursuance of a judgment granted on 11 April 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1578, situated in the Township of Sundumbili, District of Inkanyezi, in extent 311 (three hundred and eleven) square metres.

(b) *Street address*: Unit B1578, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, kitchen, bedroom and shower. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of September 1994. Dtd at Empangeni this 5th day of September 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/700/94 (05/K603/700).]

Case 553/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Moses Lindinkosi Mthembu**, Defendant

In pursuance of a judgment granted on 7 July 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 October 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1566, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Street address*: Unit B1566, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, kitchen, bedroom and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of September 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/846/94 (05/K603/846).]

Case 10/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Dudu Annamaria Kubeka**, Defendant

In pursuance of a judgment of the Court of the Magistrate of eZakheni and a writ of execution dated 29 March 1994, the undermentioned property will be sold in execution on 11 October 1994 at 15:00, at the Magistrate's Court, eZakheni, namely:

A certain Unit E2705, eZakheni Township, District of Emnambithi.

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 5 Poort Road, Ladysmith.

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 29th 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; c/o KwaZulu Finance and Investment Corp., 31 Blou Street, eZakheni Industrial Estate, P.O. Box 780, Ladysmith.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited, No. 87/01384/06**, Plaintiff, and **Willem Jacobus Tolmay**, First Defendant, and **Barbara Tolmay**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 20 July 1994, the immovable property described as:

Section 4, as shown and more fully described on Sectional Plan SS389/93 in the scheme known as Aqua Breeze, in respect of the land and building or buildings situated in Uvongo, Borough of Uvongo for which the floor area, according to the said sectional plan is 66 square metres, and situated in Stafford Avenue, Uvongo; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said sectional plan, held under Certificate or Registered Sectional Title ST15461/93; and Exclusive Use Area GG5 (garage) in extent 16 square metres, held under Cession of Exclusive Use Area SK3004/1993S, will be sold in execution on Friday, 14 October 1994 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 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 voetstoos.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by flat, consisting of two bedrooms, bathroom, open plan lounge and kitchen and small balcony.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N243/01N209586.)

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 **Yagambaram Reddy**, First Defendant, an **Saradhambal Reddy**, Second Defendant

In pursuance of judgment granted on 22 June 1994, in the Court of the Magistrate, Verulam, and under 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 of the Magistrate's Court Building, Moss Street, Verulam:

Description: Subdivision 5534, Verulam (Extension 46), situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 390 (three hundred and ninety) square metres.

Street address: 18 Parklane, Verulam.

Improvements: Brick under tile dwelling, comprising three bedrooms, ensuite, kitchen, open-plan lounge and dining-room, toilet and bath, with water and lights.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoos).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall, in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2. The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim], until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda Area (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 30th day of August 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z25857/JR.)

Case 1194/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Bhekiziwe James Njapha**, First Defendant, and **Monusa Gloria Njapha**, Second Defendant

In pursuance of judgment granted on 10 March 1994, in the Magistrate's Court for the District of Umlazi, held at Umlazi, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Wednesday, 5 October 1994 at 10:00, in front of the main south entrance to the Umlazi Magistrate's Court, under the National and KwaZulu Flag, to the highest bidder:

Description: Site W138, Umlazi, situated in the Township of Umlazi, District of Umlazi, in extent one hundred and ninety-eight (198) square metres (known as W138 Umlazi Township, Natal), held under Deed of Grant G00741/88.

Postal address: Being Unit W138, Umlazi Township, Natal.

Improvements: Single storey brick under tile dwelling, comprising of dining-room, kitchen, three bedrooms, bathroom and toilet. There are no outbuildings.

Zoning: Special Residential.

Nothing in this regard is guaranteed.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by bank-guaranteed cheque at the time of the sale and the balance, against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Court Messenger within 14 (fourteen) days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 16% (sixteen per cent) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

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 Magistrate's Court, Umlazi.

Dated at Durban this 16th day of August 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6712/mvr.)

Case 1558/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Amosse Johane Langa**, Defendant

In pursuance of judgment granted on 17 January 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description:* Ownership Unit B1472, situated in the Township of Sundumbili, District of Inkanyezi, in extent 379 (three hundred and seventy-nine) square metres.

(b) *Street address*: Ownership Unit B1472, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling, comprising of bedroom, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of September 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/565/93 (05/K603/565).]

Case 9744/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Rungasamy Naidoo**, First Plaintiff, and **Pushpavathi Naidoo**, Second Plaintiff, and **Errol Thomas Hughes**, Defendant

In terms of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 8 February 1994 and in pursuance of a writ of execution dated 13 April 1994 issued in the above-mentioned case, a sale by public auction without reserve will be held on the steps of the Supreme Court, Durban, on 7 October 1994 at 10:00, of the following property of the Defendant according to conditions which will be read out by the Sheriff, Durban South, at the time of the sale:

Description: Subdivision 3 of Lot 528, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 968 (nine hundred and sixty-eight) square metres.

Zoning: Residential.

Physical address: 867 Marine Drive, Wentworth, Durban.

Improvements (nothing guaranteed): None - Vacant land.

Terms: 10% (ten per cent) of the purchase price in cash and the auctioneer's charges immediately after the sale, the balance of the purchase price against transfer to be secured by an approved bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

The property is sold as it stands, that is voetstoots and subject to all the conditions in the title deeds.

The full conditions of sale are open for inspection at the office of the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 5th day of September 1994.

G. Naidoo Noor Mahomed & Dorasamy, Plaintiff's Attorneys, First Floor, 108 Prince Edward Street, Durban, 4001. (Ref. R. M. Dorasamy/2588/SN.)

Case 752/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **M. P. I. Xulu**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 5 March 1993, and a warrant of execution, the under-mentioned property will be sold in execution on Tuesday, 4 October 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit B2020, eZakheni, situated 00 Unit B2020, eZakheni, situated in the District of Emnambithi County of Klip River, in extent 560 (five hundred and sixty) square metres as shown on General Plan BA 207/1970.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Three bedrooms, two bathrooms, two toilets, kitchen, lounge and dining-room combined and garage.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 4 October 1994 at 15:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith this 2nd day of September 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0237.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **E. Sebaka**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 1 February 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 4 October 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2514, eZakheni, in extent 450 square metres, situated in the District of Ennambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G001631/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 450 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 4 October 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserve for ownership of the black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 2nd day of September 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF396.)

Case 89/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. J. Sithole**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 30 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 4 October 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2518, eZakheni, in extent 450 square metres, situated in the District of Ennambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G004046/89.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 450 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 4 October 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 2nd day of September 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF568.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **C. Z. Kubheka**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 8 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 4 October 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2951, eZakheni, in extent 463 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G000716/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 463 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 4 October 1994 at 15:00, at the Magistrate's Court, Ezakheni.
 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
 3. The property is within a black area and is accordingly reserved for ownership of the black group.
 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
 5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 2nd day of September 1994.
- Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF490.)

Case 3131/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bhekekhaya Daniel Dlamini**, Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcastle, dated 4 August 1994, the following immovable property will be sold in execution on 5 October 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Lot 6943, Newcastle (Extension 34) situated in the Borough of Newcastle Administrative District of Natal, measuring one thousand (1 000) square metres, street address 10 Frikkie Meyer Avenue, Newcastle.

Improvements: Single storey brick house under concrete tiled roof consisting of three bedrooms, kitchen, lounge, dining-room, bathroom and garage.

None of the above improvements nor vacant possession is guaranteed.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court Newcastle within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Newcastle this 30th day of August 1994.

S. W. Saville, for Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street; P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 53021.]

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Michael John Flinn**, Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcastle, dated 4 August 1994, the following immovable property will be sold in execution on 5 October 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Lot 10162, Newcastle (Extension 43) situated in the Borough of Newcastle, Administrative District of Natal, measuring two thousand and seven (2 007) square metres, street address 57 Nagtegal Street, Newcastle.

Improvements: Single storey brick house under asbestos roof consisting of two bedrooms, kitchen, lounge and one and a half bathrooms.

None of the above improvements nor vacant possession is guaranteed.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court Newcastle within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Newcastle this 30th day of August 1994.

S. W. Saville, for Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street; P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 53021.]

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 **Robert Anthony Mcleod Odell**, 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, 7 October 1994 at 10:00:

Description: Lot 2904, Westville (Extension 29), situated in the Borough of Westville, Administrative District of Natal, in extent one thousand nine hundred and forty-five (1 945) square metres, held under Deed of Transfer T18712/93.

Physical address: 16 Albizia Place, Westville, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising lounge, kitchen, three bedrooms, bathroom and toilet. The outbuildings comprise garage, servant's room and toilet.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 25th day of August 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7562/mvr.)

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Kwazulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Thoko Doris Mshengu**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 Augustus 1994 sal die ondervermeide eiendom op 12 Oktober 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, gereguleerlik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit C4480, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 22ste dag van Augustus 1994.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 20336/94

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 **Hayden Investments (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 13 May 1994, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 11 October 1994 at 14:00, in front of the Magistrate's Court, Somsteu Road, Durban:

Description: Subdivision 17 of Lot 328, Zeekoe Valley, situated in the City of Durban, Administrative District of Natal, in extent 1 428 (one thousand four hundred and twenty-eight) square metres.

Postal address: 29 Barvale Drive, Bakerville Gardens, Sea Cow Lake, Durban.

Improvements: Dwelling consisting of brick and tile, kitchen, bathroom, toilet, wash-basin, lounge, dining-room, three bedrooms, small verandah, toilet and carport. *Granny flat:* Bedroom, lounge, kitchen, bathroom, toilet and verandah.

Vacant possession is not guaranteed. Nothing in this 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 centum) 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, 15 Milne Street, Durban.

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

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

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case 3256/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Kwazulu Finance & Investment Corporation Limited**, Plaintiff, and **Elijah Jalo Dindikazi**, 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 7 October 1994 at 10:00, in front of the Magistrate's Court, Port Shepstone, Natal, to the highest bidder for cash, without reserve.

Ownership Unit No. 1214, Unit A, in the Township of Gamalakhe, District of Izingolweni, Natal, in extent of 477 (four hundred and seventy-seven) square metres, represented and described on Deed of Grant G2368/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1214, Unit A, in the Township of Gamalakhe, District of Izingolweni, Natal.
2. The property has been improved by the construction thereon of a brick and corrugated.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

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

Austen Smith, Plaintiff's Attorney, Warmesley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. GRA/jh/50/K0138/C3.)

