

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 352

PRETORIA, 21 OCTOBER
OKTOBER 1994

No. 16029

***LEGAL
NOTICES***

***WETLIKE
KENNISGEWINGS***

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

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

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

All provinces appear on the first Friday of each calendar month	42,70
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	

ORDERS OF THE COURT:

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

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing*

R

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

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	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
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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

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:

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.

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasings	Three insertions Drie plasings
	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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

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.

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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.

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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.

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.

(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.

(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.

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.

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.

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 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 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

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

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

TRANSVAAL

Case 14278/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Erasmus: Hubert John**, First Defendant, and **Erasmus: Hester Jacoba 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 at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 11 November 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 1136, Brakpan-North Extension 3 Township, Registration Division IR, Transvaal, situated at 9 van Vollenhoven Street, Brakpan-North Extension 3, Brakpan, measuring 807 (eight hundred and seven) square metres.

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

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

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

Dated at Johannesburg on this the 29th 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/A00169 (A169).]

Case 33211/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Rabacal: Armando Augusto Alves**, Defendant

In execution of 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 11 November 1994 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff, at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 1747, Brakpan Township, Registration Division IR, Transvaal, situated at 125 Northdene Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

Building built of brick and plaster, tiled roof comprising of an entrance hall, dining-room, kitchen, three bedrooms, two bathrooms with a w.c., double garage and two servants' rooms.

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

Dated at Johannesburg on this the 29th 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/U00063 (UB63).]

Case 12567/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Fourie: Joseph**, First Defendant, **Fourie: Minnie**, 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 11 November 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 597, Geluksdal Township, Registration Division IR, Transvaal, situated at 597 Gerald Place, Geluksdal, Brakpan, measuring 1020 (one thousand and twenty) square metres.

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

Building built of brick and plaster, tiled roof comprising of a lounge, kitchen, three bedrooms and a bathroom.

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

Dated at Johannesburg on this the 29th 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/A00165 (A165).]

Case 10860/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cannell: Jesse David**, First Defendant, and **Cannell: Sonja Cathrine**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, at 10:00, on Thursday, 10 November 1994, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, of the Supreme Court, prior to the sale:

Certain: Erf 1024, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, area 435 (four hundred and thirty-five) square metres, situation 1024, Penny Royal Crescent, Zakariyya Park Extension 4.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge with wire fence around property.

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

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

Dated at Johannesburg on 4 October 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg, (Tel. 331-8535.) (Ref. ForeclosuresN140:NC186.)

Case 10083/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bartlett: Freddy**, 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, at 10:00, on Thursday, 10 November 1994, 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 4580, Eldorado Park Extension 8 Township, Registration Division IQ, Transvaal, area 317 (three hundred and seventeen) square metres, situation 44 Abraham Andrews Street, Eldorado Park Extension 8, Johannesburg.

Improvements (not guaranteed): A house under asbestos roof consisting of three bedrooms, bathroom, kitchen, lounge with wire fence around property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff, a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 4 October 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg, (Tel. 331-8535.) (Ref. ForeclosuresN5:NT345.)

Case 20782/94
PH46

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

In the matter between **The Body Corporation of North Grafton**, Judgment Creditor, and **Mr C. A. Laas**, First Judgment Debtor, and **Mrs A. Laas**, Second Judgment Debtor

In pursuance of a judgment granted in the Magistrates' Court, and a warrant of execution dated 19 April 1994 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Magistrates' Court-house, Fox Street entrance, Johannesburg, to the highest bidder on 11 November 1994 at 10:00:

Certain: Section No. 9 as shown and more fully described on Sectional Plan SS72/92 in the scheme known as North Grafton, in respect of the land and buildings or buildings situated in the Township of Yeoville, Johannesburg, measuring 114 square metres, held by Deed of Transfer ST36374/1993 (known as 101 North Grafton, Cor Frances and Grafton Streets, Yeoville, Johannesburg).

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: A single unit residence, situated on the First Floor, consisting of: two bedrooms, bathroom, separate toilet, large lounge, dining-room, open balcony north facing, maidsroom and fitted kitchen.

3. *Terms:* The purchase price shall be paid as to 10% thereof on the day of the sale to the Sheriff of the Court, and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 15,25% per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

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

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

Krowitz Perlow & Hertz, Plaintiffs' Attorneys, Second Floor, 14 New Street South, P.O. Box 2642, Johannesburg. (Tel 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/P147.)

Case 3525/94

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

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

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 20 July 1994, the property listed herein will be sold in execution on Wednesday, 16 November 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

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

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

Improvements: A dining-room, lounge, kitchen, three bedrooms, toilet, tile 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.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. COLL/WM18/08/94.)

Case 3186/93

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

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

In pursuance of a judgment of the Magistrate's Court at Germiston and writ of execution dated 1 March 1994, the property listed herein will be sold in execution on Wednesday, 16 November 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

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

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

Improvements: Vacant stand.

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

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

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

Case 13585/94

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Simelane, Velaphi Thomas**, Execution Debtor, and **Simelane, Sonto Mabaret**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, 15 November 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

Certain: Erf 852, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 64 Heather Street, Roodekop, Alberton, measuring 858 (eight hundred and fifty-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, family room, three bedrooms, bathroom, toilet with outbuildings with similar construction comprising of garage, carport, toilet and store-room.

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

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

Dated at Johannesburg this 4th day of October 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.476.)

Saak 223/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **ABSA Bank Bepersk**, Vonnisskuldeiser, en **Mnr R. H. Schilbach**, Vonnisskuldenaar

Ingevolge uitspraak van die Hof en lasbrief gedateer 24 Junie 1994, sal die ondergemelde eiendom per publieke veiling verkoop word in eksekusie aan die hoogste bieder voor die Landdroskantoor, Zeerust, op 4 November 1994 om 10:00, naamlik:

Plaas 84, Grootvallei, distrik Marico, waarop opgerig is 'n woonhuis van baksteenmure onder 'n sinkdak met buitegeboue. Geen waarborge betreffende verbeterings word gegee nie en die verkoping is voetstoots.

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

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

Gedateer te Zeerust hierdie 22ste dag van September 1994.

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

Case 8762/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Neethling: Alan Hermann**, First Defendant, and **Neethling: Nicolette Anne**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 11 November 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 1317, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated at 8 Winterberg Street, Leachville, Brakpan, measuring 738 (seven hundred and thirty eight) square metres.

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

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

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

Dated at Johannesburg on the 29th 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/U00161 (UB161).]

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

In the matter between **The Standard Bank of S.A. Ltd.**, Execution Creditor, and **Mashazi, Siphon Reginald**, 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 Sheriff's Office, Benoni, on 17 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 1870, situated in the Township of Wattville, Registration Division IR, Transvaal, being 1870 Tulela Street, Wattville, Benoni, measuring 304 (three hundred and four) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms and a 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 of building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of August 1994.

B. W. Webber, for Ramsay, Webber & 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/M701.)

Saak 32311/93

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

In die saak tussen **Transnet Beperk**, Eiser, en **Rapulungoane: Teehobo Andries**, 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, Benoni, Kempstonlaan 49, Benoni, op 17 November 1994 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Benoni, voor die verkoping ter insae sal lê.

Sekere Erf 2148, Etwatwa-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, groot 293 (twee nege drie) vierkante meter.

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

Woonhuis met teëldak bestaande uit: Gekombineerde sit, eetkamer, twee slaapkamers, badkamer/toilet en kombuis. Buitegeboue bestaande uit: Geen.

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

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

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf/Z10417.)

Saak 6614/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Paul Michiel De Korte**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Klerksdorp, te Teaklaan 11, Klerkindustria, Klerksdorp, op 11 November 1994 om 10:00, van:

Gedeelte 73 ('n gedeelte van Gedeelte 53), van die plaas Rietkuil 397, Registrasieafdeling IP, Transvaal, groot 9,7904 hektaar, gehou kragtens Akte van Transport T13901/81.

Die eiendom is gesoneer vir landboudoeleindes, hoofsaaklik weiveld. Daar is 'n boorgat op die betrokke eiendom, maar nie toegerus nie.

Die inligting ten aansien van die eiendom en die besonderhede ten aansien van die verbeteringe word nie gewaarborg deur die Eksekusieskuldeiser nie.

Besigtig voorwaardes by Balju, Klerksdorp, Teaklaan 11, Klerkindustria, Klerksdorp.

Tim Du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. mnr. Beukes/avg.)

Case 4473/94

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

In the matter between **First National Bank Limited**, Plaintiff, and **AA & E. De Greeff**, Defendant

In terms of a judgment of the Magistrate's Court for the district of Rustenburg, and a writ of execution dated 30 August 1994 a sale by public auction without a reserve price will be held on 9 November 1994 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff, of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Remaining Extent of Portion 2, of Erf 1435, Rustenburg, Registration Division JQ, Transvaal, measuring 705 square metres, held under Deed of Transfer T52399/91, known as 215 Kruger Street, Rustenburg.

The following particulars are furnished but not guaranteed: A lounge, kitchen, three bedrooms, bathroom, garage, betonomheining and afdak.

Terms: Ten per cent (10%) of the purchase price and auctioneers charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen (14) days from date of sale.

Dated at Rustenburg, this 26th day of September 1994.

Van Velden-Duffey, Attorney for Plaintiff, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg. (Ref. Mr Klynsmith/IDP.)

Saak 582/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Bantu Theophilus Kunene**, Eerste Verweerder, en **Vuyelwa Sarah Ann Kunene**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 9 Maart 1993 sal die ondervermelde eiendom geregtelik verkoop word op 11 November 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 50, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 352 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpact TL18986/1989 bekend as Erf 50, Mohlakeng-dorpsgebied, Randfontein, waarop opgerig is, 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit twee slaapkamers, kombuis, gekombineerde sit- en eetkamer, daar is geen buitegeboue en die perseel is omhein met draad.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg. Die volledige voorwaardes van verkoop (wat na die verkoop onderteken met word) mag gedurende kantoor-ure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iuris-gebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N539.)

Case 12090/91

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

In the matter between **Allied Bank** (A Division of ABSA Bank Ltd) (Reg. No. 86/04794/06), Plaintiff, and **Rudolph Frederik Kloppe**, First Defendant, and **Annette Kloppe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, dated 26 August 1992 and a writ of execution dated 3 Februarie 1994 the following will be sold in execution without reserve to the highest bidder on 4 November 1994 at the office of the Sheriff, of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg, at 11:15.

Certain: Erf 1166, Atlasville Extension 1 Township, Registration Division IR, Transvaal, measuring 1 050 (one thousand and fifty) square metres, held by the Mortgagor under Deed of Transfer T4932/1980, situated at 7 Goudsnip Street, Atlasville, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

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

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

Dated at Boksburg, this 30th day of September 1994.

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

Saak 4075/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **S. C. P. Madumo**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1823, Lethlabile B, distrik Brits, groot 234 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamer/s maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju, gelees word ten tye van die verkoping en sal ook by die kantoor van die Balju, Eerste Verdieping, Theogebou, Murraylaan, Brits, lê.

Geteken te Brits, op hede die 4de dag van Augustus 1994.

R. H. Van Onselen, vir Jonker van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha: KH107.)

Saak 3977/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **R. B. Mabena**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1836, Lethlabile B, distrik Brits, groot 216, vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamer/s maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju, gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Eerste Verdieping, Theogebou, Murraylaan, Brits, lê.

Geteken te Brits op hede die 4de dag van Augustus 1994.

R. H. Van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits, (Verw. mev. Botha:KH94.)

Saak 4076/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **J. Banda**, Eerste Eksekusieskuldenaar, en **R. Banda**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1832, Lethlabile B, distrik Brits, groot 221 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamer/s maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 (dertig) dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Eerste Verdieping, Theogebou, Murraylaan, Brits, lê.

Geteken te Brits, op hede die 4de dag van Augustus 1994.

R. H. Van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH110.)

Saak 3969/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **J. N. Jaro**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Serke Erf 1912, Lethlabile B, distrik Brits, groot 216 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamer/s maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 (dertig) dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju, gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Eerste Vloer, Thegebou, Murraylaan, Brits, lê.

Geteken te Brits, op hede die 4de dag van Augustus 1994.

R. H. Van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH96.)

Saak 3967/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **V. T. Mkhabela**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1577, Lethlabile B, distrik Brits, groot 324 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamer/s maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 (dertig) dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju, gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Eerste Verdieping, Thegebou, Murraylaan, Brits, lê.

Geteken te Brits, op hede die 4de dag van Augustus 1994.

R. H. Van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH98.)

Saak 4065/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **S. P. Molefe**,
Eerste Eksekusieskuldenaar, en **M. G. Molefe**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1934, Lethlabile B, distrik Brits, groot 249 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamer/s maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 (dertig) dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Eerste Verdieping, Thegebou, Murraylaan, Brits, lê.

Geteken te Brits, op hede die 4de dag van Augustus 1994.

R. H. Van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH104.)

Saak 1655/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **M. J. Mokwena**, Eerste Eksekusieskuldenaar, en **I. R. Kgantsi**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1108, Lethlabile B, distrik Brits, groot 216 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamer/s maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 (dertig) dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Eerste Verdieping, Theogebou, Murraylaan, Brits, lê.

Geteken te Brits, op hede die 4de dag van Augustus 1994.

R. H. Van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH115.)

Saak 1656/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **T. D. Ribele**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1624, Lethlabile B, distrik Brits, groot 234 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamer/s maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 (dertig) dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Eerste Verdieping, Theogebou, Murraylaan, Brits, lê.

Geteken te Brits, op hede die 4de dag van Augustus 1994.

R. H. Van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH117.)

Saak 1649/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **J. I. Moloi**, Eerste Eksekusieskuldenaar, en **M. H. Moloi**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1807, Lethlabile B, distrik Brits, groot 216 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Theogebou, Eerste Verdieping, Murraylaan, Brits, lê.

Geteken te Brits op hede die 4de dag van Augustus 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH116.)

Saak 3970/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **H. T. Sepeng**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere: Erf 2398, Lethlabile A, distrik Brits, groot 300 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Ludorfstraat 46, Brits, ter insae lê.

Geteken te Brits op hede die 4de dag van Augustus 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH95.)

Saak 1321/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **J. B. Moremi**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere: Erf 1054, Lethlabile B, distrik Brits, groot 216 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Thegebou, Eerste Verdieping, Murraylaan, Brits, lê.

Geteken te Brits op hede die 4de dag van Augustus 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:KH114.)

Saak 3971/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **M. P. Lefoka**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1586, Lethlabile B, distrik Brits, groot 216 vierkante meter.

Verbeterings: Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Thegebou, Eerste Verdieping, Murraylaan, Brits, lê.

Geteken te Brits op hede die 4de dag van Augustus 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha/KH93.)

Saak 1843/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **P. R. Tabane**, Eerste Eksekusieskuldenaar, en **S. G. Tabane**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 809, Lethlabile A, distrik Brits, groot 303 vierkante meter.

Verbeterings: Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Theogebou, Eerste Verdieping, Murraylaan, Brits, lê.

Geteken te Brits op hede die 4de dag van Augustus 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha: KH118.)

Saak 4064/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **A. L. Rathulwane**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 826, Lethlabile A, distrik Brits, groot 300 vierkante meter.

Verbeterings: Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Theogebou, Eerste Verdieping, Murraylaan, Brits, lê.

Geteken te Brits op hede die 5de dag van Augustus 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha: KH103.)

Saak 3968/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eksekusieskuldeiser, en **S. D. Mofokeng**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê:

Geliewe verder kennis te neem dat die eiendom op 18 November 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1120, Lethlabile B, distrik Brits, groot 225 vierkante meter.

Verbeterings: Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Theogebou, Eerste Verdieping, Murraylaan, Brits, lê.

Geteken te Brits op hede die 4de dag van Augustus 1994.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha: KH97.)

Saak 3096/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Andrew Colin Gray**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 22 September 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 9 November 1994 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1332, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal, adres Delgoastraat 16, Secunda.

Beskrywing van eiendom: Drie slaapkamers, een en 'n half badkamers, kombuis, sitkamer, eetkamer en twee motorhuise.

Groot 1044 (een nul vier vier) vierkante meters.

Geteken te Secunda op hede hierdie 5de dag van Oktober 1994.

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

Saak 3370/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **Alfred William Smith**, Eerste Verweerder, en **Johanna Maria Elizabeth Smith**, Tweede Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik eiendom Erf 467, Monument-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, ligging Reitzstraat 14, Monument-uitbreiding 1, Krugersdorp, in eksekusie verkoop op 16 November 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 4764/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Rudolph Marthinus van Niekerk**, First Defendant, and **Valeska van Niekerk**, Second Defendant

A sale in execution of the property described hereunder will take place on 17 November 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 2096, Primrose Township, Registration Division IR, Transvaal, measuring 864 (eight hundred and sixty-four) square metres, property also known as 24 Pine Avenue, Primrose East, Germiston, comprising entrance hall, lounge, family room, kitchen, three bedrooms, bathroom/toilet, shower/toilet, store-room and double garage.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18287/KD/PT.)

Case 9119/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cyril Claude McGee**, First Defendant, and **Imelda Theresa McGee**, Second Defendant

A sale in execution of the property described hereunder will take place on 14 November 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Erf 251, Rondebult Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, property also known as 31 Graskop Street, Rondebult, Germiston, comprising entrance hall, lounge, dining-room, kitchen, two bathrooms/toilet, three bedrooms, garage, servants' quarters with toilet.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18719/KD/PT.)

Case 8410/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Andries Johan Bezuidenhout**, Defendant

A sale in execution of the property described hereunder will take place on 14 November 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Section 45, as shown and more fully described on Sectional Plan SS35/1982 in the building or buildings known as Ambleside, situated at Dinwiddie Township, measuring 46 (forty-six) square metres, property also known as 313 Ambleside, Bagdon Road, Dinwiddie, Germiston, comprising entrance hall, bedroom, bathroom/toilet, kitchen and lounge.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18633/KD/PT.)

Saak 2577/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Limited**, Eiser, en **Rensleigh Broers Beleggings (Edms.) Beperk**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word by die kantore van die Balju Krugersdorp, te Ockersestraat 22B, Krugersdorp, op 9 November 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Resterende Gedeelte van Gedeelte 15 ('n gedeelte van Gedeelte 3) van plaas Doornspruit 507, Registrasieafdeling JQ, Transvaal, groot 38,5045 (agt-en-dertig komma vyf nul vier vyf) hektaar, onderworpe aan sekere servitute en veral die voorbehoud op minerale regte en ook geregtig op sekere servitute, en gehou kragtens Transportakte T43237/89.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Geen beskrywing kan verskaf word nie, aangesien die perseel ontruim was en gesluit.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddelik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Claude Reid, vir N. H. Barnaschone, Prokureur vir Eiser, UBS-gebou, Maitlandstraat, Bloemfontein.

Saak 13614/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Matsobane Klaas Madisha**, Eerste Verweerder, en **Raesibe Roselyn Madisha**, Tweede Verweerder

'n Geregtelike verkoping word gehou deur die Balju, Pretoria-Noord-Wes te Olivettihuis 603A, hoek van Schubart en Pretoriusstraat, Pretoria, op 10 November 1994 om 10:00:

Erf 6940, geleë in die dorpsgebied Saulsville, Registrasieafdeling JR, Transvaal, groot 210 vierkante meter, gehou kragtens Akte van Transport T15304/92 (voorheen geregistreer as alle reg, titel en belang in die huurpag, nou eiendomsreg in terme van artikel 2 van Wet No. 112 van 1991), geleë te Matabogestraat 27, Saulsville, A3.

Besonderhede word nie gewaarborg nie.

'n Baksteen woonhuis met teëldak, vinielteëlvloere en volvloermatte bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer.

Besigtig voorwaardes by Balju, Pretoria-Noord-Wes te Olivettihuis 202, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Saak 196/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Bethal Stadsraad**, Eiser, en **Paul Landsaat**, Verweerder

Ter uitvoering van 'n vonnis in die Landdroshof, Bethal, en lasbrief vir eksekusie gedateer 5 Maart 1992, sal die ondervermelde eiendom op 11 November 1994 om 11:00, te Kamer 83, van die Landdroskantoor te Bethal aan die hoogste bieder geregtelik verkoop word op die voorwaardes wat tydens die verkoping deur die afslaer voorgelees sal word en welke voorwaardes voor die verkoping by die Balju van die Landdroshof, Bethal, se kantoor nagegaan kan word:

Resterende gedeelte van Erf 295, geleë in die dorp Bethal, Registrasieafdeling IS, Transvaal, groot 1 428 vierkante meter, adres Kleynhansstraat 1, Bethal.

Verbeterings: Geen.

Gedateer te Bethal op hierdie 5de dag van Oktober 1994.

J. M. Marx, vir Hoffman & Marx, Prokureurs vir Eiser, Hoëveld Bandegebou, Scheepersstraat 8, Posbus 81, Bethal.

Saak 2591/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Maphumuzane Genius Nkosi**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Evander, toegestaan op 22 Augustus 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 9 November 1994 om 12:00, aan die hoogste bieder, naamlik:

1. Erf 5626, Embalenhle-uitbreiding 6-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 936 vierkante meter, gehou kragtens Akte van Transport TL58644/90.

2. Erf 5627, Embalenhle-uitbreiding 6-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 960 vierkante meter, gehou kragtens Akte van Transport TL53046/90.

3. Erf 5628, Embalenhle-uitbreiding 6-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 960 vierkante meter, gehou kragtens Akte van Transport TL53048/90.

4. Erf 2145, Embalenhle-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 263 vierkante meter, gehou kragtens Akte van Transport TL34739/86.

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

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

Geteken te Secunda op hierdie 5de dag van Oktober 1994.

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

Saak 1478/88

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **Champion Livestock Sales**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 29 Mei 1990, sal die ondervermelde eiendom op 17 November 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 221, Meyerton, Krugerstraat 7, Meyerton, Registrasieafdeling IR, Transvaal, groot 2 552 (twee vyf vyf twee) 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 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 51, 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 29ste dag van September 1994.

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

Saak 1221/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handeldrywende as **United Bank**, Eiser, en **Alexander Woolls**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 30 Mei 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 9 November 1994 om 12:00, by die Baljukantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, vier slaapkamers, twee badkamers en toilette, kombuis, drie motorhuise, motor-afdak, personeelkamer met kleedkamer en omheining aan drie kante.

Eiendom: Erf 5298, Secunda-uitbreiding 15, Registrasieafdeling IS, Transvaal, groot 1 114 (eenduisend eenhonderd-eneertien) vierkante meter, gehou kragtens Akte van Transport T42196/91, geleë te Berlinstraat 13, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 5de dag van Oktober 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.601.)

Saak 2516/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handeldrywende as **Allied Bank**, Eiser, en **Charles Albertus van Rooyen**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 17 Augustus 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 9 November 1994 om 12:00, by die Baljukantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, televisiekamer, kombuis, drie slaapkamers, twee badkamers met twee toilette, motorhuis, personeelkamer met toilet en ommuur aan drie kante.

Eiendom: Erf 2773, Secunda-uitbreiding 6, Registrasieafdeling IS, Transvaal, groot 1 039 (eenduisend nege-en-dertig) vierkante meter, gehou kragtens Akte van Transport T27708/91, geleë te Kommandant Oosthuizenstraat 18, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 6de dag van Oktober 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.699.)

Saak 16686/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Boland Bank Beperk**, Eiser, en **William Brooks Moffat Norman**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 6 September 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Noord-Oos, te N.G. Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 22 November 1994 om 10:00:

Erf 3074, geleë in die dorpsgebied Eersterus-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 317 (driehonderd en sewentien) vierkante meter, gehou kragtens Akte van Transport T26746/89, beter bekend as Hollyhockweg 492, Eersterus.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Woonhuis bestaande uit sitkamer, badkamer, toilet, kombuis, twee slaapkamers en motor oprit.

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

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantore van die Balju te Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria op hierdie 6de dag van Oktober 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Tel. 322-8490.) (Fax. 322-9314.) (Verw. AK/JB3 3031.)

Case 2927/94
PH 140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited and prior to that known as Nedbank Limited), Plaintiff, and **Choonara, Hassim Joseph**, First Defendant, and **Choonara, Zorrah**, 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 10 November 1994 at 10:00, at the offices of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Holding 8, Steelview Agricultural Holdings, Registration Division IQ, Transvaal, in extent 1,9282 (one comma nine two eight two) hectares, held under Deed of Transfer T32838/1991, situated at Plot 8, Second Avenue, Steelview Agricultural Holdings.

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

Improvements: Residential dwelling with outbuildings situated on an agricultural holding.

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 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, Vereeniging.

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

Orelowitz Attorneys, 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. N5746 (VER) Mr Orelowitz/ab.]; NCH Bouman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 5708/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOUD TE WITBANK

In die saak tussen **Nedbank**, Eiser, en **Fransoa Daniel Swart**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie gedateer 17 Februarie 1994, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, Delvillestraat, Witbank, op Vrydag, 4 November 1994 om 10:00:

Hoewe 103, Jackaroo AH-uitbreiding 2, Registrasieafdeling JS, Witbank.

Die eiendom synde 'n woonhuis met buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal, rente of Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank, en by die Eiser se prokureurs, Van Heerden & Brummer Ing.

Gedateer te Witbank op hierdie 22ste dag van September 1994.

Van Heerden & Brummer Ing., Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. mej. Robinson: 7276-54027.)

Case 9218/91

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **David Bukhosini**, First Defendant, and **Nombulelo Dorothy Bukhosini**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 21 January 1992 and a writ of execution dated 2 September 1994, the following will be sold in execution without reserve to the highest bidder on 4 November 1994 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeupoort Street, Boksburg:

Defendant's right, title and interest in certain Erf 16791, Vosloorus Extension 26 Township, Registration Division IR, Transvaal, measuring 375 (three hundred and seventy-five) square meters, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL39592/1990, situated at Erf 16791, Vosloorus Extension 26, Vosloorus.

Improvements: Single-storey dwelling brick under tile, lounge, two bedrooms, kitchen, bathroom, double garage and outside toilet.

Terms and conditions:

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

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

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

Dated at Boksburg on this the 28th day of September 1994.

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

Case 42963/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Joao Carlos Cristovao Louro**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 8 June 1994, and a warrant of execution dated 29 July 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 25 November 1994 at 10:00, in front of the Courthouse, Fox Street Entrance, Johannesburg:

Certain: Erf 1094, Kenilworth Township, Registration Division IR, Transvaal, situation 60-60A Leo Street, Kenilworth, Johannesburg.

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

Improvements: Two semi-detached dwellings consisting of two lounges, four bedrooms, two kitchens and two bathrooms.

Outbuildings: Two garages, two servants' rooms with two toilets, area 422 square metres, property's held under Deed of Transfer T24915/91.

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 an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4291/COLL/PM/LR.)

Case 50280/92

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Carlos Alberto Jesus da Silva**, First Defendant, and **Mrs Laura Maria Correia da Silva**, Second Defendant

Pursuant to a judgment of the above Honourable Court, dated 26 November 1993, 1st DR and 20 April 1994, 2nd DR and a warrant of execution dated 27 July 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 25 November 1994 at 10:00, in front of the Courthouse, Fox Street Entrance, Johannesburg:

Certain: Erf 545, Glenanda Township, Registration Division IR, Transvaal, situation 28 Yaron Avenue, Glenanda.

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

Improvements: A dwelling of brick and plaster under tile consisting of a lounge, dining-room, family room, kitchen, three bedrooms and two bathrooms, area 993 square metres.

Outbuildings: Double garage, maid's room with bathroom ensuite and laundry, established garden with pool, yard is walled with precast walls and electronically controlled security gates, property's held under Deed of Transfer T38554/86.

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 an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR2206/COLL/PM/VV.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the Offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 10 November 1994 at 10:00. Nedcor Bank Limited, Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per cent) of the purchased price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

Case: 11426/93.

Judgment Debtor: **Margaret Pearl Makapa.**

Property: Right of leasehold over Erf 129, Tembisa Extension 1 Township, Registration Division JR, Transvaal, situated at 129 Tembisa Extension 1 Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, bathroom, dining-room, toilet, three bedrooms and kitchen.

Outbuildings: Consisting of garage.

File Reference: LN3543.

Case: 12561/90.

Judgment Debtor: **Goli Titus Radebe.**

Property: Right of leasehold over Erf 84, Motsu Township, Registration Division IR, Transvaal, situated at 84 Motsu Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, bathroom, dining-room, toilet, three bedrooms and kitchen.

Outbuildings: Consisting of garage.

File Reference: L372/90.

Case: 10622/88.Judgment Debtor: **Khanakhana Samuel Maloba.***Property:* Right of leasehold over Erf 537, Isithama Township, Registration Division IR, Transvaal, situated at 537 Isithama Section, Tembisa.*Improvements:* Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen.*Outbuildings:* Consisting of five outside rooms.*File Reference:* L510/88.**Case: 6463/92.**Judgment Debtor: **Dinithoana Armeka Josephin Moale.***Property:* Right of leasehold over Erf 149, Leboeng Township, Registration Division IR, Transvaal, situated at 149 Leboeng Section, Tembisa.*Improvements:* Dwelling-house consisting of toilet, bathroom, dining-room, two bedrooms and kitchen.*Outbuildings:* Consisting of two outside rooms.*File Reference:* L242/92.**Case: 13050/92.**Judgment Debtor: **Flucky Nobela Khetiwe and Agnes Tirane Khethiwe.***Property:* Right of leasehold over Erf 429, Leboeng Township, Registration Division IR, Transvaal, situated at 429 Leboeng Section, Tembisa.*Improvements:* Dwelling-house consisting of toilet, bathroom, dining-room, two bedrooms and kitchen.*File Reference:* LL441/92.

L. J. van den Heever, for Schumanns, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Saak 10514/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP**In die saak tussen **Khayaalethu Home Loans (Pty) Limited**, Eiser, en **Mpumelelo Sydwell Zungula**, Eerste Verweerder, en **Nomnganga Xhosa Zungula**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 28 Oktober 1994 om 09:00, te Championstraat 25, Orkney, per publieke veiling deur die Balju verkoop word:

Erf 3559, tesame met die verbeteringe of geboue daarop geleë in die Kanana-dorpsgebied, gehou kragtens Grondbrief TL19752/90, groot 290 (tweehonderd en negentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).*Die wesentlike voorwaardes van verkoop is:*

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Klerksdorp hierdie 4de dag van Oktober 1994.

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

KENNISGEWING VAN GEREGETELIKE VERKOPINGTer uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry, sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 11 November 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer 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: 8266/94.**Vonnisskuldenaar: **B. A. Moloto**, Eerste Verweerder, en **M. M. Moloto**, Tweede Verweerder*Eiendom:* Erf 1772, 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 T35450/1992.*Beskrywing:* 'n Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. Beton motoroprit en betondak-teëls.*Verwysing:* Mnr. Botha/MB/223/94.

Saak: 7472/93.

Vonnisskuldenaars: **S. J. Malope**, Eerste Verweerder, en **R. L. Malope**, Tweede Verweerder.

Eiendom: Stand 57, Soshanguve-M, Registrasieafdeling JR, Transvaal, groot 560 (vyf ses nul) vierkante meter, gehou kragtens Akte van Transport T92780/1992.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer, gesinskamer en badkamer. Motorhuis en motorafdak. Die eiendom is omhein met baksteenmure.

Verwysing: Mnr. Botha/MB/259/92.

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 afslaaersgelde 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.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitrope van die Landdroshof van Vanderbijlpark en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 11 November 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark:

Eksekusieskuldeiser: **Nedcor Bank Beperk**, voorheen bekend as Nedperm Bank Beperk.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

4. Die eiendomme word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie:

1. Saak No.: 1359/93

Vonnisskuldenaar: **Nkani Jeremia Gwebu** en **Thulisiwe Clothildah Gwebu**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 18008, in die dorpsgebied Sebokeng-eenheid 14, Registrasieafdeling IQ, Transvaal.

Groot: 264 vierkante meter.

Verwysing: P3/25.

Beskrywing: Tweeslaapkamerhuis met sitkamer en kombuis.

2. Saak No.: 3492/92

Vonnisskuldenaar: **Betty Zanele Manzini**.

Eiendom: Gedeelte 16 van Erf 28, in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal.

Groot: 360 vierkante meter.

Verwysing: P2/106.

Beskrywing: Drie slaapkamerhuis met eetkamer, kombuis en badkamer.

Gedateer te Vanderbijlpark op hede die 5de dag van Oktober 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Case 20148/94
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 **Netshilonwe, Nditsheni Richard**, 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 10 November 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 1198, situated in the Township of Protea Glen, Registration Division IQ, Transvaal, being 1198, Protea Glen, Soweto, Johannesburg, measuring 216 (two hundred and sixteen) square metres.

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

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

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

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

Dated at Johannesburg on this the 6th day of October 1994.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N271.)

Saak 3676/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Trustbank**, 'n divisie van ABSA Beperk (86/04794/06), Eksekusieskuldeiser, en **Coff-Stone Makelaars BK**, Eerste Eksekusieskuldenaar, **Catharina Aletta Magdalena Boshoff**, Tweede Eksekusieskuldenares, en **Louis Petrus Boshoff**, Derde Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 28 Oktober 1993, sal die onderstaande eiendom geregtelik verkoop word te die eiendom op 11 November 1994 om 12:00, of so spoedig moontlik daarna, naamlik:

Erf 1446, geleë in die dorpsgebied West Acres-uitbreiding 8, Registrasieafdeling JT, Transvaal, groot 975 vierkante meter, onderworpe aan die voorwaardes vermeld in titelakte van voormelde eiendom kragtens Akte van Transport T35612/1987.

Die volgende verbeterings is op die eiendom, synde: Woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Nelspruit, ter insae lê.

Geteken te Nelspruit op hede hierdie 6de dag van Oktober 1994.

P. L. du Toit, vir Du Toit-Smuts, Du Toit Smuts-gebou, Andersonstraat 21B, Nelspruit. [Ref. Du Toit/MvR/T170/93 (Q0301).]

Saak 5344/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **NBS Bank Beperk** (87/01384/06), Eksekusieskuldeiser, en **Johan Gerhardus Fourie**, Eerste Eksekusieskuldenaar, en **Aletta Johanna Fourie**, Tweede Eksekusieskuldenares

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 29 Desember 1993, sal die onderstaande eiendom geregtelik verkoop voor die Landdroshof, op 4 November 1994 om 10:00, of so spoedig moontlik daarna, naamlik:

Erf 190, geleë in die dorpsgebied West Acres-uitbreiding 1, Registrasieafdeling JT, Transvaal, groot 991 vierkante meter, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T107400/1992.

Die volgende verbeterings is op die eiendom, synde: Woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.
2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof, Nelspruit, ter insae lê.

Geteken te Nelspruit op hede hierdie 6de dag van Oktober 1994.

P. L. du Toit, vir Du Toit-Smuts, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. [Verw. Du Toit/MvR/N725 (N282/93)]

Case 8479/94

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Christo Herman Botha**, First Defendant, and **Zacharia Catharina Botha**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 August 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 November 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Portion 121, of Erf 192, Klippoortjie Agricultural Lots Township, Registration Division IR, Transvaal, situated on 31 Fairyglens Street, Klippoortjie, in the Township of Klippoortjie, District of Boksburg, measuring 800 (eight hundred) square metres.

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

Building built of face brick, tiled roof comprising lounge, dining-room, kitchen, TV-room, entrance hall, three bedrooms, two bathrooms, shower, two w.c.'s and two garages.

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

Dated at Boksburg on this the 5th day of October 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00205/Mrs Kok.)

Case 2731/94

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, Plaintiff, and **P. L. Dyani**, First Defendant, and **T. F. Dyani**, Second Defendant, and **Z. J. Geveza**, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 23 March 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 November 1994 at 10:00, at the Sheriff's Office, 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 1411 (now known as 1245), Likole Extension 1 Township, Registration Division IR, Transvaal, situated on 1411 Likole Extension 1, 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 building built of brick, plaster and paint, tiled roof, comprising lounge, kitchen, three bedrooms, bathroom, w.c., porch and property fenced. 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 Boksburg on this the 5th day of October 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00087.)

Case 7991/93

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 **R. B. Mashazi N.O.**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 September 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 November 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 653, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, registered in the name of Phuti Darius Ramela, situated on 653 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 361 (three hundred and sixty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi-face brick building tiled roof comprising lounge, three bedrooms, kitchen, bathroom and w.c.

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

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

Dated at Boksburg on this the 5th day of October 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7620/Mrs Kok.)

Case 2939/91

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Pule Leonard Swartz**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 July 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 November 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 7151, Vosloorus Extension 9 Township, situated on 7151 Sithohimela Street, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 375 (three hundred and seventy-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, dining-room, kitchen, three bedrooms and bathroom.

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

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

Dated at Boksburg on this the 5th day of October 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A0864F/Mrs Teixeira.)

Case 914/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Ndimande, Khaya Sydney**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 15 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 452, situated in the Township of Spruitview Extension 1, Registration Division IR, Transvaal, being 452 Mkwanazi Street, Spruitview Extension 1, Alberton, measuring 551 (five hundred and fifty-one) square metres.

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

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

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

Dated at Johannesburg this 7th day of October 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/N227/fp.)

Saak 3839/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **NBS Bank Limited**, Eiser, en **A. P. Sinyosi**, Eerste Verweerder, en **M. R. Sinyosi**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Boksburg, gedateer 2 Junie 1993, en 'n lasbrief vir eksekusie gedateer 5 Mei 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Vrydag, 18 November 1994 om 11:15, deur die Balju vir die Landdroshof te Leeuwpootstraat 182, Boksburg, naamlik:

Sekere: Standplaas 170, Vosloorus-uitbreiding 8, Boksburg, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 170, Vosloorus-uitbreiding 8, Boksburg, groot 326 vierkante meter, gehou deur A. P. Sinyosi en M. R. Sinyosi, gehou onder Akte van Transport No. TL.20688/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Woning met sementstene, 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% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank-en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju, Leeuwpoortstraat 182, Boksburg.

Gedateer te Alberton op hede die 20ste dag van September 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. E. Ungerer/PP/N80.)

Case 5832/93

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

In the matter between **First National Bank of SA Ltd**, trading as Wesbank, Plaintiff, and **Mrs J. Philar**, Defendant

On 9 November 1994 at 11:00, the undermentioned property will be sold in execution at front of Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Stand 68, New Modder, held under Deed of Transfer T30766/90, Registration Division IR, Transvaal, situated at 2 Unity Street, New Modder, Benoni.

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

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

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

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

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

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

Dated at Benoni on this the 5th day of October 1994.

R. W. Wesemann, for I, Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. EW:P29.)

Saak 2263/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **NBS Bank Limited**, Eiser, en **W. N. Mduli**, Eerste Verweerder, en **L. Z. Mduli**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Boksburg, gedateer 7 Junie 1994, en 'n lasbrief vir eksekusie gedateer 19 Mei 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Vrydag, 18 November 1994 om 11:15, deur die Balju vir die Landdroshof te Leeuwpoortstraat 182, Boksburg, naamlik:

Sekere: Erf 17436, Vosloorus-uitbreiding 25-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Erf 17436, Vosloorus-uitbreiding 25, Boksburg, groot 294 vierkante meter, gehou deur W. N. Mduli en L. Z. Mduli, onder Akte van Transport No. TL38108/91.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Gepleisterde mure met teëldak bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

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

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju, 182 Leeuwpoortstraat, Boksburg.

Gedateer te Alberton op hede die 3de dag van Oktober 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N2363.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Taila Thomas Mahlangu**, First Defendant, and **Morongwe Shirley Mahlangu**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North-West, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 November 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 Erf 4100, situated in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 297 square metres, also known as 173 Moroe Street, Atteridgeville.

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

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X263.)

Saak 12556/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Dr. L. van Heerden**, Eiser, en **J. J. Viljoen**, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof, gedateer 17 Augustus 1992, en 'n lasbrief tot uitwinning, word die volgende eiendom in eksekusie verkoop op 9 November 1994 om 11:00, by die kantore van die Balju, Landdroskantoor, Harpurlaan, Benoni, aan die hoogste bieder:

Erf: Resterende Gedeelte van Gedeelte 108 van die plaas Putfontein 26, Registrasieafdeling IR, Transvaal, groot 2,4569 hektaar, gehou T12978/71.

Die eiendom bestaan uit: Onbekend.

Terme: Die koopprys sal betaalbaar wees soos volg:

- 1.1 'n Deposito van 10% (tien persent) van die koopprys sal betaalbaar wees by daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg.
2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van Benoni onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Benoni.

Geteken te Pretoria op hierdie 5de dag van Oktober 1994.

N. G. Breytenbach, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureauforumgebou, Pretoria. (Tel. 326-1250.) (Verw. Mnr. Breytenbach/svr.)

Saak 23931/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Muckleneuk Lanterns Regspersoon**, Eiser, en **Mnr. E. Biewenga**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 2 Mei 1994, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 22 November 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, te wete:

1. a. *Akteskantoorbeskrywing:* Eenheid 173, geleë te Resterende Gedeelte van Erf 763, van die Skema bekend as Muckleneuk Lanterns, Skemanommer SS61/80, groot 58 vierkante meter, onder geregistreerde Titelnommer: ST31742/1993.

b. *Straatadres:* Muckleneuk Lanterns 230, Silverstraat 205, Muckleneuk, Pretoria.

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

Eenslaapkamerwoonstel, badkamer, toilet, sit- en eetkamer, kombuis, onderdakparkering gebou met sement en stene.

2. *Verkoopvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van die Wet op Landdroshof, No. 32 van 1994, soos gewysig, asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 30ste dag van September 1994.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/5223.)

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 **Virgil Mark Saunders**, First Defendant, and **Griselda Rose Saunders**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 10 November 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 739, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, area 337 square metres, situation 194 Apollo Street, Ennerdale Extension 1, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, lounge, bathroom, kitchen and carport with wire fencing around the property.

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

Dated at Johannesburg on the 19th day of September 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/0059-50622.)

Case 13071/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Rodrigues, Augusto Carlos das Neves**, Execution Debtor

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

Certain: Erf 89, situated in the Township of Noldick, Registration Division IR, Transvaal, being 17 Deodar Street, Noldick, Meyerton.

Measuring: 992 (nine hundred and ninety-two) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of carport 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 22nd 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.210.)

Saak 7062/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK
In die saak tussen **Stadsraad van Witbank**, Eiser, en **S. A. Quick**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Witbank en 'n lasbrief vir eksekusie gedateer 26 Mei 1994, sal die vaste eiendom hierin genoem in eksekusie verkoop word voor die Landdroshof, Delvillestraat, Witbank, op Vrydag, 4 November 1994 om 10:00:

Erf 94, Jackaroo Park, Witbank, groot 1 700 vierkante meter, afdeling JS, Transvaal.

Die eiendom synde 'n woonhuis met buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal, rente of Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank en by die Eiser se prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank op hierdie 15de dag van September 1994.

Van Heerden & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. mev. Els/7354-54938.)

Case 45739/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and
Mr Jose Carlos Mendonca Gomes Rebelo, Defendant

Persuant to a judgment of the above Honourable Court, dated 1 August 1994, and a warrant of execution dated 9 August 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder at 10:00, on 25 November 1994, in front of the Court-house, Fox Street-entrance, Johannesburg.

Certain Erf 597, The Hill Extension 1 Township, Registration Division IR, Transvaal, situated at 27 Plinlimmon Road, the Hill Extension 1, Johannesburg.

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

Improvements: A dwelling consisting of an entrance hall, lounge, dining-room, a family room, kitchen, three bedrooms, two bathrooms and a scullery. *Outbuildings:* A servant's room with a toilet and shower, garage and a carport, area 911 square metres, property's held under Deed of Transfer T29910/88.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff, for the Magistrate's Court. The full conditions of sale may inspected at the offices of the Sheriff, at 100 Sheffied Street, Turffontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4390/COLL/PM/LR.)

Saak 249/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eiser, en **F. M. Mlotshwa**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank, en 'n lasbrief vir eksekusie gedateer 2 Junie 1994, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Delvillestraat, Witbank, op Vrydag, 4 November 1994 om 10:00.

Erf 166, Clewer, groot 873 vierkante meter, afdeling JS, Transvaal.

Die eiendom synde 'n woonhuis met buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal, rente op Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank, en by die Eiser se prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank, op hierdie 15de dag van September 1994.

Van Heerden & Brummer (Ingelyf), Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. Mev. Els.)

Case 33420/93
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 **Lecheko Anna Mamodiehli**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 17 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 14615, situated in the Township of Daveyton Extension 3, Registration Division IQ, Transvaal, being 15125 Zingwa Crescent, Daveyton, Benoni, measuring 302 (three hundred and two) square metres.

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

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

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

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

Dated at Johannesburg this 21st day of September 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Clazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/L.234/cb.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Du Plessis, Lodewikus Johannes**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 10 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 1075, situated in the Township of Ridgeway Extension 4, Registration Division IR, Transvaal, being 48 Donovan Street, Ridgeway Extension 4, Johannesburg, measuring 1 056 (one thousand and fifty-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, entrance hall, family room, study, laundry, four bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, carport, servant's room, bathroom and swimming-pool.

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

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

Dated at Johannesburg this 20th 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/bt/D.278.)

Saak 13098/94

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

In die saak tussen **Transnet Beperk**, Eiser, en **Diadla, Petrus**, 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, Benoni, Kempstonlaan 49, Benoni, op 17 November 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 Benoni, voor die verkoping ter insae sal lê:

Sekere: Erf 2459, Etwatwa-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, groot 253 (twee vyf drie) vierkante meter.

Die volgende inligting word verskaf in sake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit gekombineerde sit- en eetkamer, twee slaapkamers, badkamer/toilet en kombuis.

Buitegeboue bestaande uit: Geen.

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

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

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

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z15812.)

Saak 61778/94

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

In die saak tussen **Transnet Beperk**, Eiser, en **Fredericks, Anna**, 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, Benoni, Kempstonlaan 49, Benoni, op 17 November 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 Benoni, voor die verkoping ter insae sal lê:

Sekere: Erf 2468, Etwatwa-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, groot 253 (twee vyf drie) vierkante meter.

Die volgende inligting word verskaf in sake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit gekombineerde sit- en eetkamer, twee slaapkamers, badkamer/toilet en kombuis.

Buitegeboue bestaande uit: Geen.

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

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

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

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z12306.)

Saak 2814/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. J. Selemela**, Eerste Verweerder, en **D. E. Selemela**, Tweede Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Oberholzer en 'n lasbrief vir eksekusie gedateer 16 Augustus 1994, sal die ondergemelde eiendom per geregtelike veiling verkoop word te die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, op Vrydag, 25 November 1994 om 10:00:

Erf 4176, Khutsong, Registrasieafdeling IQ, Transvaal, groot 260 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL45096/88.

Woonhuis bestaande uit: Kombuis, sitkamer, drie slaapkamers, badkamer en toilet.

Saak 2814/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. J. Selemela**, Eerste Verweerder, en **D. E. Selemela**, 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 Vrydag, 25 November 1994 om 10:00, per publieke veiling deur die Balju, Oberholzer verkoop word:

Erf 4176, Khutsong, Registrasieafdeling IQ, Transvaal, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Khutsong, grootte 260 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Oberholzer hierdie 30ste dag van September 1994.

Oosthuizen & Roeland, Eggo Janstraat 64, Posbus 6280, Oberholzer, 2502.

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939 op Vrydag, 11 November 1994 om 10:00:

Eksekusiekrediteur-Nedcor Bank Beperk.

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat nodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200, onmiddellik na die verkoping, in kontant of deur 'n bank-gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, kan die koper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

Saak 9745/91.

Vonnisskuldenaar: **C. R. Ingham en L. J. Ingham.**

Eiendom: Hoewe 127, Golfview-landbouhoewes, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 1,9194 hektaar.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straataadres van eiendom: Hoewe 127, Golfview L/H, distrik Vereeniging.

Rente op vonnisskuld: 21,75% (een-en-twintig komma sewe vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930.
(Verwys. mev. Davel/6/328.)

Saak 5091/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mothiwe Philemon Thisane**, Eerste Verweerder, en **Dorah Thisane**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein en lasbrief tot geregtelike verkoop met datum 13 Februarie 1992, sal die ondervermelde eiendom geregtelik verkoop word op 11 November 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1204, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 273 vierkante meter, gehou kragtens Certifikaat van Geregistreerde Huurpag TL7299/1988, bekend as Molotlegi 1204, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit slaapkamer, kombuis, gekombineerde sit- en eetkamer. Die buitegeboue bestaan motorhuis, twee kamers en die perseel is omhein met draad.

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

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat 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, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir eiser, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N349.)

Saak 520/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Johannes Solly Mabuza**, Eerste Verweerder, en **Johanna Suzan Makepu Mabuza**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 1 Maart 1993, sal die ondervermelde eiendom geregtelik verkoop word op 11 November 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 4418, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 391 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL25270/1991, bekend as Erf 4418, Mohlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n teëldak wat bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, die buitegeboue bestaan uit 'n motorafdek en die perseel is omhein met 'n baksteenmuur.

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

Voorwaardes: R5 500 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.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou; Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N537.)

Case 11090/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phale David Segone**, First Defendant, and **Thokozani Cynthia Segone**, Second Defendant

Notice is hereby given that on 11 November 1994 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 5 July 1994, namely:

Certain right of leasehold in respect of Erf 735, Tsakane Extension 1, Registration Division IR, Transvaal, situated at 735 Tsakane Extension 1.

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

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

Dated at Boksburg on this the 30th day of September 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01385.)

Case 22853/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buti Jacob Mavimbela**, First Defendant, and **Mtialepule Esther Mavimbela**, Second Defendant

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

Certain right of leasehold in respect of Erf 902, kwaThema, Registration Division IR, Transvaal, situated at 9 Mngadi Street, kwaThema, Springs.

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

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

Dated at Boksburg on this the 3rd day of October 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01701.)

Case 2657/94

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

In the matter between **First National Bank of Southern Africa**, Plaintiff, and **Johannes Hendrik Strydom**, First Defendant, and **Petronella Zacharia Strydom**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan, and warrant of execution dated 25 July 1994, the property listed hereunder will be sold in execution on Friday, 11 November 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 168, Minnebron Township, Registration Division IR, Transvaal, measuring 801 (eight hundred and one) square metres, also known as 7 Freel Street, Minnebron, Brakpan.

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

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

Main building: Plastered walls under corrugated iron roof, lounge, dining-room, main plus two bedrooms, bathroom, toilet and kitchen.

Outbuildings: Double garage, servants' quarters, toilet and precast fencing.

The material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The purchaser 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.
- (c) A deposit of 10% (ten per cent) of the price, plus costs as in (b) above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 (fourteen) days of the sale date.
- (d) 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.
- (e) 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.
- (f) The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
- (g) The full conditions of the sale may be inspected at the Magistrate's Court or at the Sheriff's Office.

Dated at Brakpan on the 21st day of September 1994.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Attorneys for Execution Creditor, First Floor, Permanent Building, 511 Voortrekker Street; P.O. Box 878, Brakpan, 1540. (Tel. 835-2700.) (Ref. Mr Falconer/mmwb/bni.)

Case 5478/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Robert William Vroom**, Defendant

A sale in execution of the property described hereunder will take place on 7 November 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Remaining extent of Erf 310, South Germiston Township, Registration Division IR, Transvaal, measuring 793 (seven hundred and ninety-three) square metres, property also known as 389 President Street, Germiston South.

Comprising: Three bedrooms, bathroom, toilet, entrance hall, lounge, dining-room, double garage, carport, store-room, plus granny flat with kitchen, bathroom and toilet.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18323/kd/pt.)

Saak 9525/92

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

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

'n Verkoop word gehou deur die Balju, Kempton Park, Parkstraat 8, Kempton Park, op 10 November 1994 om 10:00:

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

Besonderhede word nie gewaarborg nie.

Industriële area met: Toilet, kombuis, motorparkerings en inry.

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

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

Saak 7363/92**IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS**

In die saak tussen **NBS Bank Beperk**, Eiser, en **Matlhotlhora Richard Makaleng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 6 Oktober 1992, die onderstaande eiendom te wete:

Erf 14066, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop word op 4 November 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 bestaan uit vier slaapkamers, badkamer, kombuis en eetkamer.

Voorwaardes van verkoping: Betaling van 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 21ste dag van September 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.) (Ref. mnr. J. A. Kruger/SST/M 1451.)

Case 14609/93

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 **Zophania Lushaba**, First Defendant, and **Thembeni Mary-Jane Lushaba**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 9 February 1994, the property listed hereunder will be sold in execution on Friday, 11 November 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 14546, KwaThema Extension 2 Township, Registration Division IR, Transvaal, measuring 461 (four hundred and sixty-one) square metres, known as Erf 14546, KwaThema Extension 2, Springs.

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

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

Outbuilding: Double garage.

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 Value-Added Tax, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchase immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 15,25 % (fifteen comma two five per centum) per annum, on all preferent creditor's claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 29th 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.)

Saak 23657/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Pretoria Bank Beperk**, Eiser, en **Hendrina Magaretha van der Merwe**, Verweerderes

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 18 November 1994 om 10:00 voor die Landdroskantoor, Van Zyl Smithstaat, Oberholzer, ter voldoening aan die vonnis van die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 30 Maart 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae sal lê te die Balju te Oberholzer:

Dorpsgebied Weldverdiend, Erf 391, Registrasieafdeling IQ, Transvaal, groot 2 379 vierkante meter, gehou kragtens Akte van Transport T49780/1990.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die beplaings van reël 46 van die Hooggeregshofwet, No. 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die wet en reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

Die verkoopprys sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping registreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 26% (ses-en-twintig persent) per jaar, en aan die verbandhouer teen 26% (ses-en-twintig persent) per jaar, op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Oberholzer, Posbus 710, Carletonville.

Geteken te Pretoria op hierdie 21ste dag van September 1994.

L. Delpont, vir Wilsenach, Van Wyk Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. [Tel. (012) 322-6951.] (Verw. mnr. Delpont/RW/32/030/9.)

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sipser, Max Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Johannesburg North, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 10 November 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, Johannesburg North, 131 Marshall Street, Johannesburg:

Erf 1184, Greenside Extension 2 Township, Registration Division IR, Transvaal, situated at 20 Clovelly Road, Greenside, Johannesburg, measuring 1 021 (one thousand and twenty-one) square metres, held under Deed of Transfer T21009/90.

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

Main building: Brick dwelling with a tiled roof consisting of kitchen, scullery, entrance hall, lounge, family room, dining-room, four bedrooms and two bathrooms.

Outbuildings: Double garage, servants' quarters, toilet and shower.

Zoning: Residential.

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

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

Dated: 23 September 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/6S683.)

Case 13109/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bothma, Brian Sinclair**, Defendant

In execution of 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 11 November 1994 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Portion 133, of Erf 1605, Brakpan-Noord Extension 3 Township, Registration Division IR, Transvaal, situated at 133 Wallace Close, Brakpan North Extension 3, Brakpan, measuring 544 (five hundred and forty-four) square metres.