Case 29903/93

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

In the matter between **Patel's Petroleum Distributors CC**, trading as Sims B P Centre, Execution Creditor, and **Genuine Investments (Pty) Ltd**, Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 21 February 1994, and a warrant of execution issued thereon on 14 June 1994, the following immovable properties will be sold in execution on Friday, 14 October 1994 at noon, at the steps of the Magistrate's Court, Ixopo, to the highest bidder:

1. Subdivision 16 of the farm Esperanza No. 1938, situated in the Administrative District of Natal, in extent 1 292 (one thousand two hundred and ninety-two) square metres; and

2. Subdivision 31 of the farm Esperanza No. 1938, situated in the Administrative District of Natal, in extent 3 636 (three thousand six hundred and thirty-six) square metres.

The following information is furnished regarding the properties but is not guaranteed:

1. Subdivision 16 of the farm Esperanza [approx. 1 292 (one thousand two hundred and ninety-two) square metres]

(a) A plastered block constructed house with corrugated iron roofing consisting of four bedrooms, two toilets, one and a half bathroom, lounge with built-in wall unit, dining-room, kitchen with built-in cupboards, two other bedrooms with built-in cupboards, two servant's quarters, double carports with corrugated iron roofing and upright poles and four sheds; and

(b) a main block building being business premises under plaster with corrugated iron roofing with an area of approx. 169 (one hundred and sixty-nine) square metres and concrete wall surrounding the property, and

2. Subdivision 31 of the farm Esperanza [approx. 3 636 (three thousand six hundred and thirty-six) square metres]

A plastered brick and block constructed hall with corrugated iron roofing comprising large warehouse with an area of approx. 150 (one hundred and fifty) square metres.

The properties are situated on the Main Road, Highflats, Natal.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. The full conditions of sale may be inspected at the offices of the Sheriff for the District of Richmond, Cramond Farm, Richmond, Natal, and interested parties are requested to contact the Execution Creditor who may be prepared to arrange loan facilities with a financial institution, to an approved purchaser.

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

Afzal Akoo & Partners, Attorneys for Execution Creditor, Suite 7, AEL Centre, 15 Thomas Street, Pietermaritzburg. (Ref. A. Akoo/YC/S102.)

Case 25234/93

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

In the matter between **Afzal Akoo & Partners**, Execution Creditor, and **Genuine Investments (Pty) Ltd**, Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 4 November 1993 and a warrant of execution issued thereon on 23 March 1994, the following immovable properties will be sold in execution at noon on Friday, 14 October 1994, at the steps of the Magistrate's Court, Ixopo, to the highest bidder:

1. Subdivision 16 of the farm Esperanza 1938, situated in the Administrative District of Natal, in extent 1 292 (one thousand two hundred and ninety-two) square metres; and

2. Subdivision 31 of the farm Esperanza 1938, situated in the Administrative District of Natal, in extent 3 636 (three thousand six hundred and thirty-six) square metres.

The following information is furnished regarding the properties but is not guaranteed.

1. Subdivision 16 of the farm Esperanza (approx. 1 292 square metres).

(a) A plastered block constructed house with corrugated iron roofing consisting of four bedrooms, two toilets, one and a half bathrooms, lounge with built-in wall unit, dining-room, kitchen with built-in cupboards, two other bedrooms with built-in cupboards, two servants' quarters, double carports with corrugated iron roofing and upright poles and four sheds; and

(b) a main block building being business premises under plaster with corrugated iron roofing with an area of approx 169 square metres and concrete wall surrounded the property, and

2. Subdivision 31 of the farm Esperanza (approximately 3 636 square metres).

A plastered brick and block constructed hall with corrugated iron roofing comprising one large warehouse with an area of approximately 150 square metres.

The properties are situated on the Main Road, Highflats, Natal.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. The full conditions of sale may be inspected at the offices of the Sheriff for the District of Richmond, Cramond Farm, Richmond, Natal and interested parties are requested to contact the Execution Creditor who may be prepared to arrange loan facilities with a financial institution to an approved purchaser.

Dated at Pietermaritzburg this 1st day of September 1994.

Afzal Akoo & Partners, Attorneys for Execution Creditor, Suite 7, Ael Centre, 15 Thomas Street, Pietermaritzburg. (Ref. A. Akoo/YC/G25.)

Case 1144/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Farren Bhika**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Wednesday, 6 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 Howick at 12 Campbell Road, Howick, Natal, on Friday, 7 October 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 12 Campbell Road, Howick, Natal, namely:

Subdivision 6 of Lot 126, Howick West, situated in the Borough of Howick, Administrative District of Natal, in extent 1 254 (one thousand two hundred and fifty-four) square metres, which property is physically situated at 6 Riverview Road, Howick, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T14680/1993.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house, brick under tile, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and a separate toilet. There is an outbuilding consisting of a lounge, kitchen, two bedrooms, shower and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 26th day of August 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1591/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thandokwakhe Caimon Jali**, First Defendant, and **Ntombi Gertrude Jali**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 5 July 1994 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Greytown, on 7 October 1994 at 11:00, on the steps of the Magistrate's Court, Bell Street, Greytown, Natal, to the highest bidder:

Lot 1102, Enhlalakahle, situated in the Administrative District of Natal, in extent 319 (three hundred and nineteen) square metres, held under Certificate of Registered Grant of Leasehold TL1160/90.

The property is situated at 376 Khomba Road, Enhlalakahle, Greytown, Natal and is improved by a dwelling-house constructed of concrete under iron roof, consisting of lounge, dining-room, study, three bedrooms, bathroom and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 16,50% (sixteen comma five per centum) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 119 Voortrekker Street, Greytown, Natal.

Dated at Pietermaritzburg this 23rd day of August 1994.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G414.).

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vivian Radebe**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 13 July 1994, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Estcourt, on 14 October 1994 at 10:00, in front of the Magistrate's Court, Albert Street, Estcourt, Natal, to the highest bidder:

Ownership Unit B486, in the Township of Wembezi, District of Okhahlamba, in extent three hundred (300) square metres.

The property is situated at B486 Wembezi, Okhahlamba, Estcourt, Natal, and is improved by a dwelling-house constructed of brick under tiled roof, consisting of lounge, three bedrooms, bathroom and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 142 Connor Street, Estcourt, Natal.

Dated at Pietermaritzburg this 30th day of August 1994.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G413.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Russell Laird Henwood**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11 August 1994, the following immovable property will be sold in execution on Friday, 21 October 1994 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 22 of Lot 1916, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, measuring 3 659 (three thousand six hundred and fifty-nine) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 28 Dales Avenue, Wembley, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house with an attic area under brick and tile with fitted carpets, tiles, strip timber-ceramic comprising three bedrooms, two bathrooms, shower and two w.c.'s, lounge, dining-room, kitchen and pantry and the attic area comprises three bedrooms, bath and w.c. and nursery and the property further consists of a separate flat comprising three bedrooms, lounge, dining-room, kitchen, bath and w.c. The flat is a prefab but very well built and in excellent condition. The outbuildings comprise garage, two carports, two servants' quarters and two w.c.'s. The property has an asphalt driveway with electric gates, open patio and walls, a pool with surrounding railing and the property is fully fenced with walls, steps and paving.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 7th day of September 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Sibongile Gladness Gabuza**, Defendant

In pursuance of a judgment granted on 16 June 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description:* Ownership Unit B2288, situated in the Township of Sundumbili, District of Inkanyezi, in extent 312 (three hundred and twelve) square metres.

1. (b) *Street address:* Unit B2288, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, bedroom, kitchen and shower. The property is on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned Residential.
2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 31st day of August 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/783/94 (05/K603/783).]

Case 450/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Clement Johannes Shange**, Defendant

In pursuance of a judgment granted on 14 June 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1600, situated in the Township of Sundumbili, District of Inkanyezi, in extent 348 (three hundred and forty-eight) square metres.

1. (b) *Street address*: Unit B1600, Sundumbili Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, kitchen, bedroom and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 31st day of August 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/972/94 (05/K603/972).]

Case 351/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Nhlanhla Bigboy Mabaso**, Defendant

In pursuance of a judgment granted on 16 May 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1487, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

1. (b) *Street address*: Ownership Unit B1487, Sundumbili Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, bedroom, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 31st day of August 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/755/94 (05/K603/755).]

Case 680/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MAHLABATINI HELD AT MAHLABATINI**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **July Hamilton Dlamini**, Defendant

In pursuance of a judgment granted on 15 April 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 October 1994 at 10:00, to be held at Magistrate's Office, Reinhold Street, Melmoth.

1. (a) *Deeds office description*: Ownership Unit D548, situated in the Township of Ulundi, District of Mahlabatini, in extent 665 (six hundred and sixty-five) square metres.

1. (b) *Street address*: Unit D548, Ulundi Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under concrete tiled roof dwelling comprising of lounge, dining-room, kitchen, three bedrooms, two bathrooms and garage. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 31st day of August 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/571/93 (05/K599/571).]

Case 182/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Thomas Ntokozo Mgenge**, Defendant

In pursuance of judgment granted on 9 May 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder, on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B2209, situated in the Township of Sundumbili, District of Inkanyezi, in extent 320 (three hundred and twenty) square metres.

(b) *Street address*: Unit B2209, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling, comprising of lounge, kitchen, two bedrooms and shower. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of September 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/705/94 (05/K603/705).]

Case 907/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Sibusiso Selby Mthembu**, Defendant

In pursuance of judgment granted on 3 December 1992, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder, on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit A-1227, situated in the Township of Sundumbili, District of Inkanyezi, in extent 860,5 (eight hundred and sixty comma five) square metres.

(b) *Street address*: Ownership Unit A-1227, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under tile roof dwelling, comprising of four bedrooms, lounge, dining-room, kitchen, bathroom and toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 2nd day of September 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/108/92 (05/K600/108).]

Case 84/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Bonginkosi Welcome Zungu**, Defendant

In pursuance of judgment granted on 22 February 1993, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder, on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1495, situated in the Township of Sundumbili, District of Inkanyezi, in extent 280 (two hundred and eighty) square metres.

(b) *Street address*: B1495, Sundumbili Township.

(c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling, comprising two bedrooms, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 31st day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/216/93 (05/K603/216).]