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

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

Dated at Johannesburg on the 28th day of September 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammon & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. Tel. 917-4631. [Ref. Mrs Teixeira/A00168 (A168).]

Case 25351/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mohanial, Anil Kumar**, Defendant

In execution of 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 11 November 1994 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 1169, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated at 15 Gamka Rivier Crescent, Leachville Extension 1, Brakpan, measuring 891 (eight hundred and ninety-one) square metres.

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

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

Dated at Johannesburg on the 28th day of September 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00023 (UB23).]

Saak 28647/93
PH 507IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Zungu, Siyabonga Errol**, Eksekusieverweerder
Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 3 November 1994 om 10:00, by die kantore van die Balju, Marshallstraat 131, Johannesburg, van die ondergemelde eiendom:

Sekere Gedeelte 19 van die Keleberg Skema, Berea-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 85 (vyf-en-tagtig) vierkante meter, geleë te Kelenbergwoning 503, hoek van Joël- en Tudhopestraat, Berea.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Tweeslaapkamerwoning met 'n motorafdak.

Bestaande uit die volgende: Sitkamer, kombuis, badkamer, twee slaapkamers en motorafdak.

3. Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Marshallstraat 131, Johannesburg, of die Eiser se Prokureurs, Blakes Ing., te Sesde Verdieping, Santambanksentrum, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 26ste dag van September 1994.

C. W. S. S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Pleinstraat 14, Posbus 5315, Johannesburg, 2000.
(Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTZ003.)

Saak 10105/94
PH 507IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Kruger, David Jacobus**, Eerste Eksekusieverweerder, en **Kruger, Anna Magaretha**, Tweede Eksekusieverweerderes

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 1 November 1994 om 10:00, by die kantore van die Balju, Albertyn, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, New Redruth, Albertyn, van die ondergemelde eiendom:

Sekere Erf 628, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 814 (agthonderd en veertien) vierkante meter, geleë te Erf 628, Hartebeeslaan 115, Roodekop.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met veiligheidshekke, betonheining en plaveisel, motorhuis met enkelafdak, bediendekamer en toilet.

Bestaande uit die volgende: Sitkamer, eetkamer, kombuis, twee badkamers, drie slaapkamers, toilet, motorhuis, enkelafdak, bediendekamer en toilet, betonmure, plaveisel en veiligheidshekke.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Albertyn, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, New Redruth, Albertyn, of die Eiser se prokureurs, Blakes Ing., Sesde Verdieping, Santambanksentrum, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 26ste dag van September 1994.

C. W. S. S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Pleinstraat 14, Posbus 5315, Johannesburg, 2000.
(Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTK 003.)

Saak 17085/94
PH 507IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **De Bruyn, Coenraad Jacobus**, Eerste Eksekusieverweerder, en **De Bruyn, Cornelia Sophia**, Tweede Eksekusieverweerderes

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 1 November 1994 om 10:00, by die kantore van die Balju, Albertyn, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, New Redruth, Albertyn, van die ondergemelde eiendom:

Sekere Erf 375, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 858 (agthonderd agt-en-vyftig) vierkante meter, geleë te Waterboklaan 31, Roodekop.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met 'n betongrensmuur, swembad en plaveisel, enkelmotorhuis en motorafdak, met bediendekamer en toilet.

Bestaande uit die volgende: Drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, ingangsportaal, bediendekamer en toilet, swembad, enkelmotorhuis en motorafdak, beton grensmure en plaveisel.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Albertyn, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, New Redruth, Albertyn, of die Eiser se prokureurs, Blakes Ing., te Sesde Verdieping, Santambanksentrum, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 23ste dag van September 1994.

C. W. S. S. Potgieter, vir Blakes, Sesde Verdieping, Santambankgebou, Pleinstraat 14, Posbus 5315, Johannesburg, 2000.
(Tel. 833-6000.) (Verw. S. Potgieter/HVM/PTD 010.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Makgabutlane, Ramonyadiwa Zachariah**, First Execution Debtor, and **Makgabutlane, Mpho Selina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Nigel, on 11 November 1994 at 09:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection in the Magistrate's Court, Kerk Street, Nigel, prior to the sale:

Certain Erf 4308, situated in the Township of Duduza, Registration Division IR, Transvaal, being 4308 Kodisand Street, Duduza, Nigel, measuring 261 (two hundred and sixty-one) square metres.

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

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

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

Dated at Johannesburg this 28th 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/M747/fp.)

Case 6563/94

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

In the matter between **Nedcor Bank Limited**, trading as Nedbank, Plaintiff, and **Miss M. L. Ngwanamadzena**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned matter, a sale in execution will be held at the offices of the Sheriff, Johannesburg West, at 131 Marshall Street, Johannesburg, on Thursday, 10 November 1994 at 10:00, of the Defendant undermentioned property without a reserve price and on the conditions to be read out by the auctioneer namely the Sheriff, Johannesburg West, prior to the sale and which conditions can be inspected at the offices of the Sheriff, Johannesburg West, prior to the sale:

1. Erf 2005, Protea Glen Extension 1 Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres and held under Certificate of Ownership TE60787/92, also known as 2005 Protea Glen, Soweto.

1.1 **Improvements** (which are not warranted to be correct and are not guaranteed): Single storey pitched roof dwelling with lounge, dining-room, three bedrooms, bathroom and kitchen.

Zoning: Residential.

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

Dated at Pretoria on this the 23rd day of September 1994.

A. S. Schempers, for Weavind & Weavind Inc., Attorney for Plaintiff, Third Floor, Nedbank Building, 200 Andries Street, Pretoria. (Ref. A. S. Schempers/RP/NB0098.)

Saak 6665/94

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 Maria Brits**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 22 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 10 November 1994 om 10:00, by die Baljukantore 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 480, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 202 vierkante meter, ook bekend as Commissionerstraat 36, Kempton Park-uitbreiding 2, Kempton Park, gehou onder Titellakte T99200/92.

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

Verbeteringe: Sitkamer, badkamer, toilet, drie slaapkamers, kombuis, motorhuis, afdak, oprit, alles onder 'n sinkdak en ten volle omhein.

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

Gedateer te Kempton Park hierdie 11de dag van Oktober 1994.

M. M. Cowley, Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1439.)

Saak 6922/94

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 **Almarin Investments (Pty) Ltd**, Eksekusieskuldenaar

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

Erf: Hoewe 481, Bredell Agricultural Holding Uitbreiding 2, Kempton Park-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 1014 vierkante meter, ook bekend as Shamrockweg, Plot 481, Bredell Agricultural Holding, Kempton Park, gehou onder Titellakte T35664/80.

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

Verbeterings: Drie sitkamers, drie slaapkamers, eetkamer, vier toilette, vyf slaapkamers, nege motorhuise, kombuis, studeerkamer, familie/TV-kamer, swembad, kroeg, oprit, muurbalkamer, gimnasium, woonstel, sewe bediendekamers, pomp-kamer, alles onder 'n teëldak en omhein met beton- en baksteenmure.

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

Gedateer te Kempton Park hierdie 11de dag van Oktober 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/LU1439.)

Saak 9038/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Viviers Elizabeth Maria**, Identiteitsnommer 5707070013086, Verweerder

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

Erf 1089, The Orchards-uitbreiding 11-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 560 (vyfhonderd en sestig) vierkante meter, gehou kragtens Akte van Transport T23746/91.

Hierdie eiendom is geleë te Smitherspad 175, The Orchards.

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

Konstruksie: Mure—baksteen onder teël, plafon—komposisiebord, vloer—vinyl teëls en mat, en warmwatersisteem.

Buitegeboue: Afdak.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 6de dag van Oktober 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1251.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **George Bafounis**, First Defendant, and **Vasiliki Bafounis**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 10 November 1994 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Portion 8 of Erf 71, Corlett Gardens Extension 2 Township, Registration Division IR, Transvaal, measuring 608 square metres, held by the Defendants under Deed of Transfer T71693/88, situated at 17 The Willows, Service Road, Corlett Gardens Extension 2.

Improvements described hereunder are not guaranteed. The property consists of lounge, dining-room, three bedrooms, two bathrooms/w.c. and kitchen.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 5th day of October 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 12470/94

PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Bell, Michael John**, First Defendant, and **Bell, Pamela Joan**, Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Friday, 11 November 1994 at 10:00, at Ground Floor, 100 Grayston Drive, Sandown, to the highest bidder:

Erf 135, Petervale Township, Registration Division IR, Transvaal, measuring 2 194 square metres, held by Deed of Transfer T10458/71.

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

Main building: Single storey, brick walls, tiled roof, fitted carpets, lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms and entrance hall.

Additional features: Double garage, servants' quarters, filtered swimming-pool and paved surroundings, brick driveway, terraces and patio.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, Sandton.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) 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 cent) 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 27th day of September 1994.

Hertzberg-Margolis (Sandton), Ninth 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 17901/94

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

In the matter between **Southern Life Association Limited**, Plaintiff, and **M & M Precision Engineering (Pty) Ltd**, First Defendant, and **Alan Trevor Jenkins**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Randburg and warrant of execution dated 7 October 1994, the following movable property will be sold in execution on 27 October 1994 at 10:00, at the Judgment Debtor's premises, Unit 22, Southern Life Industrial Village, corner of Bernie en Elsecar Streets, Randburg, without reserve to the highest bidder:

The entire contents of Unit 1, Southern Life Industrial Village, Kya Sand, corner of Bernie and Elsecar Streets, Kya Sand Extension 2.

Dated at Randburg on this the 11th day of October 1994.

Simpson, Van Niekerk & Little, Plaintiff's Attorneys, Ground Floor, 271 Oak Avenue, Randburg. (Ref. Mrs van Niekerk/PA/2891.)

Case 17900/94

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

In the matter between **Southern Life Properties (Pty) Ltd**, Plaintiff, and **David Meano**, trading as Meano Conversions, Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Randburg and warrant of execution dated 29 September 1994, the following movable property will be sold in execution on 27 October 1994 at 10:00, at the Judgment Debtor's premises, Unit 22, Southern Life Industrial Village, corner of Bernie and Elsecar Streets, Randburg, without reserve to the highest bidder:

Certain: 1 x 3 office desks; 1 x 1 pool table; 1 x 1 wooden cupboard; 1 x 1 Fides bar fridge; 1 x 5 office chairs; 1 x 1 Samsung fax machine; 1 x 1 Tonco welder; 1 x large steel bender; 1 x 1 Fiac air compressor; 1 x 1 Black & Decker Sander; 1 x 1 Black & Decker Jig Saw; 1 x 1 Toyota 4x4 Reg JBM827T; 1 x 1 Ford Magnum 4x4 Reg RHM987T; 1 x 1 BMW LDV Reg EVR 132T; and 1 x 1 Toyota Landcruiser Reg PRZ393T.

Dated at Randburg on this the 11th day of October 1994.

Simpson, Van Niekerk & Little, Plaintiff's Attorneys, Ground Floor, 271 Oak Avenue, Randburg. (Ref. Mrs van Niekerk/PA/2977.)

Case 17029/94
PH 222IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Hattingh, Barend Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held by the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on 3 November 1994 at 10:00, of the undermentioned property, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Description: Erf 743, Berea Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T11429/1994.

Address: Situated at 44 Hillbrow Street, Berea, Johannesburg, zoned Residential (hereinafter referred to as the property).

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

Improvements: A single storey residential building of brick walls and plastered and corrugated iron roof, consisting of a lounge, dining-room, kitchen, four bedrooms, bathroom, w.c. and entrance hall. Outbuildings consist of a garage, two servants' quarters and two baths. The boundary has brick walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay collection commission to the Plaintiff's attorneys at the rate of 10% (ten per centum) on the purchase price bid, subject to a maximum of R100, and further pay all costs and expenses incurred in connection of the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Conditions: The conditions of sale may be inspected at the office of the Sheriff, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 14th day of September 1994.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N83553.)

Case 2040/92

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

In the matter between **Allied Bank** a Division of **ABSA Bank Ltd** (Reg. No. 86/04794/06), Plaintiff, and **Kingsley Dick Lunge Qwabe**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 June 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 November 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 1543 Vosloorus Extension 2 Township, situated on 1543 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, district of Boksburg, measuring 315 (three hundred and fifteen) square metres.

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

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6038/Mrs Teixeira.)

Case 8896/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Willem Jacobus Blom**, First Defendant, and **Karin Blom**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 6 September 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 November 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg to the highest bidder:

Certain: Erf 330, Bardene Extension 2 Township, situated on 9 Limbahout Avenue Bardene Extension 2, in the Township of Bardene Extension 2, district of Boksburg, measuring 1 160 (one thousand one hundred and sixty) square metres.

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

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00261/Mrs Teixeira.)

Case 11853/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Kazimierz Zbigniew Rassalski**, First Defendant, and **Tatiana Kazimiera Rassalski**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria, on Wednesday, 30 November 1994 at 10:00, of the undermentioned property of the defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria, and which will be read out prior to the sale:

Erf 28, situated in the Township of Faerie Glen, Registration Division JR, Transvaal, measuring 1 671 (one thousand six hundred and seventy-one) square metres, held by virtue of Deed of Transfer T28577/1979, known as 333 Vista Drive, Faerie Glen, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof consisting of entrance hall, lounge, dining-room, family room, study, kitchen, laundry, pantry, three bedrooms, bathroom/toilet, two toilets and a consulting room. Outbuildings consist of garage, two carports, servant's room, toilet, bathroom, store-room, swimming-pool.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 13th day of October 1994.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. (Tel. (012) 325-4185.) (Ref. D. Frances/JD HA2526.)

Case 6597/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Johanna Hendrika Hannay**, born Nieman, 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, Pretoria South, at 142 Struben Street, Pretoria, on Wednesday, 16 November 1994 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria South, at Eden Park, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad, Pretoria, and which will be read out prior to the sale:

Erf 584, situated in the Township of Clubview Extension 4, Registration Division JR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by virtue of Deed of Transfer T80494/91, known as 158 Mariana Street, Clubview Extension 4, Verwoerdburg, Transvaal.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with entrance hall, lounge, dining-room, family room, study, kitchen, four bedrooms, bathroom/shower/toilet/handbasin, bathroom/toilet/handbasin, jacuzzi and two showers. Outbuildings consist of garage, three carports, toilet/handbasin, laundry, store-room, pottery studio and swimming-pool.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 13th day of October 1994.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2474.)

Saak 1723/94

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 **Mautle Wilfred Mphahlele**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 1 Maart 1994, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 11 November 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere: Reg, titel en belang in die huurpag vir woondoeleindes ten opsigte van die onroerende eiendom bekend as Perseel 150, Blok BB, Soshanguve, groot 450 (vierhonderd-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 150.

Die geboude eiendom word beskryf as 'n Residensiële standplaas met woonhuis wat bestaan uit een verdieping, naamlik: Sit-/eetkamer, drie slaapkamers, badkamer, kombuis en waskamer met geriewe.

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, Wonderboom/Soshanguve.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordrag-kostes, oordrag belasting, 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 afslaaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Wonderboom/Soshanguve.

Geteken te Pretoria hierdie 12de dag van Oktober 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9539.)

Saak 980/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON
In die saak tussen **Die Stadsraad van Barberton**, Eiser, en **H. C. Tregoning**, Verweerder

Ingevolge 'n lasbrief van Barberton, sal die volgende eiendom per openbare veiling verkoop word op 11 November 1994 om 09:00, voor die Landdroskantoor, Barberton:

Erf 1098, geleë in die dorpsgebied Barberton, Registrasieafdeling 369 JU, Transvaal, ook bekend as hoek van De Villiers- en Knowlesstraat, Barberton.

Steengebou met sinkdak, steenbuitegebou met sinkdak en alle verdere verbeteringe.

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

Geteken te Barberton op hierdie 13de dag van Oktober 1994.

B. van Rensburg, vir Bekker van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/LP/RB50/B222.)

Saak 5382/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **Mercia Maud Fourie**, Verweerder.

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 Oktober 1993, sal die volgende onroerende eiendom, wat uitwinbaar verklaar is in eksekusie verkoop word op 24 November 1994 om 10:00, by die Balju van die Landdroshof, Meyerton, te Lochstraat 51, Meyerton:

Sekere Lot 71, Gardenvale-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 6,0820 hektaar.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bouverenigingwaarborg gelewer te word binne 14 (veertien) dae na die datum van die verkoping en welke waarborg vry van kommissie aan die Balju van die Landdroshof te Meyerton betaalbaar moet wees en 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 te Meyerton 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 14de dag van Julie 1994.

M. P. Coetzer, vir De Klerk Vermaak & Vennote Ing. Prokureurs vir Eiser, Overvaalgebou, Krugerlaan 28, Vereeniging, 1930. (Verw. mnr. Coetzer/MZ/MF4/U04856.)

Case 219/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntobeko Charley Diulane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution dated 10 March 1994, the following property will be sold in execution on 28 October 1994 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, viz:

All the Defendants right, title and interest in and to his/her right of leasehold in respect of Erf 3540, Wedela Extension 1, Registration Division IQ, Transvaal, in extent 247 (two hundred and forty-seven) square metres.

For Residential purposes.

Held by the Defendant under Certificate of Registered Grant of Leasehold TL66929/1991 known as Erf 3540, Extension 1 Wedela, upon which is erected a detached single storey dwelling said to consist of lounge, two bedrooms, full bathroom and kitchen.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 cash (or bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom, Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rated, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale may be inspected during office hours at the office of the Sheriff for Potchefstroom, Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/RS/A 9358.)

Saak 6672/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank**, 'n divisie van ABSA Bank, Vonnisskuldeiser, en **Dubula, M. W.**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 11 November 1994 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 8834, Tsakane-dorpsgebied, liggend 8834 Tsakane, Brakpan, grootte 250 m².

Verbeteringe: Sitkamer, twee slaapkamers, badkamer en kombuis.

Buitegeboue: Afdak.

Sonering: Residensieel.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.
 2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus Balju kommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.
 3. Die koper sal die transportakte asook munisipale belastinge, wat agterstallige en regskepte mag insluit, betaal asook die prokureurs en geregsbodekoste verbonde aan die verkoping.
 4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
 5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van Brakpan vanaf datum van hierdie kennisgewing.
- Geyser & De Kock, Glenley Huis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mej. Heunis/U492.)

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 Shirad Kara, 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 11 November 1994 at 10:00, at the offices of the Sheriff, 41A Beaconsfield, Vereeniging, namely:

A single-storey residence 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 cent) thereof together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or 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 cent) 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 11th day of October 1994.

McLoughlin, Porter & Venter Ing., 31 Merriman Avenue, Vereeniging; P.O. Box 931, Vereeniging. [Tel. (016) 22-5161.] (Ref. COLL/IG/N192.)

Saak 5185/94**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **C. J. N. Redelinghuys**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 22 April 1994, sal die onderstaande eiendom op 10 November 1994 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 279, geleë in die dorpsgebied Mountain View, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Denyssestraat 245, Mountain View, Pretoria, gesoneer vir verdeelbaar, woonhuis en buitegeboue.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, twee badkamers, twee toilette, vier slaapkamers, motorhuis, afdak, bediendekamer en toilet.

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

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 12de dag van Oktober 1994.

Dyason, vir Dyason Leopont, Eiser se Prokureurs, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/Mev. Botha/VF0410.)

Saak 30319/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. C. van Rensburg**, Eksekusieskuldenaar

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

Die eiendom wat verkoop word bestaan uit Erf 1212, geleë in die dorpsgebied Danville-uitbreiding 1, Pretoria, Registrasie-afdeling JR, Transvaal, bekend as Viviersstraat 200, Danville, Pretoria, gesoneer vir woonhuis en buitegeboue.

Beskrywing: Woonhuis bestaande uit sit-/eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, bediende-kamer en toilet.

Verbandhouer: Saambou, Hoofkantoor, Saamboupark, Alkantrantweg, Lynnwood Manor-uitbreiding 2.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 12de dag van Oktober 1994.

Dyason, vir Dyason Leopont, Eiser se Prokureurs, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/Mev. Botha/VF0412.)

Saak 1024/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **The African Bank Limited**, Eiser, en **K. J. Tlou**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om 11 November 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 1068, Blok L, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T49333/92, grootte 338 (driehonderd agt-en-dertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 7de dag van Oktober 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Prokureur vir Eiser, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/A15/70/EJ.)

Saak 758/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. S. Raphela**, Eerste Verweerder, en **A. M. Raphela**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om 11 November 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 13, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T1268/90, grootte 465 (vierhonderd vyf-en-sestig) 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 Oktober 1994.

C. J. van Wyk, vir Hack Stupel & Ross, Prokureur vir Eiser, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mn. Van Wyk/B49/250/EJ.)

Saak 4327/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **K. J. Lekhuleni**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om 11 November 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 23074, Mamelodi-uitbreiding 4, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL21684/92, grootte 260 (tweehonderd en sestig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

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

C. J. van Wyk, vir Hack Stupel & Ross, Prokureur vir Eiser, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mn. Van Wyk/B49/199/EJ.)

Saak 88/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Carletonville Stadsraad**, Eiser, en **W. J. P. Erasmus**, Verweerder

Ingevolge uitspraak van die Landdros van Oberholzer, en 'n lasbrief vir eksekusie teen goed gedateer 16 Mei 1994, sal die ondervermelde eiendom op Vrydag, 11 November 1994 om 10:00, voor die Landdroskantoor, Van Zyl Smitsstraat, Oberholzer, verkoop word, naamlik:

Erf 17, geleë in die dorpsgebied Welverdiend, Registrasieafdeling IQ, Transvaal, groot 1141 (een een vier een) vierkante meter, ook bekend as Eerste Laan 15, Welverdiend, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshoue, 1944, soos gewysig.
2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbepaalde balans tesame met rente daarop beteken teen 15,5% (vyftien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
3. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Stasiestraat 47, Oberholzer, nagesien word.

Gedateer te Oberholzer op hede die 29ste dag van September 1994.

P. J. P. van Staden, vir Van Vuuren & Van Staden, Eggo Janstraat 60, Posbus 6431, Oberholzer, 2502. (Tel. 01491-6715/6.) (Verw. Mev. Venter/E11649/52306.)

Saak 3345/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eksekusieskuldeiser, en **Mbengwa Abram Munyai**, Eerste Eksekusieskuldenaar, en **Ramodujwane Anna Munyai**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 2 Augustus 1994 toegestaan is, op 4 November 1994 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 1273, geleë in die dorpsgebied van kwaGuqa-uitbreiding 3, Registrasieafdeling JS, Transvaal, groot 327 (drie twee sewe) vierkante meter, gehou kragtens Akte van Transport T12090/1990.) **Straatadres:** Erf 1273, kwaGuqa-uitbreiding 3, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf '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 belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 4de dag van Oktober 1994.

Harvey Nortje Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 7242/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Phillipus Johannes Jacobus Duvenhage**, First Defendant, and **Amanda Duvenhage**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at Sheriff Pretoria East, Struben Street 142, Pretoria, on Wednesday, 16 November 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:

Remaining Extent of Erf 354, situated in the Township of Waterkloof, Registration Division JR, Transvaal (also known as 222 Milner Street, Waterkloof), measuring 1 104 (one thousand one hundred and four) square metres, held by Deed of Transfer T89406/92, subject to the conditions therein contained.

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

Single storey dwelling with iron roof consisting of entrance hall, lounge, family room, kitchen, three bedrooms, bathroom, w.c. and borehole.

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

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

V. Pieri, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. VP/ma/S591/93.)

Case 6964/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **George Sipho Zwane**, First Defendant, and **Brenda Ketiwe Zwane**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 27 July 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 November 1994 at 11:15, at the office of the Sheriff, 182 Leeuwoort Street, Boksburg, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 7341, Vosloorus Extension 9 Township, situated on 7341 Vosloorus Extension 9, District of Boksburg, measuring 409 (four hundred and nine) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, kitchen, bedroom, bathroom and separate 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 6th day of October 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6295/Mrs Teixeira.)

NOTICES 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, 9 November 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 purchase shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.
4. Improvements as set out hereunder are not guaranteed:

Case Number: 5374/94.

Judgment Debtor/s: **Thandiwe Joyce Verah Kumalo.**

Property: Right of leasehold over Erf 380, Moshoeshoe Township, Registration Division IR, Transvaal, situated at Erf 380, Moshoeshoe, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and two rooms.

Reference: MK0093.

Case Number: 6448/94.

Judgment Debtor/s: **Sonosakhle Elias Mncube.**

Property: Right of leasehold over Erf 9676, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 9676, Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MM0673.

Case Number: 4591/94.

Judgment Debtor/s: **Esrom Vusumuzi Mncwango.**

Property: Right of leasehold over Erf 1246, Nhlapo Township, Registration Division IR, Transvaal, situated at Erf 1246, Nhlapo, Katlehong.

Improvements: Semi-detached single storey brick built residence under asbestos roof comprising four rooms other than kitchen with outbuildings of a similar construction comprising toilet.

Reference: MM0643.

Case Number: 4008/94.

Judgment Debtor/s: **Mziyonke Simon Mngomezulu.**

Property: Right of leasehold over Erf 9592, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 9592, Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom.

Reference: MM0612.

Case Number: 5688/94.

Judgment Debtor/s: **Opdhlodlwana Pam Moratjana and Mapaqama Sara Moratjana.**

Property: Right of leasehold over Erf 2872 (formerly Erf 80), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2872 (formerly Erf 80), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MM0654.

Case Number: 6379/94.

Judgment Debtor/s: **Ramakgoale Lucas Mosoane and Mmaputle Cathrine Mosoane.**

Property: Right of leasehold over Erf 289, Ramakonopi-Oos Township, Registration Division IR, Transvaal, situated at Erf 289, Ramakonopi-Oos, Katlehong.

Improvements: Semi-detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MM0670.

Case Number: 6494/94.Judgment Debtor/s: **Tembile Ndevu.***Property:* Right of leasehold over Erf 9290, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 9290, Tokoza Extension 2.*Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.*Reference:* MN0207.**Case Number: 202/94.**Judgment Debtor/s: **Siphina Jonathan Nsuntya.***Property:* Right of leasehold over Erf 232, Ramakonopi-Oos Township, Registration Division IR, Transvaal, situated at Erf 232, Ramakonopi-Oos, Katlehong.*Improvements:* Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathrooms.*Reference:* MN0157.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent, Tel. (011) 825-1015.

**Case 31582/92
PH 482****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Plymouth Investments CC**, Defendant

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

The property is Erf 531, Johannesburg Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres and held under Deed of Transfer F5077/1947 situated at 164 Pritchard Street, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A part triple and part double storey office block consisting of shops and offices, constructed of reinforced concrete structure with brick infill, under metal roof and 8 parking bays.*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be furnished within fourteen days for the date of sale.

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

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

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. 336-0274.) (Dx. 257 Johannesburg.) (Ref. P. Sapire/Garth Hulley/F231.)

Saak 12381/94**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Cloete, Benjiel Bester**, Eiser, en **Cloete, Jan Sebastiaan Daniel**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, te Ockersesstraat 22B, Krugersdorp, op die 16de dag van November 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 91, Monument-dorpsgebied, Registrasieafdeling IQ, Transvaal en ook bekend as Paul Krugerlaan 82, Monument, Krugersdorp, grootte 1 048 m² (een nul vier agt) vierkante meter.*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:*Hoofgebou:* Sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, kombuis en gang.*Buitegeboue:* Dubbelmotorhuis, twee stoorkamers, bediendekamer, toilet/stort, swembad en lapa.*Konstruktueer:* Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 11de dag van Oktober 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/B615A.)

Saak 4149/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **Sipho Samuel Mthimunya**, 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 4 November 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraadkantore, Mhluzi, Middelburg, verkoop word:

Erf 3810, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 294 (tweehonderd vier-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL51018/90.

Losstaande baksteen en/of sement woonhuis onder sinkdak/teëldak/asbesdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Middelburg hierdie 7de dag van Oktober 1994.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

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, 10 November 1994 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

4. Improvements as set out hereunder are not guaranteed:

Case 6510/94. Judgment Debtor/s: **Bongani Elphas Dhladhla**. *Property:* Right of leasehold over Erf 224 Umnonjaneni Township, Registration Division IR, Transvaal, situated at Erf 224, Umnonjaneni, Tembisa. *Improvements:* Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising two garages, three store-rooms and toilet. *Reference:* MD0042.

Case 6811/94. Judgment Debtor/s: **Joseph Mhlupheki Dube**. *Property:* Right of leasehold over Erf 312, Leboeng Township, Registration Division IR, Transvaal, situated at Erf 312, Leboeng, Tembisa. *Improvements:* Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom. *Reference:* MD0044.

Case 4970/94. Judgment Debtor/s: **Ncanyelwa Chico Masemola**. *Property:* Right of leasehold over Erf 39, Leboeng Township, Registration Division IR, Transvaal, situated at Erf 39, Leboeng, Tembisa. *Improvements:* Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom. *Reference:* MM0567.

Case 6506/94. Judgment Debtor/s: **William Masombuka and Stephina Mathapelo Masombuka**. *Property:* Right of leasehold over Erf 438, Inxiweni Township, Registration Division IR, Transvaal, situated at Erf 438, Inxiweni, Tembisa. *Improvements:* Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom. *Reference:* MM0589.

Case 4969/94. Judgment Debtor/s: **Sipho Frank Nsimande**. *Property:* Right of leasehold over Erf 448, Tlamatlama Township, Registration Division IR, Transvaal, situated at Erf 448, Tlamatlama, Tembisa. *Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen. *Reference:* MN0184.

Case 6425/94. Judgment Debtor/s: **Shinki Justinus Pitse**. *Property:* Right of leasehold over Erf 268, Umfuyaneni Township, Registration Division IR, Transvaal, situated at Erf 268, Umfuyaneni, Tembisa. *Improvements:* Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and bathroom with outbuildings of a similar construction comprising three store-rooms and toilet. *Reference:* MP0021.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank (86/04794/06) Eksekusieskuldeiser, en **Josias Johannes Botha en Anna Magrieta Botha**, Eksekusieskuldenare

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof, op 17 Maart 1994, sal die onderstaande eiendom geregtelik verkoop word te die eiendom op 11 November 1994 om 10:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 41 ('n gedeelte van Gedeelte 11) van die plaas Heidelberg 249, Registrasieafdeling JT, Transvaal, groot 22,7266 (twee twee komma sewe twee ses ses hektaar), onderworpe aan die voorwaardes vermeld in die Titellakte van voormelde eiendom kragtens Akte van Transport T63589/87.

Die volgende verbeterings is op die eiendom, synde woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof;
2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Witrivier ter insae lê.

Geteken te Nelspruit op hede hierdie 6de dag van Oktober 1994.

P. L. du Toit, vir Du Toit-Smuts, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. [Verw. Du Toit/MvR/T187/91(QO163.)]

NOTICE OF SALE IN EXECUTION

All the sale in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park on Thursday, 10 November 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 4% (four per centum) Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Case 176/93. Judgment Debtor/s: **Elizabeth Nana Langa**. Property: Right of leasehold over Erf 148, Maokeng Township, Registration Division IR, Transvaal, situated at 148 Maokeng Section, Tembisa. Improvements: Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen. File Reference: L541/92.

L. J. van den Heever, for Schumanns, 12 Voortrekker Street; P.O. Box 67, Kempton Park.

NOTICE OF SALES IN EXECUTION — IMMOVABLE PROPERTY

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).

Sale in execution of the undermentioned properties are to be held at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 17 November 1994 at 10:00.

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

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

1. **Case No.: 18184/94** (File Ref. Mr Du Plooy/GT1904).

Execution Debtors: **Dirk Jacobus Stoffberg and Anna Elizabeth Stoffberg**.

Property: Erf 1497 Henley-On-Klip Township, Registration Division IR, Transvaal, measuring 1 707 square metres, held by virtue of Deed of Transfer T53536/93, known as 1497 Iffley Avenue, Henley-On-Klip.

Improvements: Unimproved vacant land.

2. **Case No.: 18081/94** (File Ref. Mr Du Plooy/GT1906)

Execution Debtors: **Robert Henry Pieterse and Veronica Sarah Pieterse**.

Property: Erf 264, situated in the Township of Rust-ter-Vaal, Registration Division IQ, Transvaal, measuring 397 square metres, held by virtue of Deed of Transfer T80877/89, known as 11 Siprus Street, Rust-ter-Vaal.

Improvements: Two bedrooms, bathroom, kitchen and a lounge.

3. **Case No.: 18076/94** (File Ref. Mr Du Plooy/GT1901).

Execution Debtor: **Beverly Ann Tegner**.

Property: Holding 175, Walker's Fruit Farms Small Holdings, Registration Division IQ, Transvaal, measuring 4 0471 hectares, held by virtue of Deed of Transfer T17148/88, known as Holding 175, Walker's Fruit Farms Small Holdings.

Improvements: Unimproved vacant land.

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

Case 18059/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntoagae Thibedi Andries**, Defendant

In execution of 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, Church Street, Nigel, on 11 November 1994 at 09:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Church Street, Nigel, prior to the sale:

Erf 8505, Duduza Township, Nigel, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 8505, Duduza Township, Nigel.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 6th day of October 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. N27682/PC.)

Case 16347/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Govender Paramalingum Chinnakanoo**, Defendant

In execution of 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, 50 Edwards Avenue, Westonaria, on 11 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, prior to the sale:

Erf 1617, Lenasia South Township, Registration Division IQ, Transvaal, measuring 600 (six hundred) square metres, situated at 1617 Camelia Crescent, Lenasia South 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, bathroom and a toilet. Outbuildings: Two garages and carports.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 5th day of October 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. G27722/PC.)

Case 29981/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Padayachee, Thavarasan**, First Defendant, and **Padayachee, Gonasoundrey**, 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 at the Sheriff's Offices, 50 Edwards Avenue, Westonaria, on 11 November 1994 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff, prior to the sale:

Erf 1576, Lenasia South Township, Registration Division IQ, Transvaal, measuring 616 (six hundred and sixteen) square metres, situated at 1576 Azalea and Lotus Streets, Lenasia South Township.

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

Outbuilding: Two 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 5th day of October 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. P18492/PC.)

Case 21772/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rajpal, Mahesh**, Defendant

In execution of 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, 50 Edwards Avenue, Westonaria, on 11 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, prior to the sale:

Erf 3191, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, measuring 715 (seven hundred and fifteen) square metres, situated at 3191 Radium Place, Lenasia South Extension 7 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 5th day of October 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. R28356/PC.)

Case 19237/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zindela, Mziwefa Mboniseni**, Defendant

In execution of 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, 50 Edwards Avenue, Westonaria, on 11 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, prior to the sale:

Erf 3150, Bekkersdal Township, Registration Division IQ, Transvaal, measuring 309 (three hundred and nine) square metres, situated at Erf 3150, Bekkersdal Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 6th day of October 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. Z23891/PC.)

Case 19547/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ackerman, Norman Butinyane**, Defendant

In execution of 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 10 November 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, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 36 of Erf 343, Moroka Township, Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Portion 36 of Erf 343, Moroka Township.

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

Dwelling under tiled roof, two bedrooms, kitchen, dining-room and bathroom.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 5th day of October 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. A23899/PC.)

Case 26996/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabula, Francina**, Defendant

In execution of 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 10 November 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, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 523 (now renumbered 22477) Zone 2, Meadowlands Township, Registration Division IQ, Transvaal, measuring 180 (one hundred and eighty) square metres, situated at Erf 523 (now renumbered 22477) Zone 2, Meadowlands Township.

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

Dwelling under asbestos roof, bedroom, kitchen and dining-room.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 5th day of October 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. M24688/PC.)

Case 27771/90

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabunda, Donald Vella**, First Defendant, and **Mabunda, Namhla Gugulethu**, 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 10 November 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, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 165, Pimville Zone 7 Township, Registration Division IQ, Transvaal, measuring 344 (three hundred and forty-four) square metres, situated at Erf 165, Pimville Zone 7 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:
 Dwelling under iron roof, lounge, dining-room, kitchen, three bedrooms and bathroom. 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 7th day of October 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. M13293/PC.)

Case 9629/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mofokeng, Thomas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 10 November 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, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11696, Orlando Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, situated at Erf 11696, Orlando Township.

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

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 7th day of October 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. M27218/PC.)

Case 16528/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moleko, Nelli Paulina**, Defendant

In execution of 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 10 November 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, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1550, Moroka Township, Registration Division IQ, Transvaal, measuring 409 (four hundred and nine) square metres, situated at Erf 1550, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:
 Dwelling consisting of two bedrooms, dining-room and kitchen. Outbuilding: 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 5th day of October 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. M21435/PC.)

Case 15862/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Soobramoney, Inthiran**, First Defendant, and
Soobramoney, Sarasvathie, 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 10 November 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 8922, Lenasia Extension 10 Township, Registration Division IQ, Transvaal, measuring 650 (six hundred and fifty) square metres, situated at Erf 8922, Senegal Street, Lenasia Extension 10 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 11th day of October 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. S23590/PC.)

Case 17330/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makhubela, Boyana Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Offices at 8 Park Street, Kempton Park, on 10 November 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 124, Ibaxa Township, Tembisa Registration Division IR, Transvaal, measuring 266 (two hundred and sixty-six) square metres, situated at Erf 124, Ibaxa Township, Tembisa.

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

Dwelling consisting of lounge, dining-room, kitchen, three bedrooms and toilet. Outbuilding: 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 the 5th day of October 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. M15355/PC.)

Case 15162/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mwale, Ntonto Maria**, First Defendant, and
Dinithoana Armeke Moale, 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 10 November 1994 at 10:00, of the undermentioned property of the Defendants 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 483, Temong Township, Tembisa, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 483, Temong 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. 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 the 6th day of October 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. M14859/PC.)

Case 23692/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndala, Buyaphi John**, First Defendant, and **Ndala, Anna**, 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, 8 Park Street, Kempton Park, on 10 November 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 209, Emfihlweni Township, Tembisa, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 209, Emfihlweni 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. Outbuilding: 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 the 5th day of October 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. N16856/PC.)

Case 19299/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Qaku, Valiphi Lenox**, First Defendant, and **Qaku, Nomaphuthaphutha**, 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 10 November 1994 at 10:00, of the undermentioned property of the Defendants 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 740, Umthambeka Township, Tembisa Registration Division IR, Transvaal, measuring 281 (two hundred and eighty-one) square metres, situated at Erf 740, Umthambeka Township, Tembisa.

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

Dwelling consisting of lounge, dining-room, kitchen, two bedrooms and toilet. Outbuilding: 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 the 5th day of October 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. Q15857/PC.)

Case 3008/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rankoko, Sonny**, First Defendant, and
Rankoko, Mafihfirela Olga, 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 10 November 1994 at 10:00, of the undermentioned property of the Defendants 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 558, Temong Township, Tembisa, Registration Division IR, Transvaal, measuring 257 (two hundred and fifty-seven) square metres, situated at Erf 558, Temong Township, Tembisa.

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

Dwelling consisting of lounge, 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 6th day of October 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. R13767/PC.)

Case 9556/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sabelo, Bongane Harwin**, First Defendant, and
Sabelo, Bangakazi Lina, 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 Sheriff's Offices at 8 Park Street, Kempton Park, on 10 November 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 101, Umthambeka Township, Tembisa, Registration Division IR, Transvaal, measuring 330 (three hundred and thirty) square metres, situated at Erf 101, Umthambeka 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.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 6th day of October 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. S14317/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molaba, Kgoadi Elliott**, First Defendant, and **Molaba, Dijelwang Maureen Johanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, North View, 45 Richards Drive, Halfway House, on 9 November 1994 at 14:30, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 773, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 1 019 (one thousand and nineteen) square metres, situated at Erf 773, Alexandra East Bank Township.

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

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 20th 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. M17999/PC.)

Case 28939/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Somo, Phuti Abel**, First Defendant, and **Somo, Khishiwe Emely**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, North View, 45 Richards Drive, Halfway House, on 9 November 1994 at 14:30, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1060, Alexandra Extension 7 Township, Registration Division IR, Transvaal, measuring 100 (one hundred) square metres, situated at Erf 1060, Alexandra Extension 7 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 27th 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. S22673/PC.)

Case 16203/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gonyela, Mnyamezeli Morris**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 9 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 14038, Kagiso Extension 10 Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 140 (one hundred and forty) square metres, situated at Erf 14038, Kagiso Extension 10 Township, Krugersdorp.

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 this the 5th day of October 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. G27690/PC.)

Case 19938/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nxumalo Nkosinathi Emmanuel**, First Defendant, and **Nxumalo Fiki Phydellis**, 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 at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 9 November 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 Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 10934, Kagiso Extension 6 Township, Krugersdorp, Registration Division IQ, Tranvaal, measuring 312 (three hundred and twelve) square metres, situated at Erf 10934, Kagiso Extension 6 Township, Krugersdorp.

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

Dwelling under tiled roof, lounge, 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).

Signed at Johannesburg on the 27th 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. N28056/PC.)

Case 4025/90

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Moerane Kagiso Jonathan**, First Defendant, and **Moerane Sheila Mmakgaura**, 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, at 182 Leeupoort Street, Boksburg, on 11 November 1994 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, at 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 6940, Vosloorus Extension 9 Township, Boksburg, Registration Division IR, Transvaal, measuring 375 (three hundred and seventy-five) square metres, situated at Erf 6940, Vosloorus Extension 9 Township, Boksburg.

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

Dwelling under tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

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).

Signed at Johannesburg on the 5th day of October 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. M10693/SC.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mokoena Thabo Abel**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 6 November 1993, will be sold in execution on Thursday, 10 November 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 426, Naturena Township, Registration Division IQ, Transvaal, in extent 1 001 (one thousand and one) square metres, situated at 98 Pienaar Street, Naturena, Johannesburg.

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

Residence, single storey dwelling, detached.

Walls: Brick, klinker and plaster.

Roof: Tiles.

Floor: Fitted carpets and tiles.

Rooms: Lounge, dining-room, kitchen, two bedrooms, bathroom, shower and toilet.

Outbuildings: Single carport and toilet.

Boundary: Fenced and timber.

Improvements: Fence, paving and patio.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 28th day of September 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Docex. DX.571.) (Ref. Mr Steyn/803.)

Case 6404/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Malope Sydney**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 30 June 1994, will be sold in execution on Thursday, 10 November 1994 at 10:00, in front of the offices of the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 4835, Eldoradopark Extension 4 Township, Registration Division IQ, Transvaal, in extent 381 (three hundred and eighty-one) square metres, situated at 30 Willowmore Street, Eldoradopark Extension 4, Johannesburg.

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

Residence, single storey dwelling, detached, walls — brick and plaster, roof — corrugated iron, floor — fitted carpets and tiles, rooms — lounge, kitchen, three bedrooms, bathroom and toilet, outbuildings — carport and store and boundary — concrete walls.

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

Dated at Johannesburg on the 4th day of October 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/1004.)

Case 02715/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moloto, Mokgadi Sophonia**, First Defendant, and **Moloto, Mogabude Jeanette Dihlodiso**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 10 November 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 30, Ibazelo Township, Registration Division IR, Transvaal, situation Lot 30, Ibazelo Section, Tembisa, area 300 (three hundred) square metres.

Improvements (not guaranteed): Lounge, dining-room, three bedrooms, bathroom, separate toilet, kitchen, garage, under tiled roof and property enclosed.

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

Signed at Johannesburg on the 4th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. KP21E/mgh/tf.)

Case 16288/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sea Investments CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 11 November 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 1209, Parkmore (Jhb) Township, Registration Division IR, Transvaal, situation 131 First Street, Parkmore, Sandton, area 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, study, four bedrooms, two bathrooms, kitchen, two garages, swimming-pool, under tiled roof, staff quarters and ablutions and property enclosed.

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

Signed at Johannesburg on the 29th day of September 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. SN69E/mgh.)

Case 23139/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shongwe, Jacob Arthur**, First Defendant, and
Shongwe, Khukhwenyane Milly, 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, 10 November 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 728, Naturena Township, Registration Division IQ, Transvaal, situation 131 Malta Road, Naturena, area 950 (nine hundred and fifty) square metres.

Improvements (not guaranteed): A vacant stand.

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

Dated at Johannesburg on the 30th day of September 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ123E/mgh.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thornbird Property Holdings CC**, Defendant:

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Midrand, at Unit 2 Northview, 45 Richard Drive, Halfway House, on Wednesday, 9 November 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: Portion 9 of Erf 83, Kelvin Township, Registration Division IR, Transvaal, situation 32 Louise Way, Kelvin, Sandton, area 1 784 (one thousand seven hundred and eighty-four) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages/store-rooms, swimming-pool, jacuzzi, under tiled roof, staff quarters and property enclosed.

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

Dated at Johannesburg on the 20th day of September 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. SN65E/mgh.)

Case 13049/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dickson, Fatima**, 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, 10 November 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 5827, Eldorado Park Extension 7 Township, Registration Division IQ, Transvaal, situation 4 Illinois Street, Eldorado Park Extension 7, area 354 (three hundred and fifty-four) square metres.

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

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

Dated at Johannesburg on the 23rd day of September 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NV185E/mbh/tf.)

Case 21935/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Coombes: Lionel**, 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, 10 November 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: A unit consisting of:

(a) Section 49, as shown and more fully described on Sectional Plan SS19/179, in the scheme known as Xanadu, in respect of the land and building or buildings situated at Yeoville Township, Johannesburg Local Authority, of which section the floor area, according to the said sectional plan is 120 (one hundred and twenty) 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, situation Flat CG1, Xanadu, 13 Cavendish Road, Yeoville.

Improvements (not guaranteed): Lounge/dining-room, two bedrooms, two bathrooms, kitchen and carport/parking bay.

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 sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on the 20th day of September 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV61E/mgh/tf.)

Case 20055/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Samuels: Philip**, 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, 10 November 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 75, Meredale Township, Registration Division IQ, Transvaal, situation 39 May Street, Meredale, area 2 026 (two thousand and twenty-six) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms, toilet/washbasin, kitchen, pantry, three carports, swimming-pool, under tiled roof, property enclosed and staff quarters with ablutions.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per 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 sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on the 4th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ119E/mgh/tf.)

Case 28539/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Soombur: Sooknarrayan**, 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), at 131 Marshall Street, Johannesburg, on Thursday, 10 November 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 3521, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, situation 8 Gardenia Avenue, corner of Camelia Avenue, Lenasia Extension 2, area 321 (three hundred and twenty-one) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof, ablutions and property enclosed.

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

Auctioneer's charges are payable on the day of sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on the 3rd day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ77E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joseph, Innes Samuel**, First Defendant, and **Joseph, Marlene Lena**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia North), at 131 Marshall Street, Johannesburg, on Thursday, 10 November 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 8292, Eldoradopark Extension 9 Township, Registration Division IQ, Transvaal, situated at 16 Jacob Street, Eldoradopark Extension 9, area 358 (three hundred and fifty-eight) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof, property enclosed.

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

Dated at Johannesburg on this the 4th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NY83E/mgh/tf.)

Case 12402/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rensburg, George Cchristopher**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Vereeniging, at De Klerk Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 10 November 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 3858, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situated at 19 Agaat Street, Ennerdale Extension 5, area 263 (two hundred and sixty-three) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof, property enclosed.

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

Dated at Johannesburg on this the 6th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. OZ22E/mgh/tf.)

Case 31369/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngcobo, Wellington**, Defendant

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

Certain: All right, title and interest in the leasehold in respect of Erf 20793, Meadowlands Township, Registration Division IQ, Transvaal, situated at Erf 829A Zone 5, Meadowlands, area 210 (two hundred and ten) square metres.

Improvements (not guaranteed): Dining-room, two bedrooms, kitchen, garage, under asbestos roof and two staff quarters.

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

Dated at Johannesburg on this the 6th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NO84E/mgh/tf.)

Saak 22442/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Möller, Daniel de Waal**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning gedateer 25 Julie 1994, sal 'n verkoping van onroerende eiendom gehou word te die eiendom op 8 November 1994 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, te Sheffieldstraat 100, Turffontein, voor die verkoping ter insae sal lê:

Sekere Gedeelte 35 van Erf 109, Townsview-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport T19883/1987, groot 1 107 vierkante meter.

'n Woonhuis met buitegeboue geleë te Valdastraat 9, Townsview, Johannesburg.

Terme: Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 plus BTW], 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 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg op hierdie 20ste dag van September 1994.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, Budget-gebou, hoek van Loveday- en Kerkstraat, Johannesburg. (Tel. 472-1318.) (Ref. mnr. Scholtz/vb/JCT618.)

Case 1846/90

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

In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited) (Reg. No. 87/01384/06), Judgment Creditor, and **Chinnasamy Maduray**, First Judgment Debtor, and **Jeevarani Maduray**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution the property listed hereunder which was attached on 29 September 1994, will be sold in execution on Friday, 11 November 1994 at 10:00, at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, to the highest bidder:

Portion 13 of Erf 3314, in the Township of Lenasia South Extension 7, Registration Division IQ, Transvaal, in extent 351 (three hundred and fifty-one) square metres, situated at 13/3314 Platinum Crescent, Lenasia South Extension 7.

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

Residence: Single storey dwelling, detached, built of bricks and painted plaster and under 26 degree pitched tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* None. *Improvements:* Boundary fencing and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for the Magistrate's Court, 50 Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 11th October 1994.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/MR/W05035/N25.95.)

Case 17102/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ngwenya: Bongani Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 11 November 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Portion 26 of Erf 3313, in the Township of Lenasia South Extension 7, Registration Division IQ, Transvaal, in extent 284 (two hundred and eighty-four) square metres, situated at Portion 26 of Erf 3313, Platinum Crescent, Lenasia South Extension 7.

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

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

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D McCarthy/J Soma/MN6638.)

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

In the matter between **Juda Nkosi**, Plaintiff, and **John Masondo and 9 others**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the Moutse Magistrate's Court, Hof Street, Elandsdoring, Moutse, on 16 November 1994 and at 10:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Holding 52, Dennilton, Registration Division JS, Transvaal, measuring 7,2815 (seven comma two eight one five) hectares, held by Deed of Transfer T16602/1944.

Holding 120, Dennilton Registration Division JS, Transvaal, measuring 4,2827 (four comma two eight two seven) hectares, held by Deed of Transfer T53607/1990.

Holding 204, Dennilton, Registration Division JS, Transvaal, measuring 4,2827 (four comma two eight two seven) hectares, held by Deed of Transfer T18252/1992.

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

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

Dated at Pretoria, on this 6th day of October 1994.

Matlala Incorporated, Eighth Floor, Standard General building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West 0101, Docex 70. (Tel. 326-8923/4/5.) (Ref. SH/jm/C5987.) (Fax. 323-7431.)

Case 17384/94

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

Nedcor Bank Limited, Plaintiff, **The Trustees from time to time of A & M Trust (1507/91)**, Defendant

A sale in execution of the undermentioned property is to be held at Portion 7, of Erf 121, Die Heuwel Township, known as 26 Culemborg Street, Die Heuwel, on Friday, 25 November 1994 at 9:00.

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: Portion 7, of Erf 121, Die Heuwel Township, Registration Division JS, Transvaal, (known as 26 Culemborg Street, Die Heuwel).

Improvements: Double storey - three bedrooms, kitchen, lounge, family room, two bathrooms, dining-room and two garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. Du Plooy/LVDM/GT1831.)

Case 17284/94

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

Nedcor Bank Limited, Plaintiff, **The Trustees from time to time of A & M Trust (1507/91)**, Defendant

A sale in execution of the undermentioned property is to be held at Erf 877, Del Judor Extension 2 Township (known as 13 Ursula Street, Del Judor), on Friday, 25 November 1994 at 11:00.

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 877, Del Judor Extension 2 Township, Registration Division JS, Transvaal (known as 13 Ursula Street, Del Judor).

Improvements: Four bedrooms, dining-room, two family rooms, three bathrooms, kitchen, two lounges, study, three garages, servant's quarters and a swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. Du Plooy/LVDM/GT1830.)

Case 9465/94

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

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

A sale in execution of the undermentioned property is to be held at Sheriff, Halfway House, 2 North View, 45 Richards Drive, Halfway House, on Wednesday, 9 November 1994 at 14:30:

Full conditions of sale can be inspected at the Sheriff, Halfway House, 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 948, Sunninghill Extension 54 Township, Registration Division IR, Transvaal, and Erf 960, Sunninghill Extension 54, Registration Division IR, Transvaal (known as 39 Tana Road, Sunninghill Extension 54).

Improvements: Double storey, six open plan offices, three full bathrooms, kitchen, store-room, double garage, double carport and entertainment room with jacuzzi.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1610.)

Case 18193/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jennifer Anne Ter Beest**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 17 November 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, 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: Portion 25 (a portion of Portion 4) of the Farm Nooitgedacht 176, Registration Division IR, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1905.)

Case 17324/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbaleni William Mtunzi**, First Defendant, and **Nyankwabe Julia Mtunzi**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 11 November 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: Erf 1263, situated in the Town of Mamelodi, Registration Division JR, Transvaal (also known as Erf 1263, Section D, Mamelodi West).

Improvements: Single storey, two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1836.)

Case 18078/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Segegede Daniel Nkosi**, First Defendant, and **Nyenyiwe Bettie Nkosi**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 25 November 1994 at 10:00:

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

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

Property: Erf 5945, Township of Mhluzi Extension 3, Registration Division JS, Transvaal (also known as Stand 5945, Mhluzi Extension 3, Middelburg).

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1889.)

NOTICE OF SALE: IMMOVABLE PROPERTY

A sale in execution of the undermentioned properties is to be held at Magistrate's Court, Delville Street, Witbank, on Friday, 18 November 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, 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 No. 14795/94 (File ref. Mr Du Plooy/GT1802).

Execution Debtor: **Hilton Mafulong Solomon Mphila.**

Property: Erf 1118, Kwa Guqa Extension 3 Township, Registration Division JS, Transvaal.

Improvements: Single storey - 3 bedrooms, kitchen, lounge, bathroom.

2. Case No. 17668/94 (File Ref. Mr Du Plooy/GT1837).

Execution Creditor: **Moses Johannes Sibiya and Hilda Linidwe Sibiya.**

Property: All right, title and interest to the leasehold in respect of:

Erf 1426, situated in the Township Kwa Guqa, Ext. 2, Registration Division JS, Transvaal.

Improvements: 2 bedrooms, bathroom, kitchen, lounge.

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

Saak 1540/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Shoprite Checkers Pty Ltd**, Eiser, en **J. Borret**, handeldrywende as Hypersound & TV, Verweerder

Ten uitvoerlegging van 'n vonnis deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Rustenburg, op 2 November 1994 om 11:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die Balju, Landdroshof, Smutslaan, Rustenburg. Die verkoping vind plaas voor die Landdroskantoor, Van Stadenstraat, Rustenburg.