Case 1578/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Gideon Andreas Mkhabela**, Defendant

In pursuance of a judgment granted on 16 February 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 October 1994 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B2533, situated in the Township of Sundumbili, District of Inkanyezi, in extent 387 (three hundred and eighty-seven) square metres.

1. (b) *Street address*: Unit B2533, Sundumbili.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising bedroom, lounge and bathroom.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 1st day of September 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/596/93 (05/K603/596).]

Case 355/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Mzwenzani Clement Sibiya**, Defendant

In pursuance of a judgment granted on 17 June 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 October 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J1328, situated in the Township of Esikhawini, District of Ongoye, in extent 450 (four hundred and fifty) square metres.

1. (b) *Street address*: Unit J1328, Esikhawini Township.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 31st day of August 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/815/94 (05/K600/815).]

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Sibusiso Abner Dube**, Defendant

In pursuance of a judgment granted on 16 June 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 October 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H333, situated in the Township of Esikhawini, District of Ongoye, in extent 169 (one hundred and sixty-nine) square metres.

1. (b) *Street address*: Unit H333, Esikhawini Township.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising lounge, kitchen, three bedrooms and bathroom. The property is on main sewerage.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 1st day of September 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/785/94 (05/K600/785).]

Case 836/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Musa Carolic Mkhize**, Defendant

In pursuance of a judgment granted on 1 November 1993, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 October 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H2533, situated in the Township of Esikhawini, District Ongoye, in extent 600 (six hundred) square metres.

(b) *Street address*: H2533 Esikhawini.

(c) *Property description (not warranted to be correct)*: Single storey block under tiled roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 1st day of September 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/533/93 (05K00/533).]

Case 1802/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited** (No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Rajagopal Naidu**, First Defendant, and **Kamlavathie Naidu**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 20 July 1994, the immovable property described as:

Lot 1174, Marburg Extension 13, situated in the Marburg Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 648 square metres, held under Deed of Transfer T12054/87, and situated in Second Road, Marburg Extension 13, will be sold in execution on Friday, 14 October 1994 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 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 tenance (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 lounge, dining-room, kitchen, two bedrooms, main on suite (incomplete), toilet, basin and bath, extensions consisting of bedroom, kitchen, shower, basin and toilet, lounge.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N248/01N209591.)

Case 11843/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Puleng Moshe**, Defendant

In pursuance of judgment granted on 29 December 1992 in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 October 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A2831, in extent 313 square metres, situated in the Township of Inanda, represented and described on General Plan PB607/1986, held by virtue of Deed of Grant 5506.

Physical address: Ownership Unit A2831, Inanda.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (68,22 m²) comprising of kitchen, dining-room, lounge, 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 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 1st day of September 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z75066/26.)

Case 1595/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Crispin Blanched Mbuso Molutsoane**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Umlazi, and writ of execution dated 27 January 1994, the property listed hereunder will be sold in execution on 12 October 1994 at 11:30, at the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flagpost), to the highest bidder:

Ownership Unit Z2173, situated in the Township of Umlazi, in the District of Umlazi, in extent four hundred and fifty (450) square metres.

Postal address: Z2173 Umlazi Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A double storey concrete block and tile dwelling consisting of lounge, kitchen, three bedrooms, two bathrooms, two w.c.'s, entrance porch, hallway, back porch, staircase and passage.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Umlazi. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 5th day of September 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/183.)

Case 1072/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **First National Bank Limited**, Plaintiff, and **Marius Hendrik Willem van der Bergh Joubert**, First Defendant, and **Cornelia Anna Maria Joubert**, Second Defendant

In pursuance of a judgment granted on 20 May 1994 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 11 October 1994 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 757, Richards Bay Extension 7, situated in the Borough of Richards Bay, in extent 1 002 (one thousand and two) square metres.

(b) *Street address:* 38 Bauhinia Bend Arboretum, Richards Bay.

(c) *Property description* (not warranted to be correct): Single storey brick and tile dwelling consisting of lounge/dining-room, kitchen, toilet with handbasin, bedroom with toilet and shower en suite, three bedrooms with built-in-cupboards, single garage, servant's room with toilet and shower. Property fenced on three sides.

(d) *Zoning/special privileges or exemptions:* Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 23rd day of August 1994.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Pascau/11/F0006/94.)

Case 2607/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nuno Pereira Mendes de Oliveira**, Plaintiff, and **Pierre Philipee Chauvet**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 8 June 1992 and execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 October 1994 at 10:00, at the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder, subject to the reserve price referred to below:

Property description: Subdivision 1 of Lot 1602, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 698 (six hundred and ninety-eight) square metres.

Improvements: Single storey building with an open yard, three offices with air-conditioning, three phase electricity and water, four toilets, three showers, restroom, fully fenced in with an entry gate.

Street address: 234 Bluff Road, Jacobs.

Town-planning zoning: General business.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. Ten per cent (10%) of the purchase price in cash on the day of sale, together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys, to be furnished within fourteen (14) days after the sale.

4. The purchaser's attention is directed to the act that the sale shall be subject to a reserve price stipulated by Syfrets Bank Limited of R379 563,93.

5. The current year's rates outstanding as at 31 October 1994 is in the amount to R2 203,78.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs including arrear and current rates, sewerage connection fees, if any, taxes and all other charges necessary to effect transfer on request of the said attorneys.

7. The full conditions of sale may be inspected at the offices of the Deputy Sheriff, 101 Lejaton, 40 St George's Street, Durban.

8. Prospective purchasers are advised to inspect the property prior to the date of sale.

Dated at Durban on the 8th day of September 1994.

Pampallis & Randles, Plaintiff's Attorneys, Third Floor, Doone House, 379 Smith Street, Durban. [Tel. (031) 301-5331.] (Ref. Mr Randles/clr/03/D021/001.)

Case 4537/94

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 **Chokalingham Kanniappen Odayar**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and writ of execution dated 17 June 1994, the property listed hereunder will be sold in execution on 14 October 1994 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Lot 852, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent four hundred and eighty-seven (487) square metres.

Postal address: 45 Paddyfield Place, Newlands West, Durban.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom, w.c. and passage.

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

Dated at Pinetown this 8th day of September 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/297.)

Case 985/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited**, Plaintiff, and **Rinahoff CC**, First Defendant, and **T. S. Hatherall**, Second Defendant

In pursuance of a judgment on 30 April 1993, in the Port Shepstone Magistrate's Court, and under warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 October 1994 at 10:00, at the front of the Magistrate's Court, Port Shepstone:

Description: Lot 1709, Uvongo Extension 3, situated in the borough of Uvongo, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres, held by Rinahof CC (CK92/09578/23), under Deed of Transfer T6209/1987.

The property is improved in that it has constructed thereon: Dwelling under brick and slate roof consisting of main on suite, kitchen, dining-room, carport, two bedrooms, lounge and bathroom.

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 Sheriff's commission in cash on the day of the sale and the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the date of sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum on the balance of the purchase price to the Plaintiff from the date of sale to date of transfer in accordance with the plan for distribution.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, costs of cancellation of the existing bond, transfer duty costs current and any arrear rates, taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 17 Riverview Road, Sunwichport. [Tel. (0391) 8-3303.]

Dated at Port Shepstone on the 5th day of September 1993.

Grobler & Seethal, Attorneys for Plaintiff, The Chambers, 68 Escombe Street, P.O. Box 73, Port Shepstone. [Tel. (0391) 2-2403.] (Ref. Mrs Trent/08N101001.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. A. Mkhize**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 8 June 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 11 October 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2669, Ezakheni, in extent 488 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G002859/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 488 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River, on 11 October 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 9th day of September 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF122.)

Case 41/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **A. M. Buthelezi**, Defendant

In pursuance of a judgment granted in the above in the Honourable Court on 13 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 11 October 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit D 115, eZakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G001850/196.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room and dining-room combined, bathroom, toilet and washbasin, in extent 300 square metres.

Material conditions:

The sale of the property shall be subject the the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 11 October 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 9th day of September 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF507.)

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

In the matter between **Nedcor Bank Limited (Reg. No. 51/00009/06)**, formerly Nedperm Bank Limited, Execution Creditor, and **Bhekumuzi Meyiwa**, Execution Debtor

In pursuance of a judgment granted on 16 June 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 14 October 1994 at 10:00, at the main east to the Magistrate's, Umbumbulu, to the highest bidder:

Description: A certain piece of land being: Ownership Unit 992, in the Township of KwaMakhutha, District County of Durban, in extent five hundred and twenty five (525) square metres.

Postal address: Ownership Unit 992, KwaMakhutha.

Improvements: One brick plastered dwelling under tiled roof consisting of three bedrooms; dining-room, lounge, kitchen, bathroom. Has electricity.

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 (fourteen) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from date of the sale to date of transfer, both days inclusive.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions may be inspected at the offices of the Sheriff of the Court, Umbumbulu, or at out offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/002674.)

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

In the matter between **The Body Corporate of Patricia Court**, Execution Creditor, and **Mr A. R. Botha**, Execution Debtor

In pursuance of a judgment granted on 12 November 1993, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Thursday, 6 October 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Somtseu Road, Durban, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Durban South, at the time of the sale:

Description: Section 2, as shown and more fully described on Sectional Plan 162/1984, in the building known as Patricia Court, situated at Durban of which section the floor area according to the sectional plan is 67 square metres.

Improvements: A flat consisting of lounge—wooden floor, kitchen, bathroom consisting of basin, bath partly tiled, bedroom and a patio under roof.

Residential address: Flat 2, Patricia Court, 254 Roland Chapman Drive, Montclair, Durban.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts, and the rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser shall pay 10% (ten per cent) of the purchase price immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of Court, Durban South, within seven (7) days of the date of sale.
4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South.

Dated at Durban on this 7th day of September 1994.

E. R. Browne & Sons, Execution Creditor's Attorneys, 73 Musgrave Road, Durban. (Tel. 202-7122.) (Ref. Mr Youngleson/fk: N54-95.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thanks A Million Trading (Proprietary) Limited**, First Defendant, and **Vinod Natalie**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on 17 December 1993, in above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Durban on the steps of the Supreme Court, Durban, on Friday, 7 October 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff and may be inspected at his office at Somsue Road, Durban, Natal, namely:

Lot 655, Isipingo, situated in the Borough of Isipingo in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent 1 095 (one thousand and ninety-five) square metres.

Which property is physically situated at 37A Outer Circuit Road, Isipingo, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T18487/86.