Sekere Erf 1148, Rustenburg, in die voorstad Geelhoutpark-uitbreiding 4, Rustenburg, Registrasieafdeling JQ, Transvaal, groot 900 vierkante meter, ook bekend as Red Adlerstraat 32.

Verbeteringe: Geen verbeteringe in verband hiermee word gegee nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen opdrag wat verseker moet word deur 'n bank- of bougenootskap of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns oor die eiendom geregistreer is.

Geteken te Rustenburg op hierdie 13de dag van Oktober 1994.

Wessels & Le Roux Ing., Tweede Verdieping, Unitedgebou, Steenstraat 60, Rustenburg. (Verw. EL/NE/V612.)

Saak 900/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Francois Pierre Rossouw**, Eksekusieskuldenaar

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 3 April 1994, sal die hierondervermelde eiendom geregteelk verkoop word op 4 November 1994 om 12:00, te Bergstraat 2, Heidelberg-uitbreiding 1, aan wie die hoogste aanbod maak:

Erf 3539, geleë in die dorp Heidelberg, Registrasieafdeling IR, Transvaal, groot 2 591 (tweeëuisend vyfhonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T62576/91.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae te die kantore van die geregsbode, Heidelberg, Transvaal. Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys.

Geteken te Heidelberg hierdie 12de dag van Oktober 1994.

C. J. P. Oelofse, Eiser se Prokureurs, Ueckermannstraat 60, Heidelberg, 2400. [Tel. (0151) 9-5150.] (Verw. mev. Van Rooyen/uvr.)

Case 900/93

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

In the matter between **ABSA Bank**, Plaintiff, and **Francois Pierre Rossouw**, Defendant

On 4 November 1994 at 12:00, a public auction will be held at 2 Berg Street, Heidelberg Extension 1, at which the Sheriff of the Magistrate's Court will, pursuant to the Judgment and a warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 3539, situated in the Township of Heidelberg, Registration Division IR, Transvaal, also known as 2 Berg Street, Heidelberg, measuring 2 591 (two thousand five hundred and ninety-one) square metres, held by Deed of Transfer T62576/91.

The material conditions of sale are:

1. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen days) of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantees payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

2. The purchaser shall pay to the Sheriff of the Magistrate's Court fees in the amount of 4% (four per centum) of the total purchase price for acting as auctioneer.

Dated at Heidelberg on this the 12th day of October 1994.

C. J. P. Oelofse, Attorneys for Plaintiff, 60 Ueckermann Street, Heidelberg, 2400. [Tel. (0151) 9-5150.] (Ref. Mrs Van Rooyen/uvr.)

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 8 November 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 IR, 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, 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 11th day of October 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.)

Saak 1430/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), voorheen United Bouvereniging, Eksekusieskuldeiser, en **Salamon Stephanus Jacobus van der Watt**, Eksekusieskuldenaar

Ten uitvoering van 'n uitspraak van bogemelde Hof en 'n lasbrief tot uitwinning gedateer 5 September 1994, sal die ondergemelde goedere op Vrydag, 11 November 1994 om 11:00, by die Landdroskantoor, Kamer 83, Bethal, aan die hoogste bieder verkoop word:

Erf 1384, geleë in die dorp Bethal-uitbreiding 3, Registrasieafdeling IT, Transvaal, groot 1 086 (eenduisend ses-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T36428/90.

Geteken te Bethal op hierdie 5de dag van Oktober 1994.

E. van der Walt, vir Cohen, Pretorius, Cronje & Van der Walt, Feldcogebou, Clercqstraat, Posbus 63, Bethal. (Verw. L0266.)

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Stephanus Johannes la Cante**, First Defendant, and **Catharina Isabella la Cante**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 22 November 1994 at 11:00, to the highest bidder:

Certain Erf 56, situated in the Township of Ekklesia Extension 1, Registration Division JR, Transvaal, measuring 1 004 (one thousand and four) square metres, situated at 187 Roets Street, Ekklesia, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act, and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

The following improvements are known of which nothing is guaranteed:

Description of property: House: lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, entrance hall, scullery, front stoep, shower and TV-room. *Outbuildings:* Double garage at present used as flatlet. *Other:* Alarm system, borehole, walls, gates and paving.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at 1210 Pretorius Street, Pretoria.

Signed at Pretoria on this the 14th day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1067.)

Case 1006/94

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

In the matter between **NBS Bank Limited**, Reg. No. 87/01384/06, Plaintiff, and **Christian Ernest Schutte**, First Defendant, and **Wanda Schutte**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Portion 83, De Onderstepoort, Bon Accord, old Warmbath Road, on 2 December 1994 at 11:00, to the highest bidder:

Certain Erf 1291, situated in the Township of Pretoria North, Registration Division JR, Transvaal, measuring 2 552 square metres, situated at 143 Jack Hindon Street, Pretoria North.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrate's Courts Act, and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House: lounge, dining-room, kitchen, pantry, study, four bedrooms, two bathrooms, shower, two w.c.'s, entrance hall, living-room, scullery, laundry and dressing-room. *Flatlet:* Three bedrooms, kitchen and lounge. *Outbuildings:* Three garages and two outbuildings. *Other:* Aluminium awning, bbq, borehole, swimming-pool, brick screenwall and brick paving.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at Portion 83, De Onderstepoort, Bon Accord, old Warmbath Road.

Signed at Pretoria on this the 14th day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1127.)

Case 50324/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Leon van Rooyen**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at NG Sinodale Centre, 234 Visagie Street, Pretoria, on 22 November 1994 at 10:00, to the highest bidder:

Certain Section 27, as shown and more fully described on Section Plan SS53/83, in the scheme known as Loveway Gardens, in respect of the land and building situated in the Township of Muckleneuk, Registration Division JR, Transvaal, measuring with a floor area of 88 (eighty-eight) square metres, situated at Loveway Gardens 602, 425 Walker Street, Muckleneuk.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Flat: Lounge/dining-room, kitchen, two and a half bedrooms and two w.c.'s. *Common property facilities:* Lock-up garage, garden and drying area.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 14th day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1275.)

Case 47538/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited (Reg. No. 87/01384/06)**, Plaintiff, and **Martin Coetzee**, First Defendant, and **Wanda Coetzee**, Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff, of the Court, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 10 November 1994 at 10:00, to the highest bidder:

Certain: Erf 358, situated in the Township of Suiderberg, Registration Division JR, Transvaal, measuring 722, square metres, situated at corner of Alliance & Brilliant Road, Suiderberg, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrate's Court Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Vacant Stand.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Olivetti House 607, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria, on this the 13th day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Mrs T. Kartoudes/MB/N1245.)

Case 22197/94**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 **Seva Investments CC (CK 92/26625/23)**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston North, on 17 November 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 North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain: (1) (a) Section No. 80 as shown and more fully described on Sectional Plan SS 183/1991, in the scheme known as Agulhas, in respect of the land and building or buildings situated at Bedford Gardens Township, Bedfordview Local Authority, of which the floor area according to the said Sectional Plan, is 121 (one hundred and twenty-one), square metres in extent;

(b) 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 ST7473/94.

(2) An exclusive use area described as Parking Bay No. P41, measuring 26 (twenty six) square metres being as such part of the common property, comprising the land and the scheme known as Agulhas, in respect of the land and buildings situated at Bedford Gardens Township, Bedfordview Local Authority, as shown and more fully described on Sectional Plan No. SS183/1991 held under Notarial Deed of Cession No. SK448/94.

(3) An exclusive use area described as Parking Bay No. P42, measuring 24 (twenty four) square metres being as such part of the common property, comprising the land and the scheme known as Agulhas, in respect of the land and building or buildings situated at Bedford Gardens Township, Bedfordview Local Authority, as shown and more fully described on Sectional Plan No. SS183/1991 held under Notarial Deed of Cession No. SK448/94, being Flat No. 1008, Agulhas, 16 Kirby Street, Bedford Gardens.

Measuring: 121 (one hundred and twenty one), 26 (twenty six) and 24 (twenty four) square metres.

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

A simplex brick built residence with concrete roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms and two toilets. The common property consists of two parking bays.

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

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

Dated at Johannesburg, this 13th day of October 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S.593.)

Case 59436/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Eduard Albertus Smit**, Defendant

A sale will be held at Room 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 November 1994 at 10:00 of:

Section No. 3 as shown on Sectional Plan SS63/80 in the building Cornelia, situated at Portion 1, of Erf 390, Pretoria Township, Local Authority, City Council of Pretoria, measuring 62 square metres and an undivided share in the common property in the land and building held under Deed of Transfer Number ST572/94, known as flat 3, Cornelia, 14 Pretorius Street, Pretoria.

Particulars are not guaranteed: One bedroomed flat with lounge, kitchen and bathroom with toilet and shower.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc., (Tel. 328-6770.) (Ref. N1A-419218/JAA/J. S. Herbst.)

Case 6217/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Louis Jacobus Strydom**, 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, 11 November 1994 at 11:00, of:

Erf 362, situated in the Township Florauna Extension 2, Registration Division JR, Transvaal, measuring 1 918 square metres, known as 814 Florauna Street, Florauna Extension 2.

Particulars are not guaranteed: Dwelling with TV-room, lounge, dining-room, kitchen, four bedrooms, two bathrooms, toilet, scullery and grass roof lapa.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-414172/JAA/J. S. Herbst.)

Case 19443/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Evelyn Ann Goosen**, First Defendant, and **Johan Goosen** (in his capacity as Surety), Second Defendant

A sale in execution will be held on Thursday, 10 November 1994 at 10:00, by the Sheriff for Johannesburg, at 131 Marshall Street, Johannesburg, of:

Portion 1 of Erf 50, situated in the Township Greenside, Registration Division IR, Transvaal, in extent 1 296 square metres, known as 45 Greenside Road, Greenside, Johannesburg.

Particulars are not guaranteed: Dwelling with family room, dining-room, kitchen, three bedrooms, bathroom, study, scullery and two staff-rooms.

Inspect conditions at the Sheriff for Johannesburg at 131 Marshall Street, Johannesburg.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-387504/JAA/J. S. Herbst.)

Case 74495/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Michael Johannes Vermeulen**, Defendant

A sale in execution will be held on 16 November 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Portion 16 of the Farm Swartkop 383, Registration Division JR, Transvaal, measuring 8,5653 hectares, known as Plot 16, Philirene Street, Swartkop, Pretoria.

The following improvements are reported to be on the property (but nothing is guaranteed): Single-storey dwelling, brick walls, fitted carpets, tiles, novilon, IBR roof, lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, shower, two w.c.'s, family room, laundry, two front stoeps, three garages, store, three fitted boreholes with tank on steel stand, fenced, brick screenwalls and concrete pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria South.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9070.)

Saak 1037/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PHALABORWA GEHOU TE PHALABORWA

In die saak tussen **Stadsraad van Phalaborwa**, Eksekusieskuldeiser, en **A. van Zyl**, Eerste Eksekusieskuldenaar, en **L. Siebert**, Tweede Eksekusieskuldenaar

Ingevolge vonnis toegestaan in bogenoemde Hof, word die eiendom hieronder in eksekusie verkoop op Vrydag, 4 November 1994 om 10:00, voor die Landdroskantore, Sealeneweg, Phalaborwa, aan die hoogste bieder:

Erf 2722, geleë in die dorp Phalaborwa-uitbreiding 8, Registrasieafdeling LU, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter ook bekend as Chatstraat 17, Phalaborwa.

Verbeterings: Woonhuis.

Voorwaardes: Die koopprys sal betaalbaar wees by wyse van 'n 10% (tien persent) deposito in kontant op die dag van verkoping en die balans van die koopsom moet verseker word deur lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 21 dae na die dag van verkoping en betaalbaar teen registrasie van transport.

Die volle voorwaardes sal ter insae lê by die kantoor van die Balju en sal uitgelees word voor die verkoping.

Gedateer te Phalaborwa op hede die 26ste dag van September 1994.

J. C. Coetzee, vir Coetzee & Van der Merwe, Mediese-sentrum, Posbus 217, Phalaborwa, 1390. [Tel. (01524) 3365/6/7.]

Case 18012/94

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Van Wyk, Casper Adriaan**, Defendant

In execution of 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, 17 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 43 of Erf 179, Meyerton Farms Township, Registration Division IR, Transvaal, measuring 1 130 m², held by the Defendant under Deed of Transfer T16252/1994, being 4 Aardvark Street, Meyerton Park, Meyerton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/w.c./hand wash basin, kitchen, laundry, bathroom/w.c./shower, hand wash basin, double garage and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 3rd day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99451/FCLS/Mr Brewer/djl.)

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Abraham Hermanus Kotze**, First Defendant, and **Judith Marianna Kotze**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 95 Carlyle Street, Orkney, on Wednesday, 16 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 2132, Orkney Township, Registration Division IP, Transvaal, measuring 1 908 m², held by the Defendants under Deed of Transfer T10860/1988, being 95 Carlyle Street, Orkney.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 3rd day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z33016/FCLS/Mr Brewer/djl.)

Case 15275/93

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 **Bierman, Barend Jacobus**, Defendant

In execution of 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, 17 November 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 221, Three Rivers Township, Registration Division IQ, Transvaal, measuring 4 800 m², held by the Defendant under Deed of Transfer T82811/1992, being 148 General Hertzog Street, Three Rivers.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms, four w.c.'s, separate shower, kitchen, pantry and double garage. Granny flat consists of two rooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 3rd day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70183/FCLS/Mr Brewer/djl.)

Case 34232/93
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 **Martin, Erwin Henry**, First Defendant, and **Martin, Yvette Joseline**, 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, 17 November 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 4951, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, measuring 439 m², held by the Defendants under Deed of Transfer T19546/87, being 4951 Minette Avenue, Odin Park, Ennerdale.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c., kitchen, patio 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 29th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78661/FCLS/Ms. Isola/Mr Brewer/plr.)

Case 6505/94
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 **Lush, Darrell Edward**, First Defendant, and **Lush, Melanie Joy**, 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 Du Pesanle Building, Joubert Street, Germiston, on Monday, 14 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston South, at Du Pesanle Building, 72 Joubert Street, Germiston:

Erf 275, Rondebult Township, Registration Division IR, Transvaal, measuring 992 m², held by the Defendants under Deed of Transfer T29206/1990, being 50 Swartberg Street, Rondebult.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, servant's room, shower/w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z46890/FCLS/Ms Isola/Mr Brewer/ab.)

Case 32086/93
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 **Barends, Lawrence Bertram**, Defendant

In execution of 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Section 12, as shown and more fully described on Sectional Plan SS134/1983, in the building or buildings known as Roseacres 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 71 m², held by the Defendant under Certificate of Registered Sectional Title ST134/1983(12)(UNIT), being Unit 12, 301 Roseacres, corner of Goldreich & Banket Street, Hillbrow.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, bedroom, bathroom/w.c., separate w.c./shower 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 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 15th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78767/FCLS/Ms Isola/Mr Brewer/cvdm.)

Case 14684/93
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 **Cousins Patricia**, Defendant

In execution of 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 276, Glenanda Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by the Defendant under Deed of Transfer T1609/1992, being 56 Klipriviers Road, Glenanda.

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

The dwelling consists of: Entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms/w.c., dressing-room, kitchen, double garage, servants' quarters and outside 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 9th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70164/Ms Isola/cvdm.)

Case 3804/93
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 **Meyer Sandra Matilda**, Defendant

In execution of 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 122, Newlands Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by the Defendant under Deed of Transfer T17692/92, being 137 Waterfall 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, family room, kitchen, two bedrooms, bathroom/w.c., store-room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64818/FCLS/Ms Glyn/Mr Brewer/hs.)

Case 34635/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mbengashe Temba Goodluck**, First Defendant, **Mbengashe Faith Nowelile**, Second Defendant, **Sobantu Felix Temba**, Third Defendant, and **Sobantu Judith Mandisa**, Fourth Defendant

In execution of 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 152, Jeppestown South Township, Registration Division IR, Transvaal, measuring 307 (three hundred and seven) square metres, held by the Defendants under Deed of Transfer T42827/92, being 2 Kent Street, Jeppestown.

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, kitchen, laundry, bathroom/w.c., carport, store-room, outside w.c. and servant's room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78328/FCLS/Ms Glynn/Mr Brewer/hs.)

Case 4277/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Masondo Philane Leonard**, Defendant

In execution of 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 49 Kempston Avenue, Benoni, on Thursday, 17 November 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, Benoni, at 49 Kempston Avenue, Benoni.

The right of leasehold in respect of Stand 5766, Etwatwa Township, Registration Division IR, Transvaal, measuring 300 (three hundred) m², held by the Defendant under Certificate of Registered Grant of Leasehold TL38832/90, being Stand 5766, Etwatwa Extension 3, Benoni.

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

The dwelling consists of: Lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70342/Mr Preiss/kw.)

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 **Mabidikama Tsepo Shadrack**, First Defendant, and **Mabidikama Matime Christinah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 8 Park Street, Kempton Park, on Thursday, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 493, Tlamatlama Township, Registration Division IR, Transvaal, measuring 486 (four hundred and eighty-six) m², held by the Defendants under Certificate of Registered Grant of Leasehold TL7025/86, being Stand 493, Tlamatlama Section, Tembisa, Kempton Park.

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

The dwelling consists of: Lounge, two bedrooms, bathroom/w.c., separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98479/Mr Preiss/kw.)

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 **Mojatau Matshidiso Logan Lavisa**, First Defendant, and **Mojatau Magdeline**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 182 Leeupoort Street, Boksburg, on Friday, 11 November 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 1956, Dawn Park Extension 30 Township, Registration Division IR, Transvaal, measuring 800 (eight hundred) m², held by Defendants under Deed of Transfer T101995/92, being Stand 1956, Galahad Road, Dawn Park Extension 30, Boksburg.

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

The dwelling consists of: Three bedrooms, one and a half 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 13th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75142/Mr Preiss/kw.)

Case 12004/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Ramatlotlo, Edward**, First Defendant, and **Ramatlotlo, Duduzile Maureen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg on Friday, 11 November 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 7153, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 350 m², held by the Defendants under Certificate Registered Grant of Leasehold TL55721/88, being 7153 Marimba Gardens, Vosloorus Extension 9, Boksburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, porch and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 13th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70327/Mr Preiss/kw.)

Case 17254/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tshabalala, Siphon Robinson**, First Defendant, and **Tshabalala, Lettie**, 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, 11 November 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 755, Mabuya Park Township, Registration Division IR, Transvaal, measuring 273 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL50164/91, being 755 Phineas Xulu Street, Mabuya Park, Vosloorus, Boksburg.

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

The property is a vacant stand.

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 Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72151/Mr Preiss/kw.)

Case 30870/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Dineka, Mphimpifi Hans**, Defendant

In execution of 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, 11 November 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 16104, Vosloorus Extension 16 Township, Registration Division IR, Transvaal, measuring 260 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL49941/89, being 16104, Ingologolo Street, Vosloorus Extension 16, 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, toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per 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 Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75147/Mr Preiss/kw.)

Case 18853/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tsotetsi, Nqabisa Eudocia**, Defendant

In execution of 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, 11 November 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 1720, Dawn Park Extension 28 Township, Registration Division IR, Transvaal, measuring 934 m², held by the Defendant under Deed of Transfer T19585/92, being 68 Hassink Highway, Dawn Park Extension 28, 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, two bathrooms/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 8th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72516/Mr Preiss/kw.)

Case 1525/94
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 **Mteto, Lucas Nkosiyaeta**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

Erf 1724, Van Riebeeckpark Extension 16 Township, Registration Division IR, Transvaal, measuring 1 259 m², held by the Defendant under Deed of Transfer T51590/93, being 33 Lorraine Street, Van Riebeeckpark Extension 16, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, two bedrooms and two bathrooms/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 27th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91148/Mr Preiss/kw.)

Case 17328/94
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 **Lubisi, Boy Johnson**, First Defendant, and **Lubisi, Thandi Selina Sarah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 265, Leboeng Township, Registration Division IR, Transvaal, measuring 281 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL1704/88, being Stand 265, Leboeng Section, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, three bedrooms, bathroom and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 27th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99328/Mr Preiss/kw.)

Case 4875/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Maimela, Mzamane 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 182 Leeupoort Street, Boksburg, on Friday, 11 November 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 1905, Dawn Park Extension 30 Township, Registration Division IR, Transvaal, measuring 1 055 m², held by the Defendant under Deed of Transfer T11942/93, being 3 Sias Reyneke 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: Three bedrooms, lounge, bathroom, separate 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. Z93068/Mr Preiss/kw.)

Case 13220/94
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 **Thobejane, Rudolph Dennis Mzamo**, Defendant

In execution of 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, 11 November 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 327, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 291 m², held by the Defendant under Deed of Transfer TL32435/90, being Stand 327 Nhodi Crescent, 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, two bathrooms/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 13th day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95356/Mr Preiss/kw.)

Case 16500/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kloppers, Phillippus Cornelius**, First Defendant, and **Kloppers, Glaudina Gertruida**, 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 50 Edwards Avenue, Westonaria on Friday, 11 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Westonaria at 50 Edwards Avenue, Westonaria:

Erf 494, Westonaria Township, Registration Division IQ, Transvaal, measuring 714 m², held by the Defendants under Deed of Transfer T25921/89, being 17 Salter Street, Westonaria.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., shower/w.c., kitchen, laundry, carport, staff-room, store-room, w.c., swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98818/FCLS/Mr Brewer/lp.)

Case 12785/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Padayachee, Visuanthan** (born Kumarsamy), First Defendant, and **Padayachee, Vasanthie**, 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 50 Edwards Avenue, Westonaria, on Friday, 11 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria:

Erf 903, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 900 square metres, held by the Defendants under Deed of Transfer T33511/87, being 903 Hamilton Crescent, Lenasia South Extension 1, Westonaria.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathrooms/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 3rd day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97358/FCLS/Mr Brewer/lp.)

Case 1920/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nteso, Mmabocha Isidorina**, Defendant

In execution of 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 49 Kempston Avenue, Benoni, on Thursday, 17 November 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, Benoni, at 49 Kempston Avenue, Benoni:

The right of leasehold in respect of Stand 9469 (previously Stand 1107), Daveyton Extension 2 Township, Registration Division IR, Transvaal, measuring 319 square metres, held by the Defendant under Deed of Transfer TL42245/87, being 71107 John Malaza Crescent, Daveyton Extension 2, Benoni.

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 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 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 Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70367/Mr Preiss/kw.)

Case 11904/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Haratsides, Sophia**, First Defendant, and **Kavouras, Alexander**, 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Remaining extent of Erf 1524, Houghton Estate Township, Registration Division IR, Transvaal, measuring 3 768 square metres, held by the Defendants under Deed of Transfer T9324/1987, being 12 Seventh Street, Houghton Estate.

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, three bathrooms/w.c., kitchen, scullery, two garages, carport and outside bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 15th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78999/FCLS/Ms Isola/Mr Brewer/cvdn.)

Case 17569/94
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 **Girgenti, Antonio**, Defendant

In execution of 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, 8 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1248, Randhart Extension 2 Township, Registration Division IR, Transvaal, measuring 1 361 square metres, held by the Defendant under Deed of Transfer T22942/1985, being 110 Gen Alberts Avenue, Randhart Extension 2.

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

The dwelling consists of entrance hall, lounge, dining-room, study, family room, four bedrooms, bathroom, w.c./shower, kitchen, sauna, changeroom, laundry, double garage, servant's room and outside w.c./shower.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 15th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98996/FCLS/Ms Isola/Mr Brewer/cvdn.)

Case 30872/93

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 **Joffe, Virginia Rodrigues**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 1921, Highlands North Extension 2 Township, Registration Division IR, Transvaal, measuring 1 592 square metres, held by the Defendant under Deed of Transfer T40716/89 and T8846/91, being 218 Athol Street, Highlands North Extension 2.

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

The dwelling consists of entrance hall, lounge, dining-room, study, four bedrooms, breakfastnook, two bathrooms/w.c./shower, separate w.c., kitchen, pantry, laundry, three garages, servant's room, outside w.c., cottage—lounge, dining-room, two bedrooms, kitchen and bathroom/w.c./shower.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 15th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78343/FCLS/Ms Isola/Mr Brewer/cvdn.)

Case 21325/89

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 **Hoff, Julian Gregory**, First Defendant, and **Hoff, Claudia Marina**, 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, 10 November 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 3 of Erf 3103, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, measuring 394 square metres, held by the Defendants under Deed of Transfer T30296/1986, being 3 Socrates Street, Ennerdale Extension, 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, two bathrooms/w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 15th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0987/FCLS/Ms Isola/Mr Brewer/cvdh.)

Case 29375/92
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Magopa, Mabule Sydney**, First Defendant, and **Magopa, Irene 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 North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 9 November 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:

The right of leasehold in respect of Erf 510, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 548 m², held by the Defendants under Deed of Transfer T67874/89, being 510 Springbok Crescent, Alexandra East Bank.

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

The dwelling consists of patio, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, stoep and double 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 20th day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58878/FCLS/Ms Isola/Mr Brewer/plr.)

Case 22315/93
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 **Malick, Faried**, First Defendant, and **Malick, Marie Una**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 50 Edwards Avenue, Westonaria, on Friday, 11 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria:

Stand 1202, Lawley Extension 1 Township, Registration Division IR, Transvaal, measuring 400 m², held by the Defendants under Deed of Transfer T45643/1989, being 40 Sturgeon Circle, Lawley.

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

The dwelling consists of lounge, kitchen, three bedrooms, bathroom and separate 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 22nd day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74557/FCLS/Ms Isola/Mr Brewer/plr.)

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 **Venter, George Johan**, Defendant

In execution of 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Section 89, as shown and more fully described on Sectional Plan SS39/1981, in the scheme known as Southdale Mews, situated at Booysens Township, in the area of Johannesburg Local Authority and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 87 m², held by the Defendant under Deed of Transfer ST56195/1992, being 309 Southdale Mews, 34 Melville Street, Booysens, 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, two bedrooms, bathroom/w.c., cloakroom 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 20th day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z74511/Ms Isola/ab.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mathonsi, Malani Greenside**, First Defendant, and **Mathonsi, Rirhandzu Louise**, 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 721, Protea Glen Township, Registration Division IQ, Transvaal, measuring 216 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL38279/1991, being 721 Protea Glen, P.O. Chiawelo.

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

The dwelling consists of lounge, two bedrooms, kitchen and bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 22nd day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z47481/FCLS/Ms Isola/Mr Brewer/plr.)

Case 9814/94
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 **Sibiya, Elizabeth Ntombiyenkosi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 8 Park Street, Kempton Park, on Thursday, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

Erf 657, Estherpark Extension 1 Township, Registration Division IR, Transvaal, measuring 1 000 m², held by the Defendant under Deed of Transfer T74328/1993, being 4 Satynhout Street, Estherpark Extension 1, Kempton Park.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c. 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, 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 22nd day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z994986/FCLS/Ms Isola/Mr Brewer/ab.)

Case 9152/94
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 **Lebatie, Theodor Russel**, Defendant

In execution of 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, 10 November 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 4993, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, measuring 342 m², held by the Defendant under Deed of Transfer T15741/1987, being 30 Nickel Avenue, Ennerdale Extension 14.

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., w.c./shower 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 20th day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z64494/FCLS/Ms Isola/Mr Brewer/cvdm.)

Case 10910/94
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 **McNeill, Gareth Iain**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 15 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 700, Bromhof Extension 36 Township, Registration Division IQ, Transvaal, measuring 395 m², held by the Defendant under Deed of Transfer T58412/92, being 700 Bromvoël Crescent, Bromhof Extension 36.

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, two bedrooms and bathroom/w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96215/3962151/Ms Glyn/Mr Brewer/hs.)

Case 32871/93
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 **Chang, Tung-Sheng**, Defendant

In execution of 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 692, Northcliff Extension 3 Township, Registration Division IQ, Transvaal, measuring 3 899 m², held by the Defendant under Deed of Transfer T32293/90, being 26 De Wet Street, Northcliff Extension 3.

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

The dwelling consists of: *First floor:* Entrance hall, lounge, dining-room, family room, three bedrooms, sewing room, separate toilet and shower, kitchen/scullery, bathroom/shower/w.c., separate w.c. and balcony. *Ground floor:* Lounge, dining-room, four bedrooms, kitchen, two bathrooms/shower/w.c., double garage, servant's room, store-room, w.c. and laundry.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 23rd day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79610/FCLS/Ms Glyn/Mr Brewer/hs.)

Case 17567/94
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 **Crighton, Vincent Aubrey**, First Defendant, and **Crighton, Charntel Jeanette**, 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, 10 November 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:

Remaining extent of Erf 511, Rosettenville Township, Registration Division IR, Transvaal, measuring 404 m², held by the Defendants under Deed of Transfer T54696/91, being 164 Lang Street, Rosettenville, 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, two bedrooms, bathroom/w.c., kitchen, garage, enclosed stoep 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 23rd day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99388/FCLS/Ms Glyn/Mr Brewer/hs.)

Case 26886/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Sunshine Property Investment (Pty) Limited**, First Defendant, and **Neumann Burckhard**, 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, 10 November 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg.

Erf 1744, Jeppeshtown, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T19863/1988, being 36 Scott Street, Jeppeshtown.

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, bathroom/w.c., kitchen, double garage, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z7438/FCLS/Ms Glyn/Mr Brewer/hs.)

Saak 8978/94

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

In die saak tussen **ABSA Bank Bepers**, Eksekusieskuldeiser, en **Andries Gous**, Eerste Eksekusieskuldenaar, en **Maria Johanna Gous**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 10 November 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: Erf 1502, Glenmarais-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte T4810/94.

Grootte: 991 (negehoender een-en-negentig) vierkante meter.

Ook bekend as: 1 Kannabosstraat, Glenmarais-uitbreiding 1.

Beskrywing: Woning bestaande uit gekombineerde sit/eetkamer, kombuis, een en 'n halwe badkamer, toilet, drie slaapkamers, alles onder 'n teëldak, motorprit en twee motorhuise. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 5de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. van Heerden/AB1328.)

Saak 8790/94

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

In die saak tussen **ABSA Bank Bepers**, Eksekusieskuldeiser, en **Jacobus Johannes Burger**, Eerste Eksekusieskuldenaar, en **Johanna Adriana Burger**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 10 November 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf: Eenheid 7, soos meer breedvoerig beskryf word op Deeltitel Plan SS 448/91 in die skema bekend as Gladiator Court, geleë op die Resterende Gedeelte van Erf 2753, Kempton Park-dorpsgebied, sowel as Eksklusiewe Parkeer area in die skema bekend as Gladiator Court en omskryf as P 56 op Deeltitel Plan SS 448/91, plaaslike afdeling Stadsraad Kempton Park.

Transportaktenommer: Gehou onder Titelakte ST18476/94 en gehou onder titelsessie SK1434/94.

Grootte: 59 (nege-en-vyftig) vierkante meter ten opsigte van Eenheid 7, Gladiator Court, en 19 (negentien) vierkante meter ten opsigte van Parkeer area P56.

Ook bekend as: Wooneenheid 8A, Gladiator Court, Parkstraat, Kempton Park.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, eetkamer, slaapkamer, gekombineerde badkamer en toilet, alles onder 'n sinkdak en motorafdak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 5de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. van Heerden/AB1318.)

Saak 14074/92

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

In die saak tussen **ABSA Bank Bepark**, Eksekusieskuldeiser, en **Neil Campbell Thompson**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 10 November 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: Erf 613, Terenure-uitbreiding 15-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T29732/85.

Grootte: 1251 (eenduisend tweehonderd een-en-vyftig) vierkante meter.

Ook bekend as: 3 Silverboomstraat, Terenure-uitbreiding 15.

Beskrywing: Woning bestaande uit sitkamer, kombuis, eetkamer, drie slaapkamers, twee badkamers, twee toilette, familie/TV-kamer, alles onder teëldak, motoroprit en twee motorhuise. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 5de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. van Heerden/AB990.)

Saak 597/94

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

In die saak tussen **ABSA Bank Bepark**, Eksekusieskuldeiser, en **Jacqueline Carole Matthyser**, Eerste Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 10 November 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: Erf 214, Norkempark, Kempton Park-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T51727/90.

Grootte: 1034 (eenduisend vier-en-dertig) vierkante meter.

Ook bekend as: 80 James Wrightlaan, Norkempark, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, twee badkamers, twee toilette, vier slaapkamers, studeerkamer, familie/TV-kamer, alles onder teëldak, motoroprit, twee motorhuise, swembad en kroeg. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 5de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. van Heerden/UT121.)

Saak 5475/92

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Theresa Pearl Bezuidenhout**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 10 November 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: Erf 142, Van Riebeeckpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T31228/91.

Grootte: 1140 (eenduisend eenhonderd en veertig) vierkante meter.

Ook bekend as: Bosloeriestraat 20, Van Riebeeckpark-uitbreiding 1.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, twee badkamers, twee toilette, vier slaapkamers, studeerkamer, alles onder teëldak, motoroprit en twee motorhuise. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 5de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. van Heerden/AB902.)

Saak 7845/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Lawrence Richard Meades**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 10 November 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, Gedeelte 30, soos meer volledig beskryf word op Deeltitel Plan SS143/83 in die skema bekend as Rhodesfield Terrace View, geleë te Rhodesfield-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte ST21085/92, grootte 66 (ses-en-sestig) vierkante meter, ook bekend as Wooneenheid 302, Rhodesfield Terrace View, Proctor Avenue, Rhodesfield.

Beskrywing: Wooneenheid bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet, alles onder 'n sinkdak, 'n motoroprit en 'n motorafdak.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 3de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. Van Heerden/AB1260.)

Saak 6548/94

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

In die saak tussen **ABSA Bank Bepers**, Eksekusieskuldeiser, en **Kenneth William Heuer**, Eerste Eksekusieskuldenaar, en **May Theresa Heuer**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 10 November 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde balju:

Sekere Erf 254, Kempton Park West-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T14013/92, grootte 639 (seshonderd nege-en-dertig) vierkante meter, ook bekend as Chloorkopweg 19, Kempton Park West.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet en alles onder 'n sinkdak en twee motorhuise.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 3de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. Van Heerden/AB125.)

Saak 8973/94

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

In die saak tussen **ABSA Bank Bepers**, Eksekusieskuldeiser, en **Ferdinantes Wilhelmus de Jager**, Eerste Eksekusieskuldenaar, en **Petre Veronica de Jager**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 10 November 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 2373, Birch Acres-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T37826/88, grootte 800 (agthonderd) vierkante meter, ook bekend as Kransduifstraat 25, Birch Acres-uitbreiding 12.

Beskrywing: Woning bestaande uit sitkamer, kombuis, eetkamer, drie slaapkamers, twee badkamers, twee toilette, alles onder 'n teëldak, 'n motoroprit en twee motorhuise.

Die eiendom is omhein met twee betonmure, steenmuur en draadheining.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 3de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. Van Heerden/AB1325.)

Case 19652/93

PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of S.A. Limited**, Judgment Creditor, and **Wales, Willem Johannes**, Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the office of the Deputy Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg on 10 November 1994 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Johannesburg North, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain: Remaining Extent of Erf 76, Parktown North Township, Registration Division IR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres held by virtue of Deed of Transfer T21974/1990 and corresponding to street address 16, 12th Avenue, Parktown North, Johannesburg:

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Dwelling-house:* Bedroom, bathroom/toilet, dressing room, lounge/dining-room with open fireplace, kitchen and courtyard. *Outbuildings:* Garage.

Servitudes in favour of the property:

1. K285/1991S—The abovementioned property is entitled to a servitude in perpetuity for exclusive use of the area 32 metres wide parallel to line CD as appears from diagram SG A3404/38 over the Portion 1 of Erf 76, Parktown North for garden and swimming-pool purposes.

2. K2521/1992S—The above-mentioned property is entitled to a 3 metre wide servitude in perpetuity for garden and ancillary purposes over Portion 1 of Erf 97, Parktown North Township, which servitude runs along an parallel to the entire length of the Northern Boundary of the servient property indicated by the line AB in the diagram SG A23/55 of the servient property.

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.

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

Dated at Johannesburg on this the 27th day of September 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. N. Connell/fr/F460.)

Case 491/94

PH 59A

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

In the matter between **ABSA Bank Ltd**, trading as Trust Bank, Execution Creditor, and **Karen Juanita Farrell**, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 29 April 1994, the following property will be sold in execution by Libra Auctioneer's CC, on Friday, 11 November 1994 at 15:00, and from the premises of the said immovable property, namely:

Erf 270, Douglasdale Extension 6 Township, Registration Division IQ, Transvaal, measuring 2 597 (two thousand five hundred and ninety-seven) square metres, held by Deed of Transfer T68000/1992, and also known as 5 Van der Bijl Street, Douglasdale Extension 6.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: Unimproved property (vacant stand).

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 16% (sixteen per centum) per annum and payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Sandton, at Ground Floor, Momentum Flour House, 100 Grayston Avenue, Sandown. Tel. (011) 884-0991.

Dated at Germiston on this the 6th day of October 1994.

D. C. Saffy, for Steenkamp, Theart-Du Plessis, Mey, Plaintiff's Attorneys, Third Floor, Trust Bank Centre, Odendaal Street, Germiston. (Ref. 6778/E. Schoeman.)

Case 6726/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of S.A. Limited**, Execution Creditor, and **Calvaresi Sante**, 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, North View, Unit 2, 45 Richard Drive, Halfway House, on 9 November 1994 at 14:30, 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 111, Halfway Gardens Extension 4 Township, Registration Division IR, Transvaal, measuring 1 225 (one thousand two hundred and twenty-five) square metres, held under Deed of Transfer T24942/89, situated at 111 Verseput Avenue, Halfway Gardens Extension 4, Midrand.

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 the 26th day of September 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Case 20449/94
PH630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, (Allied Bank Division) (formerly known as Allied Bank Limited), Plaintiff, and **Maliti, Pumelelo Patrick**, First Defendant, and **Maliti, Ingatia**, 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 First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 1 November 1994 at 10:00, of the undermentioned immovable property of the Defendant's 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 First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

(a) Section 19, as shown and more fully described on Sectional Plan SS98/1990 ("the sectional plan"), in the building or buildings known as Eden Place, situated at Eden Park Township, in the area of the Alberton Local Authority of which section the floor area, according to the said sectional plan is 102 (one hundred and two) square metres in extent ("the mortgaged section"); and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan ("the common property") apportioned to the said section in accordance with the participation quota of the said section.

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, separate toilet, kitchen, carport and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 30th day of September 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. Z01078/Mr Georgiades/md.)

Case 19753/94
PH630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, (Allied Bank Division) (formerly known as Allied Bank Limited), Plaintiff, and **Batt, James Carl**, First Defendant, and **Batt, Carl Jacobus**, 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 Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 15 November 1994 at 10:00, of the undermentioned immovable property of the Defendant's 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 Randburg, 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

(a) Portion 8 of Erf 693, Bromhof Extension 38, in the District of Randburg, Registration Division IQ, Transvaal, measuring 650 m², held by the Defendants under Deed of Transfer T45317/1993, being Piet-my-Vrou Close, Bromhof Extension 38, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom with toilet and shower, kitchen, carport and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 26th day of September 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. Z01089/Mr Georgiades/md.)

Case 20449/94
PH630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, (Allied Bank Division) (formerly known as Allied Bank Limited), Plaintiff, and **Maliti, Pumelelo Patrick**, First Defendant, and **Maliti, Ingatla**, 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 First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 15 November 1994 at 10:00, of the undermentioned immovable property of the Defendant's 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 First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

(a) Section 19, as shown and more fully described on Sectional Plan SS98/1990 ("the sectional plan"), in the building or buildings known as Eden Place, situated at Eden Park Township, in the area of the Alberton Local Authority of which section the floor area, according to the said sectional plan is 102 (one hundred and two) square metres in extent ("the mortgaged section"); and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan ("the common property") apportioned to the said section in accordance with the participation quota of the said section.

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, separate toilet, kitchen, carport and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of October 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. Z01078/Mr Georgiades/md.)

Case 14952/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Dawfor Properties CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 11 November 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 158 (a portion of Portion 4) of the farm Witpoort 406, Registration Division JR, Transvaal, area 1,9734 (one comma nine seven three four) hectares. **Situation:** Portion 158, Lippizaner Road, Beaulieu, Witpoort, Midrand.

Vacant land.

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

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/ij/N3369.)

Saak 4562/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eiser, en **Andries Lucas de Lange**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroshof, Pietersburg, deur die Balju van bogenoemde Hof op 11 November 1994 om 10:00, sonder reserwe en aan die hoogste bieder, synde:

Gedeelte 23 ('n gedeelte van Gedeelte 1) van die plaas Leeuwkuil 691, Registrasieafdeling LS, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T21620/83.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Klinkerbaksteenpandakwoning met kombuis, eetkamer, sitkamer, opwaskamer, werkskamer, ses slaapkamers, televisiekamer, twee badkamers, twee toilette, drie garages en 'n kroeg op die dakverdieping.

Die vernaamste verkoopvoorwaardes van die verkoping is:

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

2. Die eiendom word voetstoots verkoop, onderhewig aan:

2.1 die Wet op Landdroshof en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

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

Geteken te Pietersburg op hierdie 6de dag van Oktober 1994.

B. D. Hattingh, vir Espag Hattingh & Ludwig, Tweede Verdieping, Boland Bankgebou, Schoemanstraat 42A, Posbus 387, Pietersburg. (Verw. Hattingh/mp C13129.)

Saak 2800/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **C. E. Plaatjies**, Eerste Verweerder, en **L. E. Plaatjies**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Alberton, en lasbrief tot geregtelike verkoping, sal die hiernagenoemde eiendom op Woensdag, 23 November 1994 om 10:00, te die kantoor van die Balju, Landdroshof, Johriahof, Du Plessisstraat 4, Florentia, Alberton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Die reg, titel en belang in die huurpag ten opsigte van Erf 8, Edenpark, Alberton-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 510 (vyfhonderd en tien) vierkante meter, geleë aan Borgwardstraat 16, Edenpark, Alberton.

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

Verbeterings: Geen.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant aan die afslaer betaal. Die balans, plus rente betaalbaar met registrasie van transport, moet verseker word deur 'n bank- of bouverenigingwaarborg aan die Balju, binne 14 (veertien) dae na afloop van die veiling.

Die volle verkoopvoorwaardes sal deur die Balju uitgelees word net voor die veiling, en kan nagesien word in die kantore van die Balju, Landdroshof te Alberton.

Geteken te Alberton op hierdie 11de dag van Oktober 1994.

Chris Fourie, vir Chris Fourie Prokureur, Tweedelaan 27, Alberton. (Tel. 907-2880.) (Verw. SEC5/AC0102/1229.)

Case 9105/93

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

In the matter between **Mighty Green Club**, Plaintiff, and **Elizabeth Masemola**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 18 October 1993, the property listed hereunder will be sold in execution on Wednesday, 9 November 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 14446, Daveyton Extension 3, Registration Division IR, Transvaal, measuring 302 (three hundred and two) square metres, known as stand 15046 Andre Crescent, Daveyton (hereinafter referred to as property).

No warrant or undertaking is given in relation to the nature of the improvements, caused on the property.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

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

4. The purchaser will pay interest at 18,5% (eighteen comma five per centum) per annum on preferent creditor's claims which 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 6th day of October 1994.

Sishi, Twaba & Partners, Execution Creditor's Attorneys, Fourth Floor, SA Perm Building, 47 Princes Avenue, Benoni, 1500, P.O. Box 1962. (Tel. 421-0504/5, 422-4816.) (Ref. AM/ss/M762.)

Case 37373/90
PH 296

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

In the matter between **The African Bank Limited**, Plaintiff, and **David Mthethwa**, Defendant

In pursuance of a judgment of the Magistrate's Court granted on 11 October 1990, and a warrant of execution issued in pursuance thereof the right, title and interest in the undermentioned property will be sold in execution on Wednesday, 9 November 1994 at 10:00, by the Sheriff of the Court at the offices of the Sheriff, Johria Court, Du Plessis Street, 4 Florentia, Alberton, to the highest bidder namely:

Erf 258, Twala Section, Katlehong, measuring 314 (three hundred and fourteen) square metres, held under Title Deed of T82660/88.

The property can be described as follows: Dwelling of standard four roomed house, of brick and plaster under corrugated iron (flat roof), with steel framed glazing and door frames.

The said dwelling consist of a lounge, dining-room, three bedrooms, bathroom, kitchen and with outside toilet.

There is a single garage and two rooms attached to the dwelling of similar structure, with screed floors and no ceiling. The dwelling is surrounded with wire fencing at the back and pre-cast walls (some broken panels) on the other side. Wrought iron gate.

The dwelling is well built but requires painting as does the garage, in regard to which, however nothing is guaranteed.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance together with interest thereon as stated in the conditions of sale, to date of registration of transfer shall be paid or secured by the delivery of an acceptable bank or building society guarantee within 14 (fourteen) days of the date of sale. The full and complete conditions of sale which will be read immediately prior to the sale may be inspected at the offices of the Sheriff, Johria Court, Du Plessis Street, 4 Florentia, Alberton.

Signed at Johannesburg this 30th day of September 1994.

Nelson Borman & Partners Inc., Third Floor, 30 Simmonds Street, Johannesburg; P.O. Box 1746, Johannesburg. (Tel. 838-6782.) (Ref. Mr Tlithalemaje/RA263/em.)

CAPE • KAAP

Saak 6814/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Juan Morison**, Eerste Eksekusieskuldeiser, en **Anneke Morison**, Tweede Eksekusieskuldeiser, en **Johannes Arnoldus Koen**, Eerste Eksekusieskuldenaar, en **Thelma Koen**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 10 November 1994 om 10:45, op die perseel:

Erf 2671, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Stellenbosch, groot 191 vierkante meter, gehou kragtens Transportakte T7233/1994, ook bekend as Loeloeraaistraat 11, Kuilsrivier.

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 15% (vyftien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou met teëldak bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en toilet.

Buitegebou: Dubbelmotorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 27ste dag van September 1994.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Arie de Ridder**, First Judgment Debtor, and **Theunis Jacobus Botha de Ridder**, Second Judgment Debtor

In pursuance of a judgment granted on 18 July 1994, in the Somerset West Magistrate's Court, the following property will be sold to the highest bidder on 8 November 1994 at 11:00, at 4 Uitgift Street, Morningside, Somerset West:

Description: Erf 4151, Somerset West, situated in the Municipality of Somerset West, in the Administrative District of Stellenbosch, in extent one thousand and twenty-four (1 024) square metres.

Postal address: 4 Uitgift Street, Morningside.

Improvements: Dwelling, lounge, dining-room, kitchen, three bedrooms, bathroom/shower, bathroom, staffroom, two garages and toilet/shower.

Held by Deed of Transfer 83151/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 30th 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.] (Ref. Z57155/HVN/Mrs Wolmarans.)

Saak 5778/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Hendrik Marthinus Willemse**, Eerste Vonnisskuldenaar, en **Marjorie Magdalena Willemse**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 8 November 1994 om 10:30, te Fieldstraat 27, Paarl:

Erf 6485, Paarl, in die munisipaliteit en afdeling Paarl, groot 569 (vyfhonderd nege-en-sestig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T12218/70, en geleë te Fieldstraat 27, Paarl.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en motorhuis, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die Transportakte ten opsigte van die eiendom.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 29ste dag van September 1994.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 4274/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Drosdy Motors**, Eiser, en **W. M. Oncker**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 6 September 1994, sal die hierondervermelde eiendom verkoop word op 18 November 1994 om 11:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 9948, Worcester, afdeling Worcester, groot 743 vierkante meter, gehou kragtens Akte van Transport T59409/84, bekend as Denissestraat 5, Worcester, 6850.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande enkelverdiepingwoonhuis, ingangsportaal, drie slaapkamers, kombuis, twee badkamers, sitkamer, eetkamer, motorhuis en asbesdak.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester, 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 28ste dag van November 1994.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. VO0312.)

Case 21088/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Dennis Henry George**, First Judgment Debtor, and **Sandra George**, Second Judgment Debtor

In pursuance of a judgment granted on 10 December 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 10 November 1994 at 10:00, at Mitchells Plain Court-house:

Description: Erf 34469, Michells Plain, in the Local Area of Colorado Park, Cape Division, in extent five hundred and ninety-four (594) square metres.

Postal address: 6 Hawaai Avenue, Colorado Park.

Improvements: Dwelling, three bedrooms, kitchen, lounge, ensuite bathroom, toilet/bathroom and garage.

Held by Deed of Transfer 409/86.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 28th day of September 1994.

Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z52674/HVN/Mrs Wolmarans.)

Case 29979/91

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 Southern Africa Limited** (Registered Bank Reg. No. 05/01225/06), trading as Wesbank, a Division of First National Bank, Plaintiff, and **Russell Burrows**, Defendant

In pursuance of a judgment of the above Court dated 8 November 1991, and an attachment in execution dated January 1992, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, by public auction on Friday, 11 November 1994 at 14:15:

Erf 2475, Central, measuring 238 square metres, bonded to Grahamstown Building Society and situated at 56 Upper Hill Street, Central, Port Elizabeth.

The property consists of a dwelling-house with two bedrooms, bathroom, kitchen, lounge/dining-room, an outside room with a bathroom and toilet, as well as a store-room.

The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff of the Court, Port Elizabeth South.

Terms: 10% (ten per cent) in cash on the date of sale, or a bank guaranteed cheque, and the balance against transfer.

Dated at Port Elizabeth this 23rd day of September 1994.

Burman Katz, Plaintiff's Attorneys, 102 Park Drive, Port Elizabeth. (Ref. L. Schoeman/BA.)

Case 6620/94

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

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd (formerly S A Permanent Building Society), Execution Creditor, and **G. L. Zeelie**, First Execution Debtor, and **A. Zeelie**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 5 September 1994, and in pursuance of an attachment in execution dated 8 September 1994, a sale by public auction will be held in front of the Magistrate's Court Uitenhage, on Thursday, 3 November 1994 at 11:00, of the following immovable property situated at 16 Gideon Drive, Scheepers Hoogte, Uitenhage:

Zoned: Residential.

Being Erf 11932, Uitenhage, in the Municipality and Division of Uitenhage, in extent 640 square metres, held by George Lodewyk Zeelie and Adèle Zeelie, under Deed of Transfer T11090/94, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached brick dwelling under concrete tiles 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 cent) of the purchase price and 5% (five per cent) (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 (21) days from date of the sale.

Dated at Uitenhage this 29th day of September 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 7202/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Isobel Julia Jewitt**, First Defendant, and **Christopher Paul Jewitt**, 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 8 Bulawayo Road, Kenridge, Durbanville, on Wednesday, 9 November 1994 at 10:00, of the undermentioned property of the First Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Seventh Floor, BSE Centre, Bellville:

Erf 57, Kenridge, in the Municipality of Durbanville, Cape Division, measuring 1 165 (one thousand one hundred and sixty-five) square metres, held by Deed of Transfer T6489/91, also known as 8 Bulawayo Road, Kenridge, Durbanville (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance hall, lounge, dining-room, kitchen, laundry/scullery, pantry, four bedrooms, bathroom, shower/water closet, water closet and bar.

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

Dated at Cape Town this 26th day of September 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/41635.)

Case 19781/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **B. F. Coetzee**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 8 November 1994 at 09:30, in front of the Magistrate's Court, for the District of Cape Town, to the highest bidder:

Erf 2877 (portion of Erf 2518), Montague Gardens, 224 (two hundred and twenty-four) square metres, held by Deed of Transfer T29030/1993, situated at 21 Shepherds Green, Summer Green Village, Milnerton.

Three bedrooms, bathroom/w.c., lounge and kitchen.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 13285/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and
Levita Marianne Maddocks, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 12 June 1992, the property listed hereunder, and commonly known as 19 Marsden Road, University Estate, will be sold in execution at the premises on Thursday, 10 November 1994 at 10:30, to the highest bidder:

Erf 12735, Cape Town, at Woodstock, in the City of Cape Town, Cape Division, in extent 397 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising four bedrooms, three lounges, dining-room, TV-room, study, kitchen, two bathrooms with toilets, servant's quarters and double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 26th day of September 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town.
(Ref. S. Williams/N.1134.)

Case 9119/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and
Mogamat Shafiek Cassiem, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 20 April 1993, the property listed hereunder, and commonly known as 296 corner of Sixth Avenue and Seekoei Road, Lotus River, will be sold in execution at the premises on Wednesday, 9 November 1994 at 12:00, to the highest bidder:

Erf 2786, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 597 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with slate roof, comprising four bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of September 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town.
(Ref. S. Williams/N.1461.)

Case 14586/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and
Dawn Charmaine Marks, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 8 October 1992, the property listed hereunder, and commonly known as 10 Malbec Close, Table View, will be sold in execution at the premises on Thursday, 10 November 1994 at 14:00, to the highest bidder:

Erf 14139, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 600 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, two bathrooms, two toilets, two showers and family room.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum House, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 30th day of September 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town.
(Ref. S. Williams/N.1169.)

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

ABSA Bank Limited, trading as United Bank, *versus* **Leonard Ongansie and Aletta Victoria Ongansie**

The following property will be sold in execution in front of the Court-house for the district of Mitchells Plain, on Tuesday, 15 November 1994 at 10:00, to the highest bidder:

Erf 40711, Mitchells Plain, in extent 273 square metres, held by T16281/1988, situated at 35 Anna Marie Drive, Morgenster, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three 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 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2553/100312/gl.)

Case 8237/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Vincent Howard Bruintjies and Sadonia Ann Bruintjies**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 15 November 1994 at 10:00, to the highest bidder:

Erf 6311, Mitchells Plain, in extent 145 square metres, held by T12279/1992, situated at 3 Jersey Way, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Duplex: 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 Riebeek Street, Cape Town. (Ref. D4U0214/106240/gl.)

Case 4726/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Roderick Cliff Walter Williams and Annelize Dorethy Williams**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Tuesday, 15 November 1994 at 10:00, to the highest bidder:

Erf 19289, Paarl, in extent 146 square metres, held by T51438/1991, situated at 13 Hyacinth Street, Groenheuwel, Paarl East, 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 Riebeek Street, Cape Town. (Ref. D3A0348/103885/gl.)

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

ABSA Bank Limited, trading as United Bank, *versus* **Robin Peter Schell**

The following property will be sold in execution at the site of the property, 6 Scott Street, Gardens, Western Cape, on Tuesday, 15 November 1994 at 10:00, to the highest bidder:

Remainder Erf 95745, Cape Town at Gardens, in extent 198 square metres, held by T19107/1991, situated at 6 Scott Street, Gardens, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, five bedrooms, five shower/toilet and two toilets.

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 Riebeek Street, Cape Town. (Ref. D1U1138/100356/gl.)

Case 10609/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Charles Peter Sprinkle and Magrieta Sprinkle**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 14 November 1994 at 10:00, to the highest bidder:

Erf 10484, Mitchells Plain, in extent 180 square metres, held by T4596/1992, situated at 87 Bluebell Street, Lentegeur, Mitchells Plain, 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 Riebeek Street, Cape Town. (Ref. 4U107979/gl.)