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 tile consisting of an entrance hall, lounge, dining-room, family room, kitchen, scullery, three bedrooms, two bathrooms and shower and a toilet.

There is an outbuilding consisting of a staffroom, bathroom and two garages.

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 16% (sixteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 9th day of September 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/010763.)

Case 15142/93

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

In the matter between **The Body Corporate of Equerry Gardens**, Execution Creditor, and **A. D. Killian**, Execution Debtor

In pursuance of a judgment granted 29 September 1993 in the Magistrate's Court, Durban, 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, at the front entrance to the Magistrate's Court Building, Somtseu Road, Durban, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Durban South, at the time of the sale:

Description: Section 7 as shown and more fully described on Sectional Plan 26/78, in the building known as Equerry Gardens, situated at Durban of which section the floor area according to the sectional plan is 90 (ninety) square metres.

Improvements: A flat consisting of three bedrooms, bathroom, bath, basin, separate toilet, kitchen, dining-room and lounge.

Residential address: Flat 7, Equerry Gardens, 149 Ronald Road, Montclair, Durban.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court, and the rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser shall pay 10% (ten per cent) of the purchase price immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of Court, Durban South, within 7 (seven) days of the date of sale.
4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited.

The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South.

Dated at Durban on this the 7th day of September 1994.

E. R. Browne & Sons, Execution Creditor's Attorneys, 73 Musgrave Road, Durban. (Tel. 202-7122.) (Ref. Mr Youngleson/fk: N54-96.)

Case 2921/93

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

In the matter between **United Bank**, a division of ABSA Bank Limited No. 86/04794/06, Execution Creditor, and **Brett Craig Thomas**, First Execution Debtor, and **Petronella Janetta Bothma**, Second Execution Debtor

In pursuance of a judgment granted 11 February 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 13 October 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being:

(a) Section 11 as shown and more fully described on Sectional Plan 276/86 in the scheme known as Berrio Park, in respect of the land and building or buildings situated in the Borough of Kingsburgh, of which section the floor, according to the said sectional plan is 63 (sixty-three) 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: 11 Berrio Park, 66 Berrio Avenue, Kingsburgh.

Improvements: Flat comprising two bedrooms, lounge, kitchen, toilet and bathroom and carport.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
 4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South, or at our offices.
- Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/001125.)

Case 3725/94

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 **Nhlanhla Clement Mahlangu**, First Defendant, and **Patricia Octavia Mahlangu**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban on Friday, 7 October 1994 at 10:00:

Description: Section 42, as shown and more fully described on Sectional Plan SS47/93, in the scheme known as Sandringham, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the said sectional plan is 54 (fifty-four) 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 14296/93.

Physical address: 39 Sandringham, 103 Gillespie Street, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A batchelor flat consisting of livingroom, enclosure, bathroom with toilet and kitchen.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 7th day of September 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/SB.643/Mr J. C. Jones.)

Case 1636/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Shane Stephan Howell**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 7 October 1994 at 10:00:

Description: Section 15, as shown and more fully described on Sectional Plan SS32/87, in the scheme known as Westmilne, in respect of the land and building or buildings situated at Durban, in the City of Durban, of which the floor area, according to the said sectional plan is 55 (fifty 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 endorsed on the said sectional plan, held under Deed of Transfer 10161/93.

Physical address: 15 Westmilne, John Milne Street, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A batchelor flat consisting of living-room, bathroom with toilet, recess kitchen and open balcony.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 7th day of September 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/SB.605/Mr J. C. Jones.)

Case 4540/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vishnu Reddy**, First Defendant, and **Pingladevi Reddy**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 26 May 1994, a sale in execution will be held on Friday, 14 October 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown, when the following property will be sold by the Sheriff of the Magistrate's Court to the highest bidder:

Subdivision 1 of Lot 519, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent two thousand and fifty (2 050) square metres, with the postal and street address of 112 Valley View Road, Queensburgh, Escombe.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick and tile roof dwelling, comprising three bedrooms, lounge, kitchen, toilet and bathroom. Property is enclosed with precast fencing and has a bitumen driveway.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 7th day of September 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.7088/94.)

Case 34067/94
PH 132

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Mahendra Rajaya Naidoo**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 8 July 1994, the immovable property listed hereunder will be sold in execution on 13 October 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description:

A unit consisting of:

(a) Section 2 as shown and more fully described on Sectional Plan 145/88 in the scheme known as Dianne's Folly in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area, according to the said Sectional Plan is 84 (eight four) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST10238/93.

The immovable property is situated at Flat 2, Dianne's Folly, 11 Cleveland Place, Glenwood.

Zoning: Special/Residential.

Improvements: Brick and corrugated iron dwelling comprising of entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom with bath, basin and toilet, outbuilding with room, toilet and shower and carport.

NB! Nothing is guaranteed.

Municipal Electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed and premises are occupied at present.

Material conditions of sale:

1. The s3

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorney and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court and amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, telephone number (031) 305-8444 (Ref Miss L. Smit).

Dated at Durban this 6th day of September 1994.

Chapman Dyer Miles & Moorhead, Execution Creditor's Attorney, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N5131/94/N95.)

Case 34066/94
PH 132

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Balakrishna Simin Naidoo**, First Execution Debtor, and **Narainamah Naidoo**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 8 July 1994, the immovable property listed hereunder will be sold in execution on 14 October 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Lot 975, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 345 (three hundred and forty-five) square metres, held under Deed of Transfer T36403/93.

The immovable property is situated at 135 Ringwood Avenue, Phoenix.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising of open plan lounge and dining-room, kitchen, scullery, four bedrooms (one bedroom with built-in cupboards), toilet and bathroom together, toilet with shower and fenced.

NB! Nothing is guaranteed.

Municipal Electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed and premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deeds in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area, 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads Verulam, telephone number (0322) 33-1037 (Ref. T. Rajkumar).

Dated at Durban this 6th day of September 1994.

Chapman Dyer Miles & Moorhead, Execution Creditor's Attorney, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N5132/94/N96.)

Case 144/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Allied Bank** (a division of ABSA Bank Limited, No. 86/04794/06), Execution Creditor, and **Redford Dubazane**, Execution Debtor

In pursuance of judgment granted on 4 February 1991, in the Court of the Magistrate, Inanda, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 October 1994 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land being Site C1401, situate in the Township of kwaMashu, District of Ntuzuma, in extent 256 (two hundred and fifty-six) square metres.

Postal address: C1401, kwaMashu Township, kwaMashu.

Improvements: Brick under asbestos house consisting of two bedrooms, lounge, kitchen and toilet situated outside.

Town-planning: Zoning: Residential. Special privileges: Nil.

The full conditions may be inspected at the offices of the Sheriff of the Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenue, Mountview, Verulam, or at our offices.

Christides Whatmore & Co., c/o Rindel & Co., Plaintiff's Attorney, Fifth and Sixth Floors, Morningside Chambers, 510-512 Windermere Road, Morningside.

Case 66348/93

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

In the matter between **Bryanston Heights Body Corporate**, Plaintiff, and **Mr D. T. Mathenjwa**, Defendant

By virtue of a judgment in the above Honourable Court, and a writ of execution issued in connection therewith, the property which is described hereunder, will be sold in execution on 13 October 1994 at 14:00, in front of the Magistrate's Court House, Somtseu Road, Durban, to the highest bidder:

Property description: Lot Dan Block C, of the Townlands of Durban 1737, Province of Natal, Section 56 of Sectional Plan 139/81, floor area: 30 square metres, bachelor flat, P.Q 0,002, open parking bay 3 (Canterbury Lane entrance), subject to the conditions therein contained.

Address: 412 Bryanston Heights, 169 Berea Road, Durban.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The property shall be sold by the Sheriff for the Magistrate's Court, Durban Central, on 13 October 1994 at 14:00, on the steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder without reserve.

3. The sale shall be for rands, and no bid of less than R10 shall be accepted.

4. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

5. If any dispute arises about any bid the property may be put up to auction again.

6. If the auctioneer makes any mistake in selling, such mistake shall not be binding on any of the parties but may be rectified. If the auctioneer suspects that a bidder is unable to pay either the deposit referred to in condition 8 or the balance of the purchase price he may refuse to accept the bid of such bidder, or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts. On the refusal of a bid under such circumstances, the property may immediately be put up to auction again.

- 7.1 The purchaser shall immediately after the sale on being requested by the Sheriff, Durban Central, sign these conditions.
- 7.2 Any person proposing to bid *qua qualitate* shall, immediately after these conditions have been read out but prior to the sale commencing, lodge a written power of attorney which confers such authority, with the Sheriff. The said power shall disclose the full names and addresses of the grantor and the person so authorised. Failure to comply with this condition and to state the name of his principal, will render the person bidding personally responsible in terms of these condition of sale.
- 8.1 The purchaser shall, in addition to auctioneer's charges, pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorney, to be furnished to the Sheriff, within twenty-one (21) days after the date of sale.
- 8.2 The purchaser shall be liable for payment of interest to the Execution Creditor/bondholder at the rate of 16% (sixteen per cent) per annum, compounded monthly, on the respective amounts of the award to the Plaintiff/bondholder in the plan of distribution as from the date of sale to date of transfer.
- 8.3 The purchaser shall also be obliged to provide a guarantee approved by the Execution Creditor's attorneys, in respect of all interest payable by the purchaser in terms of these conditions of sale.
- 9.1 If the purchaser fails to carry out any of his obligations in terms of these conditions of sale, the sale may be cancelled by the Magistrate summarily on the report of the Sheriff, after not less than seven (7) days notice to the purchaser and the property may again be put up for sale; and the purchaser shall be responsible for any loss sustained by reason of his default, which loss may, on a claim by any person prejudice or aggrieved thereby, be recovered from him under judgment of the Magistrate; and if he is already in possession of the property, any person prejudiced or aggrieved thereby may on notice or *ex parte*, apply to the Magistrate for an order ejecting him, or any person claiming to hold under him therefrom.
- 9.2 If the purchaser fails to carry out any of his obligations in terms of these conditions of sale, then the deposit referred to in condition 8.1 shall be forfeited to the Execution Creditor/bondholder as liquidate damages, without prejudice to any other claim which the Execution Creditor/bondholder may have against the purchaser for further loss sustained in accordance with the provisions of condition 10.
10. The purchaser shall pay auctioneer's charges of 5% (five per cent) on the first R20 000 of the purchase price, thereafter 3% (three per cent), subject to a maximum of R6 000 and a minimum of R100, at the time of the sale and in addition, transfer dues, costs of transfer, endowments (if any) and arrear and current rates, sewerage connection charges (if any) taxes and other charges necessary to effect transfer, upon request by the attorney for the Execution Creditor.
11. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser, subject to the provisions of condition 10 hereof.
12. The purchaser may obtain transfer forthwith if he pays the whole price and complies with conditions 7, 8 and 11, otherwise transfer shall be passed only after the purchaser has complied with the provisions of conditions 7, 8 and 11 hereof.
13. The Sheriff may demand that any building standing on the property be sold shall be immediately insured by the purchaser for the full value of the same, and the insurance policy handed to him and kept in force as long as the whole price has not been paid; and if he does not do so, the Sheriff may without notice, effect the insurance at the purchaser's expense.
- 14.1 The property is sold as represented by the title deeds and diagram, the Sheriff not holding himself liable for any deficiency that may be found to exist and renouncing all access. The Sheriff shall not be liable for any damage, deficiency, error or description, or pointing out of boundaries, pegs or beacons. The property is also sold subject to all servitudes and conditions and leases specified in the Deed of Transfer and the diagram applicable thereto. The property shall be deemed to have been sold voetstoots.
- 14.2 The property shall be sold subject to any valid existing tenancy; if the amount so realised is insufficient to meet the amount owing to the Execution Creditor, then the property shall be sold free of any tenancy entered into after the resignation of the bond passed over the above property in favour of the Execution Creditor. Subject to the foregoing, the purchaser shall be entitled to occupation and possession of the property upon payment of the deposit referred to in Clause 8 hereof and upon payment of the cost referred to in Clause 10 hereof, subject however to the further conditions that if the Execution Debtor is still in occupation of the property after the date of sale, the purchaser will, at its own cost, do the necessary to obtain occupation of the property as soon as the transfer of the property has been registered in his name. Notwithstanding anything to the contrary, should the Execution Creditor be the highest bidder, the Execution Creditor or his representative will be entitled to possession or occupation from the date of sale in execution.
15. The Execution Creditor will appoint an attorney to attend to transfer of the property into the purchaser's name.
16. Should the Department of Community Development or any other authority or instance legally have a pre-emptive right in respect of the property, the property is sold subject to such pre-emptive right.
17. Should any Executor, administrator or trustee of a deceased estate be the owner of the property hereby sold or have an interest in the property, then the property is sold subject to confirmation by the Master of the Supreme Court.

Dated at Durban.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. M. E. Jarvis/lm/41.H5890.A4.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa**, Plaintiff, and **Yvonne Ethel Fouche**, First Defendant, **Anthony Robert Harrington**, Second Defendant, **L'eanne Tracy Harrington**, Third Defendant, and **Desmond Vaughn Fouche**, Fourth Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) and under writ 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, 14 October 1994 at 10:00:

Description: Lot 1829, Amanzimtoti Extension 6, situated in the Borough of Amanzimtoti and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal in extent 1 344 (one thousand three hundred and forty-four) square metres.

Physical address: 11 Viden Road, Amanzimtoti.

Zoning: Special Residential.

The property consists of the following:

House: Brick under tiled roof, garage converted into flatlet consisting of two bedrooms, bathroom, toilet, lounge and kitchen combined and porch. *Main house:* Three bedrooms, main en suite with toilet, bath and basin, toilet, bathroom, basin, shower, bath, lounge, dining-room, patio, kitchen with built-in cupboards, swimming-pool (plastic lined), store-room, and the property is fully fenced. Nothing is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within fourteen (14) days and to be approved by the Plaintiff's attorneys.
3. The transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer dues, including transfer duty, current arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St Georges Street, Durban, Natal.

Dated at Durban on this the 8th day of September 1994.

Meskin Gowans & Paton, Plaintiff's Attorneys, Second Floor, 40 Masonic Grove, Durban. (Ref. Coll/mr.)

Case 2015/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Allied Bank** (a Division of ABSA Bank Limited, No. 86/04794/06), Execution Creditor, and **Mahalingam Moodley**, Execution Debtor

In pursuance of a judgment granted on 4 November 1991, in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 7 October 1994 at 10:00 at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land being Lot 266, Woodview, situated in the City of Durban, Administrative District of Natal, in extent two hundred and fifty-seven (257) square metres.

Postal address: 6 Interwood Crescent, Woodview, Phoenix.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet with bathroom and precast fencing.

Nothing in this regard is guaranteed.

Town-planning: Zoning: Residential. Special privileges: Nil.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
 4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
- The full conditions may be inspected at the offices of the Sheriff of the Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, or at our offices.

Christides Whatmore & Co., Plaintiff's Attorneys, Fifth and Sixth Floors, Morningside Chambers, 510-512 Windermere Road, Morningside.

ORANJE-VRYSTAAT ORANGE FREE STATE

Case 438/93

IN THE SUPREME COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Bereng Billy Mapuwa** (I.D. No. 6208275735085), First Defendant, and **Matshidiso Clementina Mapuwa** (born on 22 February 1968), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, on Friday, 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 and which conditions may be inspected at the offices of the Sheriff, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 16763, Mangaung, District of Bloemfontein, measuring 252 (two hundred and fifty-two) square metres, as shown on General Plan L64/1988, held under Deed of Transfer TL13694/1991, subject to the conditions contained therein.

Consisting of lounge, kitchen, two bedrooms, bathroom/toilet, carpeting and tile roof.

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS9115), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Case 13812/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **John Spiro Constantaras**, First Defendant, and **Anna Sophia Elizabeth Constantaras**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) dated 24 August 1993, and subsequent notice of attachment dated 12 October 1993, the undermentioned property will be sold by the Sheriff of the Supreme Court on 7 October 1994 at 10:00, to the highest bidder without reserve at the Magistrate's Office, Sasolburg, and which conditions will be read by him before the sale of the following property owned by the Second Defendant:

Erf 1450, situated in the Township of Deneysville, District of Heilbron, measuring 1 819 (one thousand eight hundred and nineteen) square metres, held by the Second Defendant by virtue of Deed of Transfer T10351/1981.

The above property is a vacant erf.

Conditions:

1. The purchaser shall pay to the Sheriff, 10% (ten per centum) of the purchase price immediately upon the signature of the conditions of sale and furnish him with a bank or building society guarantee within 14 (fourteen) days from the date of the sale for the balance of the purchase price.

2. The Plaintiff will consider favourable granting an approved purchaser a loan up to 90% (ninety per centum) of the purchase price of the property and arrangements should be made within the Plaintiff before the sale.

3. The full conditions of the sale may be inspected at the office of the Sheriff of the Supreme Court, during office hours and will be read out before the property is put up for sale.

Dated at Pretoria on this the 17th day of August 1994.

R. T. M. Rein, for Solomon Nicolson Rein & Verster Inc., Attorneys for Plaintiff, Sixth Floor, N.B.S. Building, 259 Pretorius Street, Pretoria. [Tel. (012) 325-2461.] (Ref. R. T. M. Rein/VAA.)

Saak 364/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA (Noord-Kaapse Afdeling)

In die saak tussen **Eerste Nasional Bank van S.A. Beperk**, Eiser, en **Nyorovai Ezekiel Dube**, Eerste Verweerder, en **North Eastern Cape Exploration Company (Pty) Ltd**, Tweede Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 15 Augustus 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor te Van Zylstraat, Boshoff, op Saterdag, 15 Oktober 1994 om 09:00:

Sekere plaas Kalkheuvel 1085, geleë in die distrik Boshoff, groot 429,6935 hektaar, gehou kragtens Akte van Transport T14636/1981.

10% (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 Boshoff, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 5283/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Van Deventer & Maree**, Eiser, en **N. J. Makapela**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 21 April 1994, en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op Vrydag, 21 Oktober 1994 om 10:00, by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Perseel 5028; Kagisnong, distrik Bloemfontein, gehou kragtens Sertifikaat van Geregistreerde Huurpagtoekenning TL7427/92.

Voorwaardes:

Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. 10% (tien persent) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank of bougenootskap-waarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein op hierdie 7de dag van September 1994.

Mnr. P. H. T. Colditz, p.a. Schoeman Maree Ing., Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 1872/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **G. H. Stroebel**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 23 Julie 1992, en 'n lasbrief vir eksekusie gedateer 10 Maart 1994, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 7 Oktober 1994 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 1368, Sasolburg, groot 722 (sewehonderd twee-en-twintig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof, voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as Hammelbergstraat 43, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 7de dag van September 1994.

L. D. M. Stroebel, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Saak 7484/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank**, Eiser, en **S. D. Mogoerie**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bloemfontein, gehou te Bloemfontein, hierin verleen op 25 Mei 1994, sal 'n eksekusieverkoping sonder 'n reserweprys plaasvind by die Peetlaan-ingang van die Landdroshof, Bloemfontein, op Vrydag, 7 Oktober 1994 om 10:00, van die vaste eiendom van die Verweerder soos hieronder uiteengesit op die voorwaardes om uitgelees te word deur die afslaer tydens die verkoping en welke voorwaardes ter insae sal wees by die kantore van die Balju, Bloemfontein-Oos.

Eiendom: "Erf 18207, situated in the town of Manguang and the District of Bloemfontein, measuring 240 (two hundred and forty) square metres, held by Quitrent TL18818/92 subject to the terms and conditions therein".

Terme: Tien persent (10%) van die koopprys en die afslaerskoste synde vyf persent (5%) op die eerste R15 000 of deel daarvan, 2½% (twee en 'n half persent) op die balans onderworpe aan 'n maksimum van R5 000 in kontant op die dag van die veiling, die balans teen registrasie van transport om verseker te word deur 'n bank-, bouvereniging- of ander aanvaarbare waarborg wat binne een-en-twintig (21) dae van datum van die verkoping gelewer moet word.

Verkoopvoorwaardes: Insae in die volledige verkoopvoorwaardes kan voor die verkoping gedoen word by die kantore van die Balju, Bloemfontein-Oos.

Die gemelde verkoopvoorwaardes sal onmiddellik voor die plaasvind van die veiling deur die Balju uitgelees word.

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

Israel & Sackstein, Prokureurs vir Eiser, Aliwalstraat 26/28, Bloemfontein. (Verw. K. Senekal/r/RS314A.)