Case 18643/89

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

ABSA Bank Limited, trading as United Bank, *versus* **Cyril Scheepers and Wilhelmina Magdalena Scheepers**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 14 November 1994 at 10:00, to the highest bidder:

Erf 20655, Mitchells Plain, in extent 300 square metres, held by T44897/1987, situated at 32 Angel Crescent, Woodlands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 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 Riebeek Street, Cape Town. (Ref. D9U0740/104273/GL.)

Case 590/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Moegamat Fardeal Samodien and Somaya Samodien**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 14 November 1994 at 10:00, to the highest bidder:

Erf 28132, Mitchells Plain, in extent 498 square metres, held by T30548/1988, situated at 30 Alabama Road, Colorado Park, 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 centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1739/102496/gl.)

Case 8591/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as Allied Bank, *versus* **Avril Christo Booysen and Tanya Loretta Booysen**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 14 November 1994 at 10:00, to the highest bidder:

Erf 1879, Weltevreden Valley, in extent 328 square metres, held by T18470/1990, situated at 36 Tropicana Road, Colorado Park, Mitchells Plain, 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 18,50% (eighteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4A0221/106356/gl.)

Case 8282/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Anita Eleanor Haupt**

The following properties will be sold in execution at the site of the properties, Suites 16 and 17, 220 Ottery Road, Wynberg, Western Cape, on Tuesday, 15 November 1994 at 12:00, to the highest bidder:

A unit consisting of:

1. (a) Section 11 as shown and more fully described on Sectional Plan SS188/1990 in the scheme known as 220 Ottery Road, situated at Wynberg, in the City of Cape Town of which section the floor area according to the said sectional plan is one hundred and fifteen (115) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. An exclusive use area described as Parking Bay P11, measuring thirteen (13) square metres, being part of the common property, comprising the scheme known as 220 Ottery Road, situated at Wynberg, in the City of Cape Town, as shown and more fully described on Sectional Plan SS188/1990.

Held by Certificate of Registered Sectional Title 188/1990 (11) (Unit) and SK1806/1991, also known as Suites 16 and 17, 220 Ottery Road, Wynberg, Western Cape.

1. The following improvements are reported but not guaranteed:

Sectional Title Unit: Offices.

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 Riebeek Street, Cape Town. (Ref. D3U0094/105995/gl.)

Case 32788/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

ABSA Bank Limited (trading as United Bank) (formerly United Bank Limited, formerly United Building Society Limited) *versus*
John Fondling en Linda Christina Fondling

The following property will be sold in execution at the Magistrate's Court, front entrance of New Law Courts, North End, Port Elizabeth, on Friday, 4 November 1994 at 14:15, to the highest bidder:

Erf 7799, Bethelsdorp Extension 29, in extent 485 (four hundred and eighty-five) square metres, held by Deed of Transfer T66267/89, situated at 21 Neda Crescent, Bethelsdorp Extension 29, Port Elizabeth.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bath/w.c., w.c./shower, carpet/certile/vatile floors, brick walls, plaster ceilings' and roof tiles.

Outbuilding: 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 16% (sixteen 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.

Goldberg & De Villiers, Attorneys for Judgment Creditor, First Floor, University Chambers, 26 Bird Street, Port Elizabeth. (Ref. D. Ferreira/jr.)

Case 10255/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **ABSA Bank Limited** (trading as Allied Bank) *versus* **Gail Louisa Johannes**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Tuesday, 8 November 1994 at 10:00:

Erf 2851, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 258 (two hundred and fifty-eight) square metres, held by Deed of Transfer T80395/91, situated at 22 Oasis Crescent, Colorado Park, 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 two bedrooms, lounge, kitchen and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 21st day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 19164/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Clanwilliam Property Holdings CC**, Defendant

The following property will be sold in execution by public auction held at Crystal Waters, Clanwilliam, to the highest bidder on Tuesday, 8 November 1994 at 10:00:

Erf 2085, portion of Erf 1953, Clanwilliam, situated in the Municipality of Clanwilliam, Administrative District of Clanwilliam, in extent 1 637 square metres, held by Deed of Transfer T73409/90, situated at Crystal Waters, Clanwilliam.

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 of the Court, Clanwilliam.

2. The following information is furnished but not guaranteed: Vacant land.

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 22nd day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 11401/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madlavu Johson Zaya**, Defendant

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuils River, on Wednesday, 9 November 1994 at 09:00, of:

Erf 205, Mfuleni, in the area of jurisdiction of the Town Committee of Mfuleni, Administrative District of Stellenbosch, measuring 295 square metres, also known as 2 Mbindini Street, Malibu Village, Blue Downs.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. 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 rate of 15,25% (fifteen comma two five per centum) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A complete dwelling with tiled roof comprising three bedrooms, bathroom/toilet, kitchen, lounge and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A Pepler/lr.)

Case 38442/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Strinivasa Jaggiah Naidoo**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 November 1994 at 10:00, to the highest bidder:

Erf 35272, Cape Town at Athlone, in extent 567 square metres, held by T32778/83, situated at 42 Rylands Road, Athlone, 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 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 offices of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0081/100367/gl.)

Case 14827/92

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

ABSA Bank Limited, trading as United Bank, *versus* **John Anthony Taylor**, and **Dorothy Ruth Taylor**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Western Cape, on Monday, 14 November 1994 at 14:00, to the highest bidder:

Remainder Erf 12105, Bellville, in extent 595 square metres, held by T37763/1984, situated at 14 Hercules Street, Bellville South, 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 cent) per annum, calculated on the judgment creditor's claim from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U0148/100033/gl.)

Case 3802/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Edward Bernard Booysen and Nadeema Booysen**

The following property will be sold in execution at the site of the property, 22 York Street, Woodstock, Western Cape, on Thursday, 17 November 1994 at 11:30, to the highest bidder:

Remainder Erf 11875, Cape Town, at Woodstock, in extent 347 square metres, held by T78397/1993, situated at 22 York Street, Woodstock, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, family room, study, kitchen, pantry, laundry, four bedrooms, bathroom, bathroom/shower/toilet, shower/toilet and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0046/104290/gl.)

Case 6481/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Usuf Davids and Moerida Davids**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 15 November 1994 at 10:00, to the highest bidder:

Erf 16613, Mitchells Plain, in extent 292 square metres, held by T75321/1992, situated at 4 Kylemore Close, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0140/105865/gl.)

Case 29581/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Abdul Karriem Barends and Nagheila Barends**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 14 November 1994 at 10:00, to the highest bidder:

Erf 1485, Mandalay, in extent 513 square metres, held by T33126/1988, situated at 84 Ryan Avenue, Merrydale, Mandalay, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and detached single 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. D1U0696/102060/gl.)

Case 9466/93

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

ABSA BANK LIMITED, trading as United Bank, *versus* **Aubrey Dominic Treadway and Lorraine Jones Treadway**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Thursday, 17 November 1994 at 10:00, to the highest bidder:

Erf 2461, Wesfleur, in extent 206 square metres, held by T6759/1992, situated at 12 Aster Crescent, Protea Park, Wesfleur, Atlantis, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, bathroom/toilet and detached store-room.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0653/104144/gl.)

Case 1568/94

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

ABSA BANK LIMITED, trading as United Bank, *versus* **Daniel Johannes Basson**

The following property will be sold in execution at the site of the property, Erf 531, St Helena Bay, Flamingo Street, St Helena Bay, Western Cape, on Friday, 18 November 1994 at 11:00, to the highest bidder:

Erf 531, St Helena Bay, in extent 630 square metres, held by T57027/1992, situated at Erf 531, St Helena Bay, Flamingo Street, St Helena Bay, Western Cape.

1. The following improvements are reported but not guaranteed:

Vacant land.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0225/106395/gl.)

Case 58112/91

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

ABSA BANK LIMITED, trading as United Bank, *versus* **Hajee Abdurahman Mohamed-Hoosain**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 November 1994 at 10:00, to the highest bidder:

Erf 75417, Cape Town, at Southfield, in extent 628 square metres, held by T26740/1988, situated at 18 Hyde Road, Parkwood Estate, Plumstead, Western Cape.

1. The following improvements are reported but not guaranteed:

First floor: Flat comprising lounge/dining-room, kitchen, three bedrooms, bathroom/shower/toilet and toilet. *Ground floor:* Two shops and two stores.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1051/102173/gl.)

Case 6733/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as United Bank, *versus* **Vincent Keith Biggs and Elna Ann Biggs**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 November 1994 at 09:00, to the highest bidder:

Erf 1055, Blue Downs, in extent 408 square metres, held by T43162/1988, situated at 4 Valerie Crescent, Tuscany Glen, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, family room, kitchen, three bedrooms, bathroom/toilet and bathroom/shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. DOU1963/109714/gl.)

Case 14098/94

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

ABSA BANK LIMITED, trading as United Bank, *versus* **Andre Wilson and Anna Rita Vieira Wilson**

The following property will be sold in execution at the site of the property, 115 Wynne Street, Parow, Western Cape, on Monday, 14 November 1994 at 12:15, to the highest bidder:

Erf 3353, Parow, in extent 496 square metres, held by T78221/1993, situated at 115 Wynne Street, Parow, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, kitchen, pantry, three bedrooms, bathroom/toilet, detached garage 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. 4U107991/gl.)

Case 29726/93

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

In the matter between **Adfin (Proprietary) Limited**, Plaintiff, and **Harry James McGregor**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 7 September 1994, the following property will be sold in execution, at the site of the property, 30 Springfontein Road, Stellenryk, Bellville, on Friday, 11 November 1994 at 11:00, to the highest bidder:

Certain: Erf 1442, Eversdale, in the Municipality of Bellville, Cape Division, in extent 850 (eight hundred and fifty) square metres, held by Deed of Transfer T29471/1983, also known as 30 Springfontein Road, Stellenryk, Bellville, 7530.

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

Double storey (first floor) six bedrooms, two bathrooms, lounge, dining-room, kitchen, TV-room, laundry, servants' quarters with shower, double garage and swimming-pool. *Top floor:* Two bedrooms and bathroom.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate determined from time to time and calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville this 3rd day of October 1994.

D. J. Smit & Co., Attorneys for Judgment Creditor, First Floor, Belray Arcade, 39 Durban Road, Bellville (Tel. 948-4801/2.) (Ref. E. J. Niehaus/th.s.); o.b.o. Saacks & Jaffe, 808 Dumbarton House, 1 Church Street, Cape Town. (Ref. S. Saacks.)

Case 7021/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **H. Matras**, First Defendant, and **S. W. Matras**, Second Defendant

In pursuance of judgment in the Court of the Magistrate of Kimberley, and writ of execution dated 1 September 1994, the property listed hereunder will be sold in execution on 10 November 1994 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

Certain: Erf 22708, Kimberley, situated in the Municipality and Administrative District of Kimberley, measuring 403 square metres, held by Deed of Transfer T1010/1991, also known as 11 Owl Crescent.

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

Single-storey detached dwelling, lounge and dining-room in one, kitchen, two bedrooms, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Kimberley. A building society loan may be negotiated for an approved purchaser.

Dated at Kimberley on this the 3rd day of October 1994.

Haarhoffs, NBS Building, Jones Street, Kimberley, 8301.

Case 5342/94

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **A. G. Theron**, First Execution Debtor, and **M. J. Theron**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 3 August 1994, and in pursuance of an attachment in execution dated 16 September 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 3 November 1994 at 11:00, of the following immovable property situated at 247 Acacia Avenue, Uitenhage:

Zoned: Residential, being Erf 16501, Uitenhage, in the Municipality and Division of Uitenhage, in extent 391 square metres.

Held by: **Alroy Gregory Theron**, and **Matilda Joey Theron**, under Deed of Transfer T39646/91, dated 2 June 1991 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 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 on this the 4th day of October 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 2190/94

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, Plaintiff, and **Moegamat Salie Sadick** and **Kashiefa Coetzee**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 14 November 1994 at 09:00:

Erf 32322, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 240 square metres, also known as 9 Kyalami Street, Beacon Valley, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling under tiled roof with lounge, three bedrooms, kitchen and toilet/bathroom.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 30th day of September 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Saak 8348/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **F. en S. Simon**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 8 September 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Kannabast Singel 39, Beverley Park, Eerste Rivier, per publieke veiling te koop aangebied op 18 November 1994 om 10:00:

Erf 3827, Eersterivier, ook bekend as Kannabast Singel 39, Beverley Park, Eersterivier, Afdeling Stellenbosch, groot 351 vierkante meter, gehou kragtens Transportakte T40498/92, eiendom geleë te Kannabast Singel 39, Beverley Park, Eersterivier.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 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 sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige 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, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Geteken op die 3de dag van Oktober 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN414.)

Saak 2031/93

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen **Boland Bank Beperk**, Eiser, en **D. C. van Turha**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te De Aar en 'n lasbrief gedateer 21 Februarie 1994 sal die ondervermelde eiendom in eksekusie verkoop word op 7 November 1994 om 10:00, te Landdroskantoor, Voortrekkerstraat, De Aar:

Erf 4505, De Aar, geleë in die munisipaliteit De Aar, afdeling Philipstown, groot 2 026 (twee duisend ses-en-twintig) vierkante meter; en

Erf 4382, De Aar, geleë in die munisipaliteit De Aar, afdeling Philipstown, groot 3 434 (drieduisend vierhonderd vier-en-dertig) vierkante meter.

Voorwaardes van verkoop:

Die eiendom word verkoop aan die hoogste bieder onderhewig aan die voorwaardes van die Landdroshofwet en die reëls daarunder gemaak en onderhewig aan die voorwaardes van die transportakte in soverre die van toepassing is.

Terme:

Die koopprys sal in kontant betaal word by registrasie van transport of andersins, soos die afslaer of bode mag reël. Die koopprys moet gewaarborg word deur goedgekeurde bank- of bougenootskapwaarborg, gelewer te word op aanvraag van die Eiser.

Voorwaardes:

Die volle voorwaardes van verkoop, gelees te word deur die afslaer onmiddellik voor die verkoping, is ter insae by die Balju, De Aar.

Venter & Vennote, Prokureur vir Eiser, Boland Bank-gebou, Voortrekkerstraat 47, De Aar.

Case 474/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elmarie Mostert**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 15 March 1994, the following property will be sold in execution on Wednesday, 2 November 1994 at 10:00, to the highest bidder at the site of the property, 3 Starboard Road, Club Marina, Marina Da Gama:

Certain: Erf 150897, Cape Town at Muizenberg, in the Municipality of Cape Town, Cape Division, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T23012/1993, also known as 3 Starboard Road, Club Marina, Marina Da Gama, consisting of dwelling-house under tiled roof, comprising lounge, two bedrooms, bathroom and kitchen.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of The Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 3rd day of October 1994.

S. Boyes, for Buchanan Boyes Thompson Smithers Inc., Attorney for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 9266/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Municipality of The City of Cape Town**, Judgment Creditor, and **Kenwyn Investments CC**, Judgment Debtor

In execution of the judgment of the above Honourable Court, dated 2 September 1993, a sale in execution will be held on 9 November 1994 at 12:00, at 20 Hyde Road, Parkwood Estate, where the property hereunder mentioned will be sold by the Sheriff of the Supreme Court, Wynberg, to the highest bidder:

Erf 75418, situated in the Municipality and Division of Cape Town, measuring 1 172 (one thousand one hundred and seventy-two) square metres, held by Execution Debtor under Deed of Transfer T40259/1991.

No guarantee is given but according to information, the property consists of a double-storey building with a supermarket and five small side shops on the ground floor with a flat and several rooms with communal kitchen and bathroom facilities upstairs.

The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Wynberg, and at the offices of Fairbridge Arderne & Lawton Inc., Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8000.

Dated at Cape Town this 3rd day of October 1994.

Fairbridge Arderne & Lawton, Attorneys for Execution Creditor, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Ref. C. E. Lindenberg/dc/M1217.)

Case 18934/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Jordine Susan Fisher**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Tuesday, 29 November 1994 at 10:00:

Viz: Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 24996, measuring 148 square metres, held by the Execution Debtor under Deed of Transfer T74809/1991 (dated 28 November 1991), popularly known as 63 Honeysuckle Street, Lentegur, Mitchells Plain.

The property consists of one asbestos roof brick walled dwelling, consisting of kitchen, lounge, three bedrooms and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1597.)

Case 6109/93

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 **A. Johnson**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchell's Plain, Magistrate's Court, Mitchell's Plain South, Mitchell's Plain, on Monday, 28 November 1994 at 10:00, viz:

Certain piece of land situated at Mitchell's Plain in the Municipality of Cape Town, Cape Division, Erf 18671, measuring 190 square metres, held by the Execution Debtor under Deed of Transfer T60263/1988, dated 17 October 1988, popularly known as 39 Silver, Rocklands, Mitchell's Plain.

The property consists of double storey residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet, and incomplected sunroom and single garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1492.)

Case 1766/93

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 **A. C. Adriaanse**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchell's Plain, Magistrate's Court, Mitchell's Plain South, Mitchell's Plain, on Monday, 28 November 1994 at 10:00, viz:

Certain piece of land situated at Mitchell's Plain in the Municipality of Cape Town, Cape Division, Erf 34012, measuring 135 square metres, held by the Execution Debtor under Deed of Transfer T26266/1989, dated 16 May 1989, popularly known as 30 Lindsay Crescent, Eastridge, Mitchell's Plain.

The property consists of one semi-detached Maissonette consisting of three bedrooms, lounge, kitchen, toilet/bathroom, extended lounge and under asbestos roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1625.)

Saak 526/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Saambou Bank Beperk**, Eiser, en **N. T. J. Bronkhorst**, Verweerder

Ter uitvoering van die Vonnis van die Landdroshof te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 4 November 1994 om 10:00, by Erf 7185, Danabaai, geleë te Angelicastraat, Danabaai, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 7185, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 720 (sewehonderd-en-twintig) vierkante meter, onverbeterd.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalinge van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die voorwaardes van die Titellakte waaronder dit gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet in kontant of deur middel van 'n bank-gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouverenigingwaarborg binne (14) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Erasmus & Moolman, Prokureurs vir Vonniskskuldeiser, Posbus 1580; Hoogstraat 118, Mosselbaai, 6500.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Richard Bazil Jacobs and Wilma Jacobs**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 November 1994 at 09:00, to the highest bidder:

Erf 3203, Kleinvlei, in extent 473 square metres, held by T64485/1993, situated at 1 Smarag Street, Kleinvlei, 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 by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0217/106243/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **George Olkers and Rosezane Olkers**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 November 1994 at 09:00, to the highest bidder:

Erf 3090, Kleinvlei, in extent 389 square metres, held by T33822/1988, situated at 41 Da Gama Road, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, two bedrooms, bathroom/toilet.
2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1294/104331/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Fareed Harris and Shaiema Salie**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 November 1994 at 09:00, to the highest bidder:

Erf 4042, Kleinvlei, in extent 252 square metres, held by T21820/1988, situated at 37 Sering Crescent, Kleinvlei, 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 by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 4U110239/gl.)

Case 15561/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Petrus Johannes Groenewald**, First Defendant, and **Jane Groenewald**, Second Defendant

In the above matter a sale will be held on Wednesday, 9 November 1994 at 09:45, at Site 3, Noorsdoring Crescent, Delft, being Erf 4293, Delft, in the Local Area of Blue Downs, Stellenbosch Division, measuring 236 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fifteen comma two five per centum (15,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A complete brick dwelling with an asbestos roof comprising two bedrooms, bathroom/toilet, lounge and kitchen.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak 3290/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Trust Bank Beperk**, Eiser, en **J. H. T. van Rhyn**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 3 Julie 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 7 November 1994 om 10:00, op die perseel te Hoofweg, Klappmuts, aan die hoogste bieder, onderhewig aan die hierna vermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

1. Erf 285, Klappmuts in die afdeling Paarl, groot 550 vierkante meter, gehou kragtens Transportakte T52423/1987, ook bekend as Hoofweg, Klappmuts.
2. Erf 68, Klappmuts in die afdeling Paarl, groot 1 190 vierkante meter, gehou kragtens Transportakte T32141/1980.
3. Restant Erf 64, Klappmuts, afdeling Paarl, groot 771 vierkante meter, gehou kragtens Transportakte T29327/1978.
4. Een derde (1/3) aandeel in Erf 71, Klappmuts, afdeling Paarl, groot 1 190 vierkante meter, gehou kragtens Transportakte T32141/1980.
5. Een derde (1/3) aandeel in Erf 70, Klappmuts, afdeling Paarl, groot 1 190 vierkante meter, gehou kragtens Transportakte T32141/1980.
6. Een derde (1/3) aandeel in Erf 69, Klappmuts, afdeling Paarl, groot 1 190 vierkante meter, gehou kragtens Transportakte T32141/1980.
7. Een derde (1/3) aandeel in Erf 46, Klappmuts, afdeling Paarl, groot 714 vierkante meter, gehou kragtens Transportakte T32141/1980.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 135, Paarl. [Tel. (02211) 28057.]

Gedateer te Bellville hede die 6de dag van November 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 688/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Mrs C. Street**, Plaintiff, and **M. S. Katase**, and **N. Q. Katase**, Defendants

In pursuance of a judgment in the above Honourable Court of 6 May 1993, and a writ of execution dated 11 May 1993, the following immovable property will be sold in execution, on Wednesday, 9 November 1994 at 10:00, at the Sheriff's Warehouse, KSM Building, Eales Street, King William's Town:

Erf 3882, King William's Town, Municipality and Division of King William's Town, in extent 1 295 (one thousand two hundred and ninety-five) square metres, held by Deed of Transfer T5965/92, situated at 49 Swallow Drive, West Bank, King William's Town, a brick under tile dwelling with four bedrooms, three bathrooms, lounge, dining-room, kitchen, laundry and single garage.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of 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 4th day of November 1994.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr G. C. Webb/Mrs Clarke.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Michael Douglas Wyld**, Plaintiff, and **L. Swart**, Defendant

In pursuance of a judgment in the Court of the Magistrate of East London, and a warrant of execution dated 6 September 1994, the property listed hereunder will be sold in execution on 11 November 1994 at 10:00, at 46 Two Rivers Drive, Dorchester Heights, East London, to the highest bidder:

Erf 20994, East London, Municipality and Division of East London, in extent 902 square metres, held under Deed of Transfer T4729/92.

The property is situated at 46 Two Rivers Drive, Dorchester Heights, East London.

Conditions of sale: The property shall be sold to the highest bidder without reserve and the sale shall be subject to the provisions of the Magistrates' Courts Act. The purchase price shall be paid as to a deposit of 10% (ten per cent) on the date of the sale and the balance, together with interest, shall be paid or secured by an approved guarantee within 14 (fourteen) days of date of the sale.

Dated at East London this 6th day of October 1994.

Michael D. Wyld, Plaintiff, 17 Terminus Street, Third Floor, Adrey House, East London. (Ref. D. Niekerk.)

Case 25302/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hubrey Creigh Jordaan**, Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 25 August 1993, the property listed hereunder will be sold in execution on Friday, 4 November 1994 at 14:15, at the front entrance of the Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 7869, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 462 square metres, situated at 16 Norval Street, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick dwelling house consisting of lounge, kitchen, two bedrooms, bathroom with w.c.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on the 3rd day of October 1994.

J. G. Richards, for Rushmere Noach Inc., Plaintiff's Attorneys, 21 Chapel Street, Port Elizabeth. [Tel. (041) 55-7788.] (Ref. Mr Richards/ap.)

Case 187/93

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Hermanus Janse van Rensburg**, Execution Debtor

In execution of a judgment in the Magistrate's Court, Bedford, on 9 November 1993 in the above matter a sale without reserve will be held in front of the Court House, Magistrate's Court, Bedford, on 23 November 1994 at 10:00, of the undermentioned property of the Execution Debtor on the conditions which will be read by the Sheriff of the Magistrate's Court, Bedford, before the sale:

Property Erf 522, Bedford, in the Municipality and Division of Bedford, in extent 2 141 square metres, held by Deed of Transfer T22036/1990, and situated at 12 Stockholm Street, Bedford.

Improvements: A dwelling-house.

The terms are 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer to be secured by a bank or building society guarantee to be furnished within twenty (20) days from the date of sale. Auctioneer's charges payable by the purchaser to the Sheriff on the day of sale.

Dated at Bedford this 5th day of October 1994.

Abrahamson & Reynolds, Attorneys for the Execution Creditor, Donkin Street, Bedford. [Tel. (046) 685-0016 or (0424) 3-1105.] (Ref. R. J. Reynolds.)

Case 8993/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Henry Prins**,
First Judgment Debtor, and **Sylvia Florence Prins**, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Kuils River, dated 3 March 1993, and a writ of execution issued thereafter, the following property will be sold in execution in front of the Magistrate's Court, Kuils River, on 9 November 1994 at 10:30, to the highest bidder, namely:

Erf 382, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T29113/1989, commonly known as 21 Gaby Street, Devon Park, Eerste River, and comprising the following improvements but nothing is guaranteed:

A single dwelling built with bricks under an asbestos tiled roof consisting of approximately three bedrooms, kitchen, lounge, bathroom, toilet and garage.

Conditions of sale:

1. The property is sold voetstoots and ten per cent (10%) of the purchase price shall be paid in cash and the balance against transfer.
2. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff for the Magistrate's Court and the offices of Plaintiff's attorneys.

Dated at Athlone on this 6th day of October 1994.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. YE/vp/F-36/92.)

Saak 8350/89

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOUD TE UITENHAGE

In die saak tussen **Eerste Nasionale Wesbank Bepers**, Eksekusieskuldeiser/Eiser, en **Deon Phillip Brewis**,
Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 9 Maart 1990, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, met 'n reserwe prys R sonder reserwe, op 10 November 1994 om 11:00, voor die Landdroshof, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Stockenstroomstraat 12, Uitenhage, en/of Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, en wat deur die Balju vir die Landdroshof, Uitenhage-Suid, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet en reëls en daarvolgens neergelê en die voorwaardes van die Akte van Transport asook die verkoopvoorwaardes.
2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: 'n Woonhuis met gewone buite geboue.
3. Een tiende (1/10) van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met rente soos gevra in die Eerste Verbandakte geregistreer teen die eiendom betaalbaar met 'n bank- of bouverenigingstjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond geleë in die Munisipaliteit van Despatch, afdeling Uitenhage, Erf 4128, Despatch, groote 912 vierkante meter, Transportakte T30449/1982, geleë te Hofmeyerstraat 21, Despatch.

Geteken te Uitenhage op hierdie 30ste dag van September 1994.

Le Roux Cubitt & Cronjé, Prokureurs vir Eksekusieskuldeiser, Blenheimhuis, Bairdstraat 4, Posbus 16, Uitenhage, 6230. (Verw. EVN/mev Hayes/lnv/mk/S01594.)

Case 6132/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Jose de Viveiros Santos**

The following property will be sold in execution by public auction held at 18 President Steyn Street, Ruyterwacht, to the highest bidder on 8 November 1994 at 11:00:

Erf 3256, Epping Garden Village in the Local Area of Ruyterwacht, Cape Division, in extent 440 (four hundred and forty) square metres, held by Deed of Transfer T33298/90, situated at 18 President Steyn Street, Ruyterwacht.

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, kitchen, three bedrooms, toilet and bathroom. *Outbuilding:* Detached single garage.
3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 a approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 3rd day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Nedcor Bank Limited** Plaintiff, and **Werner Booysen**, Defendant

In pursuance of a judgment in the Court of the Magistrate, at Port Alfred, dated 1 June 1994 the following immovable property will be sold in execution on Friday, 11 November 1994 at 12:00, at 17 Kabeljou Drive, Boesmansriviermond.