Saak 246/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

In die saak tussen **Die Suid-Afrikaanse Brouery Beperk**, Vonnisskuldeiser, en **Bataung Tavern**, Vonnisskuldenaar

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verkry het op 23 Junie 1994, en ter uitvoering van 'n lasbrief vir eksekusie gedateer 19 Julie 1994, sal die ondergenoemde eiendom per openbare veiling verkoop word te Phomolong 2928, Hennenman, 7 Oktober 1994 om 10:00:

Erf 2928, groot 245 vierkante meter, geleë te 2928 Phomolong.

Verbeterings: 2 store en 'n saal.

Terme: 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg voorsien binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die afslaer, P. J. Swart, Balju van die Landdroskantoor, Hennenman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Hennenman hierdie 22ste dag van Augustus 1994.

Maree & Vennote, E.M.F.-gebou, Steynstraat 40; Posbus 23, Hennenman.

VERKOPING

Die verkoping sal gehou word by die Landdroskantoor te Parys, op Woensdag, 26 Oktober 1994 om 10:00.

Eksekusiekrediteur

Nedcor Bank Beperk

Die hiernagenoemde eiendom sal vir die verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vredefort nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordrag-koste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan, tesame met die Balju se kostes, onmiddellik na die verkoping, in kontant of deur bankgewaarborgde tjeks, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

(f) In gebreke met die bepalings van die voowaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoop is beskikbaar by die kantoor van die Balju, Parys.

Saak 789/94.

Vonnisskuldenaar: S. & M. M. Mokhethi.

Eiendom: Erf 4334, Tumahole, Parys.

Verwysing: C. F. Swanepoel/ej/SAP843/N4498.

Beskrywing: 'n Woonhuis met twee slaapkamers, sitkamer, badkamer en kombuis.

Groot: 286 (tweehonderd ses-en-tagtig) vierkante meter.

Datum: 30 Augustus 1994.

C. F. Swanepoel, vir De Villiers & Joynt, Eiser se Prokureur, Dolfstraat 63; Posbus 43, Parys, 9585. [Tel. (0568) 2181/2/3.]

Saak 10387/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Pieter Paulus Abraham Lodewyk Kruger**, Verweerder

Ingevolge 'n vonnis gedateer 5 Augustus 1994 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 21 Oktober 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Plot 105, Lakeview Kleinplase, geleë in die Munisipaliteit Bloemspruit, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Akte van Transport 1521/1992.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, badkamer, stort met toilet, sit-/eetkamer, gesinskamer, kombuis, opwaskamer, motorhuis en pakkamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,00% (sewentien 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 6de dag van September 1994.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, S.A. Property House, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Ref. JHC/hg/sm 5856.)

Saak 12673/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Daniel Johannes de Vries**, Eerste Verweerder, en **Davelina Frederika de Vries**, Tweede Verweerder

Ingevolge 'n vonnis gedateer 16 Augustus 1994 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 21 Oktober 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 8, Deeltitel Altri SS/74, groot 135 m², gehou kragtens Transportakte T1924/93 en beter bekend as Altrihof 105, Markgraaffstraat, Bloemfontein.

Verbeterings: Drie slaapkamerwoonstel met twee badkamers, kombuis, sitkamer en motorafdak.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% (vyftien komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 6de dag van September 1994.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, S.A. Property House, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Ref. JHC/rs/cm 6771.)

Saak 9471/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein**, Eiser, en **Nel, H. J. & H.**, Verweerders.

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 23 Augustus 1994, sal die volgende eiendom op Vrydag, 21 Oktober 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 10753, geleë in die stad en distrik Bloemfontein, groot 1 031 vierkante meter, gehou kragtens Akte van Transport 1208/71, geregistreer op 2 Maart 1971 (perseeladres Gideon Scheeperslaan 30, Genl. De Wet, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: *Woonhuis:* Bestaande uit drie slaapkamers, sitkamer, badkamer, toilet en kombuis. *Buitegeboue:* Motorhuis, bediendekamer en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein Oos- Barnesstraat 5, Bloemfontein.

Geteken te Bloemfontein hierdie 7de dag van September 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151; Posbus 260, Bloemfontein.

Case 1194/90

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Christiaan William Koekemoer**, Id. No. 5110155034004, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 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 conditions may be inspected at the offices of the Sheriff, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 1987, situated in the City and District of Bloemfontein, measuring 745 (seven hundred and forty-five) square metres, held by Deed of Transfer T7780/1989, subject to certain conditions, consisting of lounge, three bedrooms, bathroom with toilet, kitchen, single garage, servant's room, tiled roof and property partially fenced with precast concrete and wire, being 64 Exton Road, Hilton, Bloemfontein.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 or part thereof, 3% (three per centum) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. ND1076.)

Case 468/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Maria Masello Mondluli** (Identity Number 6207060429086), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, on Friday, 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, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 15528, Mangaung, District of Bloemfontein, measuring 198 (one hundred and ninety-eight) square metres, as shown on General Plan L66/1988, held by Certificate of Registered Grant of Leasehold TL10513/1991, subject to the conditions contained therein, consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

Terms: 10% (ten per centum) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per centum) on the balance with a maximum of R6 000 (six thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS9117), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Saak 2522/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Ebdien Skema**, Eiser, en **V. F. van Wyk**, Verweerder

Ingevolge 'n vonnis gedateer 17 Maart 1994, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 21 Oktober 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 2, Deeltitelskema SS51, Ebdien, geleë in die stad en distrik Bloemfontein, groot 52 (twee-en-vyftig) vierkante meter, gehou kragtens Transportakte ST6192/1992, Ebdien 2, King Edwardweg 30, Bloemfontein.

Verbeterings: Woonstel bestaande uit: Slaapkamer, badkamer, sit-/eetkamer en kombuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 (veertien) dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 (veertien) 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 7de dag van September 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.] (Ref. JHC/hg/CM2682.)

Saak 11865/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **David Ian Booth**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, gehou te Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 2 Augustus 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 7 Oktober 1994 om 10:00, te die Peetlaan-ingang, Landdroskantoor, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieder verkoop word:

Sekere Deel 9, soos meer volledig beskryf op Deeltitelplan SS9/1993, in die skema bekend as Dennehof, in die gebou en geboue geleë te Bloemfontein, groot 93 (drie-en-negentig) vierkante meter, gehou kragtens Transportakte No. 8824/1993.

Posadres: Dennehof 9, Labuschagnestraat, Uitsig, Bloemfontein.

Die eiendom bestaan onder andere uit die volgende: Twee slaapkamers, badkamer, toilet, enkelmotorhuis, sit-/eetkamer en kombuis.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne 7 (sewe) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 17,25% (sewentien komma twee vyf persent) per jaar op die koopsom bereken vanaf datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde 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 geregsbode waarborg 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 prokureur, mnre. Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir die Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 239/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDE GEHOU TE VREDE

In die saak tussen **ABSA Bank**, handeldrywende as United Bank, Eiser, en **J. T. Pienaar**, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor Vrede, gehou word op Vrydag, 28 Oktober 1994 om 11:00, naamlik:

Erf 315, geleë in die dorp en distrik vrede, groot 1 487 vierkante meter.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouvereniging waarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Vrede en die kantoor van die Landdros te Vrede gedurende kantoorure.

Gedateer die 8ste dag van September 1994.

Du Plessis Bosch & Meyerowitz, Posbus 563, Murraystraat 31, Bethlehem, 9700.

Saak 799/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Msokoli Moses Goniwe**, Eerste Verweerder, en **Limakatso Mary Goniwe**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof, in die 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 26 Oktober 1994 om 10:00, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 4066, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tumahole, gehou kragtens Grondbrief TL1210/89, grootte 303 (driehonderd en drie) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Parys op hede die 2de dag van September 1994.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureur vir Eiser, Dolfstraat 63; Posbus 43, Parys. (Verw. CFS/EJ/BEZ057/N4490.)

**Case 2911/93
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 **Tebaho Samuel Mosia** (born 1 January 1954), 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, 14 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 3335, Zamdela Township, District of Parys, measuring 268 m², held by the Defendant under Certificate of Registered Grant of Leasehold L3/1983, being 3335 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 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 8th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72931/FCLS/Mr Brewer/djl.)

Case 2293/94

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 **Alan Kemp**, 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, 14 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 12926, Sasolburg (Extension 19) Township, District of Parys, measuring 773 m², held by the Defendant under Deed of Transfer T15671/1993, being 18 Oudehout 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, four bedrooms, two bathrooms/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 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 29th day of August 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98114/FCLS/Mr Brewer/djl.)

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eksekusieskuldeiser, en **A. Yannoulatos**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 5 Mei 1994, in die Landdroshof te Welkom, sal die volgende eiendomme verkoop word op Vrydag, 21 Oktober 1994 om 11:00, te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

1. **Sekere:** Erf 6835 (Heidelaan 24, Jim Fouchepark, Welkom), groot 1 460 (eenduisend vierhonderd en sestig) vierkante meter, geleë te Die Stad Welkom, distrik Welkom, gehou kragtens Akte van Transport T13396/88 en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue. Ingangsportaal, sitkamer, eetkamer, studeerkamer, familiekamer, drie slaapkamers, kombuis, opwaskamer, badkamer met toilet en stort en twee aparte toilette.

Buitegeboue: Twee motorhuise, bediendekamer met stort, waskamer en onderdak parking.

2. **Sekere:** Een halwe onverdeelde aandeel Erf 9336 (Uitbreiding 27) (Arendstraat 10, Welkom), groot 1 000 (eenduisend) vierkante meter, geleë te Die Stad Welkom, distrik Welkom, gehou kragtens Akte van Transport T118/89 en onderhewig aan sekere serwitute.

Verbeterings: Onverbeterde erf.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar vanaf 30 September 1994 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

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

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat; Posbus 455, Welkom, 9460.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

HOËVELD AFSLAERS (EDMS.) BEPERK, AFDELING VAN FOODCORP BEDRYWE

(Mky Reg. No. 55/01198/06)

In opdrag van die Kurator in die insolvente boedel van **B. C. Greyling**, Meestersverwysing No. 434/94, sal ons die ondervermelde plase, voertuie, implemente en vuurwapens per openbare veiling verkoop op die plaas Onverwacht, Bethal-Kriel Area, op Dinsdag, 27 September 1994 om 11:00.

Vaste eiendom:

(a) Sekere Gedeelte 14 ('n gedeelte van Gedeelte 1) van die plaas Onverwacht 70, Registrasieafdeling IS, Transvaal, groot 171,3064 ha.

Verbeterings: Staalstoor, 72 ha onder spilpunt besproeiing, sewe kampe, twee spruite, pan en drie boorgate.

(b) Sekere Gedeelte 9 van die plaas Boschkrans 53, IS Transvaal, groot 324,9325 ha.

Verbeterings: Ou woonhuis en stoor, spruit en drie boorgate, 120 ha landerye en verdeel in agt kampe.

Losgoedere:

Implemente: Twee John Deere Ploeë, John Deere trekker, John Deere 4020 trekker, twee-wiel sleepwa, Massakar, onkruidodder spuit, hooihark, drie John Deere skoffels, John Deere vier-ry planter, John Deere agt-ry planter, elektriese sweismasjien, hoeveelheid gereedskap, Midland basis radio, mobile tweerigting radio, J V C-video masjien, J V C-video kamera en Phillips kleur televisiestel.

Spilpunt: Valley spilpunt, 2 x 4 seksies.

Vuurwapens: .308 geweer, .635 pistool, haelgeweer Winchester 120 boor, Sturn Ruger 223 geweer.

Roete na veiling: Vanaf Bethal neem die Ogies teerpad vir 32 km, draai dan links af op die Kinross pad vir 1 km, draai links in naby plaaswinkel naambord Greyling Onverwacht en volg plaaspad vir 4 km. Let egter ook op ons wegwysers.

Veiling voorwaardes: Vaste eiendom 15% (vyftien persent) kontant by tekening van die kooporeenkoms en balans na 30 dae na bekragtiging deur die Kurator. Die koop geskied onderhewig aan goedkeuring deur Kurator binne 14 dae. Losgoedere kontant op dag van veiling of bankgewaarborgde tjeks, tensy vooraf met die afslaers gereël.

Afslaersnota: Geen waarborg met betrekking tot eiendom en losgoedere word gegee nie. Voorgenome kopers moet hulle self vergewis oor die egtheid en toestand van die plase en losbates. Om die plaas Boschkrans 53 te gaan besigtig neem die teerpad vanaf Bethal na Middelburg vir 11 km draai links af op die Witbank teerpad vir 10 km, draai regs af op die Welstand pad vir 4 km draai links in en volg plaaspad vir 4 km tot op die plaas. Die betrokke plaas word ook opgeveil op die plaas Onverwacht waar die veiling gehou word.

Nadere besonderhede van: Hoëveld Afslaers (Edms.) Bpk., Posbus 1029, Ermelo. [Tel. (01341) 9-7423/4.]. Na ure: Jannie Joubert Tel. (01341) 4195, Gert Wessels Tel. (01341) 5173.

Die Kurator: Kaap Vaal Trust (Edms.) Bpk., Posbus 16185, Doornfontein. [Tel. (011) 402-3170.] [Fax. (011) 402-6920.]

PHIL MINNAAR BK, AFSLAERS

(Reg. No. CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN INDUSTRIËLE STANDPLAAS IN DIE OOS-TRANSVAAL—MIDDELBURG

In opdrag van die Kurator in die insolvente boedel **S. J. J. van der Merwe**, Meestersverwysing T594/94, verkoop ons die ondervermelde eiendom ter plaatse en sonder voorbehoud op Woensdag, 28 September 1994 om 15:00.

Plek van veiling: Suidstraat 78, Middelburg-uitbreiding 11.

Beskrywing van eiendom: Gedeelte 12 van die Erf 3967, ook bekend as Suidstraat 78, Middelburg-uitbreiding 11, Registrasieafdeling JS, Transvaal, groot 2 400 m².

Verbeterings: Hierdie industriële standplaas is tans onverbeterd.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Afslaerskommissie: 'n Gedeelte deur koper betaalbaar.

Besigtiging: Daaglik.

Navrae: Skakel Martin 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)

LIKWIDASIE VEILING VAN NETJIESE RUIM BESIGHEIDSPERSEEL IN DIE PRAGTIGE OOS-TRANSVAAL—BARBERTON

In opdrag van die Likwidadeur van **Ismora Eiendomme (Edms.) Bpk.**, in likwidasie, Meestersverwysing T2552/93, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Donderdag, 29 September 1994 om 11:00.

Plek van veiling: Hoek van Kopje- en Van Tillstraat, Barberton Asiatiese gebied, Barberton, Transvaal.

Beskrywing van eiendom: Erf 5 ook bekend as hoek van Kopje- en Van Tillstraat, Barberton Asiatiese gebied, Barberton, Transvaal, Registrasieafdeling JU, Transvaal, groot 497 m².

Verbeterings: (457 m² x 2 = 914 m²). Die grondvloer bestaan uit winkelarea, houtplatform, twee verhewe houtkantore met glasruite, vertoonvensters, diefwering, aparte toilette en toesluit stoorarea. Die eerste vloer bestaan uit oop area bereikbaar vanaf grondvloer met houttrap, ook toegang vanaf agterste straat, vertoonvensters en diefwering.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daaglik tussen 09:00 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.]

TRIDENT AUCTIONEERS CC

(Reg. No. CK93/06097/23)

BENONI AGRICULTURAL HOLDINGS, 2 HECTARE SMALL HOLDING

Duly instructed by the Trustee in the insolvent estate **C. Booyens**, Master's Ref. T1851/94, we will offer for sale by public auction completely without reserve and to the highest bidder the property described below on site being 52 Cedar Street, Benoni Agricultural Holdings on Wednesday 28 September 1994 at 11:00.

Measuring 2,0235 hectares, comprising of a three-bedroomed home with two bathrooms, main en suite, lounge, dining-room, kitchen, TV-room and entrance hall - please note that the above is incomplete. A flatlet attached to the home comprises bedroom, bathroom, lounge, kitchen with built-in cupboards, eye level oven and hob, servants' quarters and a store-room.

Viewing: Tuesday, 27 September 1994 from 10:00 to 16:00.

Directions: From Kempton Park proceed along Pomona Road, this becomes Birch, turn right into Gum Street and left into Cedar Street.

Terms: 20% (twenty percent) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Seven (7) days confirmation.

For further details 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.] [Tel. (011) 782-6739.] [Fax. (011) 782-6739.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ERMELO op 14 Oktober 1994 om 10:00 voor die Landdroskantoor te ERMELO die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 12 ('n Gedeelte van Gedeelte 4) van die plaas Waaihoek 286, Registrasie Afdeling I.T., Transvaal;

GROOT: 168,8428 Hektaar;

(2) Resterende Gedeelte van gedeelte 4 (MOOIHOEK) ('n Gedeelte van gedeelte 3) van die plaas WAAIHOEK 286, Registrasie Afdeling I.T., Transvaal;

GROOT: 170,5855 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T18506/1979

(3) Gedeelte 14 ('n gedeelte van Gedeelte 13) van die plaas WAAIHOEK 286, registrasie afdeling I T Transvaal;

GROOT: 199,3569 hektaar

Eiendom (3) blykens Akte van Transport T33211/1977

(4) GEDEELTE 4 ('n gedeelte van Gedeelte 2) van die plaas ONVERWACHT 287, Registrasie Afdeling I.T., Transvaal

GROOT: 171,3064 hektaar

Eiendom (4) blykens Akte van Transport T3782/1982

(5) DIE RESTERENDE GEDEELTE van die plaas RIETVLEI 310, Registrasie Afdeling I.T., Transvaal;

GROOT: 901,5655 hektaar;

Eiendom (5) blykens Akte van Transport T23108/1985

L.W. Ongeveer 1 200 vierkante meter en 4,23 hektaar van eiendom (5) is onteien deur Transnet. Eiendom (5) onderworpe aan onteiening van 2 900 vierkante meter ten gunste van Transnet.

in die naam van **JOHANNES ZACHARIAS MOOLMAN MEYER**

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (4): 50 km suidoos van Ermelo

Eiendom (5): 48 km suidoos van Ermelo

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3):

3 Woonhuise, skuur met afdak, varkhokke, skuur, sinkkamer. Veekerend omhein en verdeel in kampe. Boorgat, sinkdam, fontein, tenk en ses gronddamme.

Eiendom (4):

Veekerend omhein en verdeel in kampe. 2 Spruite en 4 gronddamme.

Eiendom (5):

24 Slaapvertreke met gemeenskaplike ablusieblok, gemeenskaplike eetvertrek en saal, konferensiesaal, swembad, 2 grasafdamme en rondawel. Veekerend omhein en verdeel in kampe. 3 Boorgate, 3 gronddamme, watertenk, fontein en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooporeenkomste 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: AAAD 01699 01G 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 September 1994.

AUCOR (PTY) LTD

CASTO AUCTO CC, IN LIQUIDATION, MASTER'S REFERENCE No. T2302/94

LIQUIDATION SALE OF PANELBEATING SHOP

Duly instructed by the Provisional Liquidator in the above matter the Aucor Group will sell without reserve the above on site 26 Doveton Street, Westonaria, on Tuesday, 20 September 1994 at 10:30:

Spares, handtools, compressors, benches, spraybooth, cars, trucks, LDV's and forklifts.

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; P.O. Box 15621, Doornfontein, 2028. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

PROPERTY MART SALES

Duly instructed by the Provisional Trustee in the insolvent estate **H. R. O. F. Beining**, Master's Ref. T2498/94, we shall sell subject to 7 (seven) days confirmation:

Two-bedroomed house with pool and bore-hole, Fairleads, Benoni, being Holding 62 of Fairleads Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,4318 ha and situated in Pretoria Road (opposite Sports Road turnoff).

Sale takes place on the spot on 6 October 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 of the insolvent estate **P. B. Janse van Rensburg**, Master's Ref. T765/94, we shall sell:

40 Cardigan Avenue, Dalview, being Erf 14 and 1 115 square metres in extent, Dalview, District of Brakpan. This is an older home in need of restoration and the main house comprises entrance hall, lounge, dining-room, three bedrooms, main en suite, second bathroom and kitchen not well fitted.

View anytime.

Sale takes place on the spot at 12:00 on Thursday, 13 October 1994.

Terms: 20% (twenty per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215 a/h: (011) 462-3731, A. W. Hartard.]

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN TWEE SLAAPKAMER DUPEKS WOONSTEL, CARANWOONSTELLE 207, VAN DER WALT-STRAAT 418, PRETORIA, OP 6 OKTOBER 1994 OM 10:30, OP DIE PERSEEL

WOONSTEL 207, SKEMA SS CARAN 66, EENHEID 24

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **H. J. en M. M. de Beer**, Meestersverwysing T562/94, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit 'n dupeks woonstel met twee slaapkamers, badkamer, kombuis, sit-/eetkamer, ingeboude kaste, vloermatte, sekuriteitsstelsel, onderdak parking, heffing: R236,15. Woonstel = 77 m².

Verkoopvoorwaardes: 20% (twenty per sent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslersnota: Loopafstand van Middestad. Goeie belegging.

Besigtiging: By die eiendom Maandag-Vrydag 09:00-15:00 of per afspraak met die Afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **J. A. CARROLL**, MASTER'S REFERENCE No. T974/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at 137 Pine Avenue, Bronberrik, District of Verwoerdburg, Pretoria, Transvaal, on Tuesday, 27 September 1994, 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 **L. LAING**, MASTER'S REFERENCE No. T1045/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at 243 Vaandrager Street, Tileba, District of Pretoria, Transvaal, on Wednesday, 28 September 1994, at 10:30, a three-bedroomed home.

For further particulars contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **D. O. FIRTH**, MASTER'S REFERENCE No. T743/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at Unit A3, Gold Reef Industrial Park, 60 First Street, Booyens Reserve, District of Johannesburg, Transvaal, on Wednesday, 28 September 1994, at 10:30, various household furniture and effects ostensibly belonging to the solvent spouse S. A. Firth.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

LIKIDITER AFSLAERS BK

(Reg. No. 88/05012/23)

In opdrag van die Mede Kurators in die insolvente boedel **P. J. Becker**, Meestersverwysing T2169/94, en die Likwidateur in die saak **Hugemond (Edms.) Bpk.**, in likwidasie, Meestersverwysing T1900/94, sal ons die ondervermelde eiendom per publieke veiling verkoop, onderhewig aan bekragtiging op Woensdag, 12 Oktober 1994 om 10:00.

Onverbeterde eiendom: Resterende Gedeelte van die plaas Hugemond 118, Registrasieafdeling LS, Transvaal, groot 1675,7892 hektaar.

Roerende bates: Trekkers, sleepwaens, ploë, implemente, grondboonplukkers, dompelpompe, hamermeul, skoffels, 1988 Ford Courier, Isuzu Trok, 1986 Toyota 2.4 LAW, ens.

Verkoopvoorwaardes:

Vaste eiendom: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod, en die balans by wyse van geskikte waarborge binne 30 dae na bekragtiging, wat sal plaasvind binne 7 dae na die veiling.

Roerende bates: Slegs kontant of bankgewaarborgde tjeks met die toeslaan van die bod.

Likiditer Afslers BK, Reg. No. 88/05012/23, Johannastraat 6, Florentia, Alberton. [Tel. (011) 907-8887.]

VAN'S AFSLAERS**OPENBARE VEILING**

In opdrag van Kurators van insolvente boedels **J. F. Fourie**, T1948/93, **J. en A. Small**, T2482/94, **G. A. Annandale**, T4767/93, **D. N. Venter**, T1069/94, **J. Fourie**, T2366/94, **Wordwide Holidays BK**, T2760/93 en **Irrigation World BK**, in likwidasie, T463/93, verkoop Van's Afslaers ondervermelde boedelbates sonder voorbehoud onderhewig aan bekragtiging, per openbare veiling op 29 September 1994 om 10:00, te Van's Afslaers se lokale.

Beskrywing: Tyddele, motors, meubels, toerusting, oogkundige instrumente, besproeiingstoerusting, ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers. [Tel. (012) 335-2974.]

WESTVAAL AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N WONING**

In opdrag van die Kurator in die insolvente boedel van **Petrus Andries Benade**, Meestersverw. No. T1457/94, sal ons die volgende eiendom per publieke veiling vir verkoping aanbied op die perseel te Westonaria, op Vrydag, 30 September 1994 om 11:00, te Gardinialaan 44, Westonaria.

Sekere Erf 3363, Westonaria, ook bekend as Gardinialaan 44, Westonaria.

Beskrywing: 'n Netjiese woning, met drie slaapkamers, ingeboude kaste, hoofslaapkamer, muur tot muur matte, aangrensende volledige badkamer, vloerteëls en Italiaanse muurteëls, formele sitkamer, houtplafon, muur tot muur matte, duursame kombuis, houtkaste, oogvlakoond en stoof, aparte opwasgedeelte, muurteëls tot dakhoogte, aangrensend tot kombuis (oopplan) is eet- en televisiekamer, matte, studeerkamer, dubbel-garage, bediendekamer, toilet en stort, plaveisel-oppitte en omhein met voorafvervaardigde betonmure.

Nota: Hierdie eiendom skep 'n baie goeie indruk, is netjies met 'n mooi uitgelegde tuin.

Huishoudelike meubels, Bv.: General Electric vrieskas, mikrogolfoond, snoekertafel, Hammerstein videomasjien, verskeie gereedskapstukke, lang tafel en vuurwapens.

Asook inhoud van winkel: Wat handel gedryf het as Back to Basics, naamlik ornamente, ensovoorts.

Besigtiging: Deur afspraak met die afslaers.

Betaling: 10% (tien persent) deposito van die totale koopprys in kontant of bankgewaarborgde tjek. Balans van koopsom binne 30 dae. Verkoopvoorwaardes sal deur afslaer uitgelees word voor toeslaan van die bod. Die afslaers behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

Afslaers: Westvaal Afslaers. Navrae: Karel du Plessis/mev. Van der Merwe. Tel. 953/1830 (k/u).

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

GIGANTIC INSOLVENT ESTATE AUCTION, TWO INCOMPLETE HOUSES, WINDMILL PARK, BRAKPAN, FIRE-ARMS, MOTOR VEHICLES, MOTORCYCLE TRAILOR, POWERTOOLS, LADIE'S GOLD AND DIAMOND DRESS RING, CHINESE ART (JADE ORNAMENTS), ORNAMENTAL CERAMIC LAMPS - SHADES - STANDS, LARGE VARIETY OFFICE AND HOUSEHOLD FURNITURE, MODERN OAK SHOPFITTINGS, OAK CONFERENCE TABLE AND CHAIRS AND MUCH MORE

Duly instructed by the Trustees in the insolvent estates **J. A. Brink**, T1187/23, **S. I. Roux**, T1066T, **A. J. van Staden**, T3367/93, **A. B. Vermaak**, T5184/93, **R. J. Laubscher**, T3292/93, **N. Ludick**, T2154/93, **J. C. Eksteen**, T150/93 and **M. Viljoen**, T1799/94.

View day prior 13:00-16:00.

We will sell Friday, 30 September 1994 at 10:00, at our mart, corner of Beatrix and Proes Streets, Arcadia, Pretoria.

Terms: R200 registration fee (refundable).

For further info contact the auctioneers. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

KAAP • CAPE**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SCHWEIZER-RENEKE op 7 Oktober 1994 om 10:00 voor die Landdroskantoor te SCHWEIZER-RENEKE die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 5 ('n gedeelte van Gedeelte 4) van die plaas HAMBURG 82, Registrasie Afdeling H.O. Transvaal;

GROOT: 342,6128 Hektaar;

(2) GEDEELTE 3 ('n gedeelte van Gedeelte 2) van die plaas MOOILAAGTE 91, Registrasie Afdeling H.O. Transvaal; GROOT: 438,5444 Hektaar;

Eiendom (1) en (2) Blykens Akte van Transport T21171/1981

in die naam van **LODEWYK JOHANNES ROOS**

Ligging van hierdie eiendom:—

14 km suid van Schweizer-Reneke

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Eiendom (1):

Veekerend omhein en verdeel in kampe. Boorgat.

Eiendom (2):

Woonhuis, dubbelmotorhuis, werkskamer, koeler, 2 enjinkamers, rondawel, steenstoor, koeistal, werkswinkel, implemente afdak en klipgebou met afdak. Veekerend omhein en verdeel in kampe. 2 Boorgate.

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 huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(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 eiendom aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedraë moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendom word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendom mag wees.

VERWYSINGSNOMMER: ACAD 02446 01G/02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 13 September 1994.

NATAL

BONANZA AUCTIONEERS

INSOLVENSIE VEILING

Duly instructed thereto by the Executor, P. J. Schoerie, in the insolvent estate of **Down & Associates**, Master's Reference No. N475/94, we will sell, subject to confirmation, on 30 September 1994 at 10:00, on the old Sugar Mill Premises, Empangeni, the goods mentioned herein.

Quantity description: Two two-door stationery cabinets, office desk, seven filing trays, steel cabinet, three office desks, two office chairs, plan filing cabinet, three filing cabinets, homemade drawing board, fixtures to building, five large door frames, five old vehicle wheel rims, 16 new pelmets, four new roof vents, assortment of asbestos barge boards, 31 angle iron brackets, assorted pieces of discarded timber, box old water taps, urinal, assorted tap fittings (old), two wood and glass doors, two toilets, pair bolt cutters, ramset gun, eight bags of whitewash, 10 bags of power grout, 10 bottles bonding liquid, assortment of rawl plugs, nuts and screws, four rolls of roofing sealer, five sets door stoppers, three Teralene plastering tools, assortment of door locks, five soap dispensers, 16 bundles of wire ties, large wooden tool box with miscellaneous small bits, assortment of brass weather strips, five rolls plastic sheeting, small tool box, miscellaneous small items, hand basin, three moulds for cube testing, four bundles of galvanised channelling, drum of steel ties, assortment of ceramic tiles, odd lots, 14 pound hammer, 11 rolls of pink insulation material, assortment of safety helmets in two carton boxes, scaffolding, two oak desks, corner desk, three visitors chairs - oak, two blue swivel chairs, three red visitors chairs, Samsung fax machine, Hoover vacuum cleaner, wooden shelf rack for files, two two-way radio's and builders sheds (dismantled).

Bonanza Auctioneers, 106 TML House, Union Street, P.O. Box 1454, Empangeni. [Tel. (0351) 2-7365 or 92-2409.]

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

Bladsy

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Please acquaint yourself thoroughly with the

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