Erf, 687 Boesmansriviermond, in the Municipality of Boesmansriviermond, Division of Alexandria, in extent nine hundred and ten (910) square metres.

The following information is furnished regarding the property, but is not guaranteed: Vacant Land.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Plaintiff's attorneys, to be furnished to the Sheriff, of the Magistrate's Court, Alexandria within Fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the offices of the Magistrate, Port Alfred, the Plaintiff's attorneys and the Sheriff, Alexandria. Interested parties are asked to contact the Plaintiff, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Port Alfred, on this 26th day of September 1994.

De Klerk & Pitcher, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr De Klerk/2933.)

Case 33657/93

MAGISTRATE'S COURT PORT ELIZABETH HELD AT PORT ELIZABETH

Absa Bank Limited t/a United Bank (formerly United Bank Limited, formerly United Building Society Limited)
versus **Graham Davis and Lilly Davis**

The following property will be sold in execution at the Magistrate's Court, front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 4 November 1994 at 14:15, to the highest bidder:

Erf 496, Bloemendal, in extent 728 (seven hundred and twenty eight) square metres, held by Deed of Transfer T77707/92, situated at 47 Donnelly Street, Bethelsdorp, Port Elizabeth.

1. The following improvements are reported but not guaranteed:

Dwelling: Vacant Plot.

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 at 16% p.a. 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.

Goldberg & De Villiers, Attorneys for Judgment Creditor, First Floor, University Chambers, 26 Bird Street, Port Elizabeth. (Ref. D. Ferriera/ejr.)

Case 5278/93

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 **Imraan Mahmood**, Judgment Debtor

The following will be sold in execution in front of the Court-house, for the District of Wynberg, on 8 November 1994 at 10:00, to the highest bidder:

Erf 114342, Rylands Estate, measuring 472 (four hundred and seventy-two) square metres, held by Transfer 41550 dated 20 August 1984, situated at 49 Plettenberg Road, Rylands Estate.

1. The following improvements on the property are reported, but nothing is guaranteed: Kitchen, lounge, dining-room, seven bedrooms, two toilets, bathroom and shower, two store-rooms, pantry, servants' quarters, garage and extra sitting-room.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X3C0348/103780.)

Case 2907/93

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

In the matter between **ABSA Bank limited**, Plaintiff, and **Campbell McCraw R.E. (Pty) Ltd**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 10 November 1994 at 10:00, on site to the highest bidder:

Erf Section 11, on Section Plan SS193/1985 Candlewood, 46 (forty-six) square metres, held by Certificate of Registered Sectional Title ST193/1985 (1) (Unit), situated at 8 Candlewood, Victoria Avenue, Hout Bay, 7800.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,75% (seventeen comma seven five per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer of the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 4306/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Louwrens Christopher Ford and Anna Ford**

The following property will be sold in execution at the site of the property, 56 Duncan Street, Parow Valley, Western Cape, on Monday, 14 November 1994 at 11:30, to the highest bidder:

Remainder Erf 10068, Parow, in extent 492 square metres, held by T23264/1991, situated at 56 Duncan Street, Parow Valley, Western Cape.

1. The following improvements are reported but nothing guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom, shower/toilet, detached servant's room and carport.

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. D4U0104/104430/gl.)

Case 8619/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Petrus Johannes Rens and Kim Terese Marais**

The following property will be sold in execution at the site of the property, Eldorado, Joostenberg Vlakte, Western Cape, on Monday, 14 November 1994 at 10:00, to the highest bidder:

Portion 97, portion of Portion 78, of the farm Joostenberg Vlakte 728, in extent 8 179 square metres, held by T41144/1991, situated at Eldorado, Joostenberg Vlakte, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, TV room, study, kitchen, laundry, four bedrooms, bathroom/shower, toilet, bathroom/toilet, double garage, workshop/store room, swimming-pool and chicken coop.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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. D2U0699/102874/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Abraham October and Audrey Gertrude October**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 14 November 1994 at 09:00, to the highest bidder:

Erf 4783, Blue Downs, in extent 312 square metres, held by T46262/1990, situated at 22 Camelia Street, Forest Village, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0230/114855/gl.)

Case 10628/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Keith Maurice Adams**, First Judgment Debtor, and **Wendy Margaret Russouw**, Second Judgment Debtor

In pursuance of a judgment granted on 26 August 1994, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 15 November 1994 at 10:00, at Mitchells Plain, Court-house:

Description: Erf 1862, Mandalay, in the Division of the Cape, in extent five hundred and thirty-two (532) square metres.

Postal address: 28 Summer Place, Merrydale, Mandalay.

Improvements: Dwelling: Three bedrooms, kitchen/dining-room/lounge, bathroom and toilet, held by Deed of Transfer 15082/88.

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 20th day of September 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 173/94

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

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Jacobus Olivier**, Judgment Debtor

In pursuance of a judgment granted on 26 July 1994, in the Kathu Magistrate's Court, the following property will be sold to the highest bidder on 19 November 1994 at 10:00, at 22 Tinkinkie Avenue, Dingle, Kathu:

Description: Erf 133, Dingle, situated in the Municipality of Kathu, Kuruman Division, in extent 1 604 (one thousand six hundred and four) square metres.

Postal address: 22 Tinkinkie Avenue, Dingle, Kathu.

Improvements: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, staffroom, toilet and garage, held by Deed of Transfer 947/91.

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 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 19th day of September 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 11571/93

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 **Luticia Evelyn Jaftha**, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain, on 10 November 1994 at 10:00, to the highest bidder:

Erf 37371, measuring 288 (two hundred and twenty-eight) square metres, held 42 Bergsig Avenue, Woodlands, Mitchells Plain:

1. The following improvements on the property are reported, but nothing is guaranteed: Kitchen, lounge, bathroom and toilet, three bedrooms.

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. The full conditions of sale which will be read out by the Messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. 109653/Mrs Liebrandt.)

Saak 708/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **P. J. Fester**, Eiser, en **E. M. Fortuin**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 17 November 1994 om 10:00, by die perseel van die onroerende eiendom te wete Gazoniastraat 3, Protea Park, Atlantis:

Die onroerende eiendom wat te koop aangebied word, word beskryf as sekere Erf 10374, Wesfleur, in die plaaslike gebied Atlantis Residensieel, afdeling Kaap, groot 251 (tweehonderd een-en-vyftig) vierkante meter, gehou kragtens Transportakte T70836/1993.

Voormelde eiendom is beswaar met die volgende verbande, te wete:

1. Verbandakte B68178/1993 vir 'n bedrag van R28 000 ten gunste van ABSA Bank Beperk.

2. Verbandakte B86149/1993 vir 'n bedrag van R10 055 ten gunste van ABSA Bank Beperk.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes, van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalinge van artikel 66 van voormelde Wet.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingdatum deur middel van bank- of bougenootskapwaarborg, gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Malmesbury.

Geteken te Bellville op die 19de dag van September 1994.

L. Sandenbergh, vir Van Reenen & Vennote, Tygerbergseentrum 301, Voortrekkerweg, Bellville.

Case 6925/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL GEHOU TE PAARL

ABSA Bank Limited, trading as United Bank, *versus* **Mogamet Zadick Samaai** and **Faeekah Samaai**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Tuesday, 15 November 1994 at 10:00, to the highest bidder.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1298/100491/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Mohamed Toyer and Denise Ann Toyer**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 14 November 1994 at 10:00, to the highest bidder:

Erf 588, Weltevreden Valley, in extent 280 square metres, held by T31620/1989, situated at 3 Villa Park The Leagues, Weltevreden Valley, Western Cape:

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per 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 is 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. (DOU2530/100307/gl.)

Case 7058/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **Andrew Snell**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 22 October 1992, the property listed hereunder will be sold in Execution on 1 November 1994 at 09:00, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

Certain: Erf 8520, Blue Downs, in the Local Area of Blue Downs, Division Stellenbosch, known as 6 Velvet Crescent, Tuscany Glen, Blue Downs, in extent 378 (three hundred and seventy-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Three bedrooms, kitchen, lounge, bathroom, toilet and tiled roof.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, in Bellville. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (Ref. INV/MB/NB26.)

Case 15342/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Aubrey Charles Henderson and Nazlie Bremner**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 9 November 1994 at 10:00:

Erf 1108, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 461 (four hundred and sixty-one) square metres, held by Deed of Transfer T23919/93, situated at 7 Tracy Avenue, Weltevreden Valley, 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 the 23rd day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

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

ABSA Bank Limited, trading as United Bank, *versus* **Lloyd Rodney Clyde Matolia and Rosemary Frances Matolia**

The following property will be sold in execution by public auction held at Bellville Court, to the highest bidder on 7 November 1994 at 14:00:

Erf 32383, Bellville, in the Local Area of Belhar, Cape Division, in extent 376 (three hundred and seventy-six) square metres, held by Deed of Transfer T43393/93, situated at 24 Mimosa Crescent, Mimosa Village, Belhar.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet and toilet/shower.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 23rd day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 22608/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MICHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Gavin Martin, and Desiree Patricia Martin**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 9 November 1994 at 10:00:

Erf 1898, Mandalay, in the Division of the Cape, in extent 537 (five hundred and thirty-seven) square metres, held by Deed of Transfer T10881/88, situated at 19 Kent Road, Merrydale, Mandalay, 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 the 23rd day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6439/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Elizabeth Johanna Dames**

The following property will be sold in execution by public auction held at Kuils River, to the highest bidder on 7 November 1994 at 09:00:

Erf 4229, Eerste River, in the Local Area of Blue Downs, Division Stellenbosch, in extent 400 (four hundred) square metres, held by Deed of Transfer T33565/93, situated at 29 Turban Road, Constantia Park, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 23rd day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

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

ABSA Bank Limited, trading as United Bank, *versus* **Carl Thieras**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 7 November 1994 at 09:00:

Erf 583, Blue Downs, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent 225 (two hundred and twenty-five) square metres, held by Deed of Transfer T59406/90, situated at 6 Kirchen Crescent, Silversands, 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 living/kitchen, three bedrooms, bathroom/toilet and toilet. *Outbuildings:* Single garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 23rd day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Investec Bank Limited**, Plaintiff, and **Basil Johannes Frederick Simons**, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of The Cape, dated 16 July 1993, and writ of execution dated 26 August 1994, the following will be sold in execution on 10 November 1994 at 11:30, at the site, being:

Erf 107970, Cape Town at Maitland, in the Municipality of Cape Town, Cape Division, in extent 507 square metres, also known as 160 12th Avenue, Kensington.

The following improvements are reported to the property but not guaranteed:

A dwelling of brick walls consisting of lounge, dining-room, kitchen, bathroom and three bedrooms.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. *Payment:*

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guarantee cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 interest shall further be paid on any preferent Creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the 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 27th day of September 1994.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Bankfin, Eiser, en **Coenraad Edward van Greunen**, Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie uitgevoer op 20 Julie 1994, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 17 November 1994 om 11:00, te Landdroskantore, Durbanstraat, Uitenhage:

Sekere stuk grond synde Erf 3206, Despatch, geleë in die munisipaliteit Despatch, en afdeling Despatch, groot 814 (agthonderd en veertien) vierkante meter.

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

Die eiendom is geleë en bekend as Hoofstraat 118, Despatch, met sekere verbeterings daarop aangebring.

Voorwaardes van verkoop:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder, onderworpe aan die terme en voorwaardes van die Landdroshowet en reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju vir die Landdroshof, asook 4% (vier persent) Balju vir die Landdroshof afslaaersfooi.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborg ten gunste van die Vonnisskuldeiser en/of sy genomineerdes by die Balju vir die Landdroshof ingehandig te word binne 21 dae na datum van verkoping, welke waarborg op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers.

3. Al die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid.

Gedateer te Uitenhage op hede die 22ste dag van September 1994.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14B, Posbus 903, Uitenhage, 6230.

Case 7773/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Thenus Johannes Pieterse**, Judgment Debtor

In pursuance of a judgment granted on 13 July 1994 in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 11 November 1994 at 10:00, at Vredenburg Court-house:

Description: Erf 1144, St Helena Bay in the Municipality of St Helena Bay, Malmesbury Division, in extent six hundred and twenty-four (624) square metres.

Postal address: Erf 1144, St Helena Bay.

Improvements: Vacant land.

Held by Deed of Transfer 43499/82.

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 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 27th day of September 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 5249/94

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 **Bertha Olifant**, Judgment Debtor

In pursuance of a judgment granted on 17 August 1994, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 14 November 1994 at 09:00, at Mitchells Plain Court-house:

Description: Erf 31369, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent one hundred and forty-four (144) square metres.

Postal address: 44 Rugby Crescent, Beacon Valley.

Improvements: Dwelling: Three bedrooms, lounge, kitchen and toilet/bathroom (not guaranteed).

Held by Deed of Transfer 45332/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per 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 27th day of September 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.]

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH

In the matter between **United Bank**, a Division of ABSA Bank Limited, Plaintiff, and **Nello van de Vyver Jansen**,
First Defendant, and **Mariette Jansen**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 8 April 1992, and a warrant of execution dated 8 April 1992, the following property will be sold in execution without reserve to the highest bidder on 4 November 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Portion 60, portion of Portion 34, of the farm Gedultsrivier 411, in the Division of Uitenhage, in extent 6,2132 (six comma two one three two) square metres, situated at 60 Marsellaie Road, Gedultsrivier, Port Elizabeth, held under Deed of Transfer T49446/84.

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

A dwelling-house consisting of lounge, family room, dining-room, kitchen, four bedrooms, bathroom, separate w.c., en suite (bath/shower/w.c.) and tripple garage.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth this 30th day of September 1994.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX420.)

Case 33938/89

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

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Sedick Japtha**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 November 1994 at 10:00, to the highest bidder:

Erf 8816, Grassy Park at Lotus River, in extent 467 square metres, held by T43070/1983, situated at 17 Cypress Avenue, Lotus River, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1687/104444/gl.)

Case 39348/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Andrew Desmond Geduld** and **Caroline Ann Geduld**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 November 1994 at 10:00, to the highest bidder:

Erf 10656, Grassy Park, in extent 130 square metres, held by T21161/1990, situated at 7 Field Close, Grassy Park, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room/kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0391/102882/gl.)

Case 560/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Norman Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 16 November 1994 at 10:00, to the highest bidder:

Erf 119251, Cape Town at Retreat, in extent 423 square metres, held by 20132/1987, situated at 18 Sylvester Road, Retreat, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, detached double garage, servant's room and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1292/103280/gl.)

Saak 48911/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **P. J. R. Toy**, Verweerder

Ter uitvoering van 'n uitspraak gelewer deur die bovermelde Agbare Hof op 18 Julie 1994, in die bovermelde saak, sal 'n veiling sonder voorbehoud gehou word deur die Balju, Stellenbosch, te Suurbessiestraat 21, The Ridge, op 22 November 1994 om 09:00, van die ondervermelde eiendom van die Vonnisskuldenaar op die voorwaardes wat tydens die veiling deur die afslaer voorgelees sal word en welke voorwaardes ter insae is in die kantoor van die bovermelde Balju:

Sekere Erf 10592, Stellenbosch, in die plaaslike gebied Stellenbosch, groot 296 (tweehonderd ses-en-negentig) vierkante meter, ook bekend as Suurbessiestraat 21, The Ridge, Stellenbosch, gehou kragtens Transportakte T11057/92, 'n woning met drie slaapkamers, oopplan kombuis sit-eetkamer, badkamer en aparte toilet.

Voorwaardes: Tien persent (10%) van die koopprys en vier persent (4%) afslaersgeld (minimum R20) sal kontant op die veilingsdag betaal word, die res teen oordrag wat gesekureer moet word deur 'n bank of bouverenigings of ander aanvaarbare waarborg, wat binne 20 (twintig) dae aan die Balju gelewer moet word. Die koper sal aanspreeklik wees om rente te betaal teen die koers van 20,75% (twintig komma sewe vyf persent) van die veilingsdatum af tot datum van oordrag aan die gesekureerde krediteur, naamlik Eerste Nasionale Bank, in wie se guns verband oor die eiendom geregistreer is.

Gedateer te Stellenbosch op hede die 6de dag van Oktober 1994.

Carinus & Botha, Prokureurs vir Vonnisskuldeiser, Heroldstraat 19, Stellenbosch.

Case 6993/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **George Benjamin Fourie** and **Monezia Sandra Charmaine Fourie**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 8 November 1994 at 09:00, to the highest bidder:

Erf 4610, Blue Downs, in the Local Area of Blue Downs, in extent 272 (two hundred and seventy-two) square metres, held by Deed of Transfer T50718/93 and situated at 65 Plane Street, Blue Downs, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 29th day of September 1994.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z26940.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited *versus* **Shane Peters and Wilma Roelien Peters**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 8 November 1994 at 09:00, to the highest bidder:

Erf 2819, Eerste River, in the Local Area of Blue Downs, in extent 329 (three hundred and twenty-nine) square metres, held by Deed of Transfer T56071/92 and situated at 1 Tarpon Close, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 28th day of September 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z25960.)

Case 25154/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff (Judgment Creditor), and **Melvin Hector Barnes**, First Defendant (First Judgment Debtor), **Vanessa Brigitte Barnes**, Second Defendant (Second Judgment Debtor), and **Selwyn Henry Barnes**, Third Defendant (Third Judgment Debtor)

In pursuance of a judgment in the Court of the Magistrate for the District of the Cape dated 23 January 1990, and warrant of execution issued in pursuance thereof, the following property will be sold in execution on 8 November 1994 at 10:30, at the site, being:

Erf 16519, Cape Town at Salt River, situated in the City of Cape Town, Cape Division, in extent one hundred and forty-nine (149) square metres, held by the Defendants by Deed of Transfer T57283/1987, also known as 36 Goldsmith Road, Salt River.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: A single-storey semi-detached dwelling built of brick under iron roof, consisting of an entrance hall, lounge, two bedrooms, kitchen and bathroom.

3. Payment:

3.1 One tenth ($\frac{1}{10}$) of the purchase price shall be paid to the Sheriff or his nominee by not later than 16:30 on the day of the sale.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

3.3 Interest shall be paid on:

3.3.1 The amount of the Plaintiff's claim at the current rate of interest applicable thereto for each month or part thereof from the date of sale to the date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to the date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above shall be secured by the purchaser by an approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the plaintiff's conveyancers.

4. Full conditions of sale:

The full conditions of sale, which will be read out by the Sheriff of the Court or the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff of the Court at Cape Town or at the offices of the undersigned.

R. E. Ellis & Associates, Attorneys for Plaintiff, Premier Centre, 451 Main Road, Observatory.

Saak 30146/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mveliso Ngomane**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 27 Oktober 1992, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 11 November 1994 om 14:15, by die Nuwe Gereghowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 1504, Fairview, in die Munisipaliteit en Afdeling Port Elizabeth, groot 875 vierkante meter, gehou kragtens Transportakte T24867/92, ook bekend as Pineweg 60, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit vier slaapkamers, sitkamer, kombuis, een en 'n halwe badkamer, gesinskamer en enkelmotorhuis.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth Suid (Tel. 54-2781.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die Afslaaers en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth Suid (Tel. 54-2781.)

Datum: 6 Oktober 1994.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z6094.)

Case 60/94

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Shaik Ebrahim Allie** and **Shabira Allie**

The following property will be sold in execution by public auction held at 20 Fourth Avenue, Fairways, to the highest bidder on 8 November 1994 at 12:00:

Erf 74903, Cape Town at Cape Town, in the Municipality of and Division of Cape Town, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T21968/92, situated at 20 Fourth Avenue, Fairways.

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, family room, three bedrooms, kitchen, bathroom/toilet, single garage 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 21st day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 16384/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Johann Stassen** and **Maria Margharetha Jacobs Stassen**

The following property will be sold in execution by public auction held at 23 Van Eyssen Street, Parow, Bellville, to the highest bidder on 8 November 1994 at 12:00:

Erf 7513, Parow, situated in the Municipality of Parow, Division of Cape, in extent 498 (four hundred and ninety-eight) square metres, held by Deed of Transfer T27728/77, situated at 23 Van Eyssen Street, Parow, Bellville.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A flat consisting of lounge, dining-room, study, kitchen, scullery, pantry, three bedrooms and bathroom/toilet. **Outbuilding:** Detached, store and garage.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Theunis Christoffel Wium and Fiona Jacqueline Wium**

The following property will be sold in execution by public auction held at 46 Livingstone Street, Windsor Park, Kraaifontein, to the highest bidder on 11 November 1994 at 10:00:

Erf 7042, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 742 (seven hundred and forty-two) square metres, held by Deed of Transfer T17886/91, situated at 46 Livingstone Street, Windsor Park, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower, toilet, single garage and laundry.

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 3rd day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 7857/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Filipus Weavers and Hester Susanna Weavers**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 8 November 1994 at 09:00:

Erf 1548, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 300 (three hundred) square metres, held by Deed of Transfer T34642/92, situated at 31 Oxalis Street, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 4th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 18559/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as Allied Bank, *versus* **Glen Timothy Geoffrey Brooke-Alder**

The following property will be sold in execution by public auction held at 2 Glen Court, Kloofnek Road, Oranjezicht, to the highest bidder on 10 November 1994 at 09:30:

A unit comprising Section 2 and its undivided share in the common property in the Glen Court Sectional Title Scheme, in extent 63 (sixty-three) square metres, held by Deed of Transfer ST14818/93, situated at 2 Glen Court, corner of Kloofnek and Newport Roads, Oranjezicht.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A flat consisting of entrance hall, lounge, kitchen, bedroom 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 27th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2673/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Robert Boly Horswell** and **Miriana Christella Horswell**

The following property will be sold in execution by public auction held at 56 Middelburg Street, Atlantis, Wesfleur, to the highest bidder on 4 November 1994 at 10:00:

Erf 5075, Wesfleur, in the Atlantis Residential Local Area, Division of Cape, in extent 788 (seven hundred and eighty-eight) square metres, held by Deed of Transfer T00620/92, situated at 56 Middelburg Street, Atlantis, Wesfleur.

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, three bedrooms, bathroom, toilet and kitchen.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 13584/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Roy Clive Herman** and **Florence Louisa Herman**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 7 November 1994 at 09:00:

Erf 11702, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 196 (one hundred and ninety-six) square metres, held by Deed of Transfer T63547/91, situated at 9 Southern Cross, Rocklands, 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, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of September 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 2740/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOUD TE MOSSELBAAI

In die saak tussen **ABSA Bank Beperk**, voorheen United Bouvereniging Beperk, Eiser, en **Virgia Ronald Prins**, Eerste Verweerder, en **Charmaine Prins**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Mosselbaai, en 'n lasbrief vir eksekusie gedateer 6 September 1994 sal die volgende eiendom verkoop word deur Mosselbaai Afslaaers en Assuransieagente, aan die hoogste bieder op Woensdag, 9 November 1994 om 11:30, te ondervermelde perseel:

Erf 11029, Mosselbaai, in die Munisipaliteit en Afdeling Mosselbaai, groot 527 (vyfhonderd sewe-en-twintig) vierkante meter, gehou kragtens Transportakte T29083/88 (ook bekend as Steenbrasstraat 19, Mosselbaai).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis met sitkamer, kombuis, drie slaapkamers en badkamer.

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 titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprijs sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 15,25% (vyftien komma twee vyf persent) per jaar sal binne 14 dae vanaf datum van verkoping aan die Balju of die oordragprokureurs betaal word of gedek word deur 'n goedgekeurde bank- of bouverenigingswaarborg binne die gemelde tydperk.

3. *Voorwaardes:* Die voorwaardes van verkoping lê vir insae by die kantoor van Miller Terblanche & Zietsman, Cuffstraat 5, Mosselbaai, en die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai op hierdie 4de dag van Oktober 1994.

Miller Terblanche & Zietsman, Prokureurs vir Eiser, Cuffstraat 5, Posbus 83, Mosselbaai, 6500.

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Ernest Marais Brand**, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 14 November 1994 om 10:00, te Monte Riolaan 7, Paarl, naamlik:

Erf 9207, Paarl, in die munisipaliteit en afdeling Paarl, groot 603 (seshonderd en drie) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T71084/92T, en geleë te Monte Riolaan 7, Paarl.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, een en 'n half badkamer, kombuis en twee motorhuise.

Onderworpe aan die veilingvoorwaardes hieronder uiteengesit:

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarönder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belasting en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 20ste dag van Oktober 1994.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 2601/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Jacob van der Westhuizen**, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 8 November 1994 om 10:00, te Gardeniastraat 6, Paarl-Oos, naamlik:

Erf 10524, Paarl, in die munisipaliteit en afdeling Paarl, groot 618 (seshonderd en agtien) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T33827/90, en geleë te Gardeniastraat 6, Paarl-Oos.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis en sitkamer.

Onderworpe aan die veilingvoorwaardes hieronder uiteengesit:

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarönder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belasting en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 21ste dag van Oktober 1994.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 6384/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mervin Bailey**, and **Desiree Elaine Bailey**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 8 November 1994 at 09:00:

Erf 2688, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 301 (three hundred and one) square metres, held by Deed of Transfer T60689/92, situated at 23 Boilvia Street, Blue Downs, 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 the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 5th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 153/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nontutuzelo Grace Mpehlo**, Defendant

In execution of a judgment granted in the above Court on 27 February 1992, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on 4 November 1994 at 11:00:

The right, title and interest in the leasehold in respect of Erf 3861, Rini, in the Municipality of Grahamstown, Division of Albany, in extent 972 square metres, held by substituted Deed of Grant T167/1968.

The property consists of a house with two bedrooms, lounge, kitchen and garage.

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.

Saak 20940/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mzolisi David Landu** en **V. E. Landu**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 628, Nu 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2468/90, grootte 222 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpoort Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Temba Shepherd Klaas en Sindiswa P. Klaas**, Verweerders

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die Nuwe Gereghowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 378, NU 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3241/89, grootte 306 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Prokureurs vir Eiser, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9984/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Zukile Eric Kaya**, 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 11 November 1994 om 14:15, voor die hoofingang van die Nuwe Gereghowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1358, NU 4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1518/89, grootte 286 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Prokureurs vir Eiser, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20953/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **John Kamkam en Nomhle I. Kamkam**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die Nuwe Gereghowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 314, NU 6 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1212/89, grootte 227 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Prokureurs vir Eiser, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9947/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Tembekile Johnny Jantjies**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1026, NU 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1747/90, grootte 200 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9963/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mzolisa Isaac**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1216, NU 4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1283/89, grootte 276 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20398/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Vuyani Maxin Habana en Linda Gladys P. Habana**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1688, NU 9 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1564/91, grootte 200 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mavis Zisiwe Gxoyiya**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 701, NU 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1029/89, grootte 200 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9986/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Thokazi Beverly Gumbo**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 667, NU 3 Phase 1 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2231/89, grootte 200 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20946/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Nomathamsanqa Maud Gugwini**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 884, NU 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3270/90, grootte 200 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9940/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mamkeli Phillip en Nomfundo Ethel Gqomo**,
Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 569, NU 1 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL0458/89, grootte 200 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 10233/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Pumzile Nimrod en Nomvuyiseko Faith Fruneki**,
Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 70, NU 6 Phase 1 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1673/89, grootte 288 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9971/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Lungile Boyce Adams**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 398, NU 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1614/89, grootte 292 vierkante meter.

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

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg op hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20939/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mvuleni Peter Tshayina**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 23, NU 3 Phase 1 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3369/89, grootte 276 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 15475/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Xolile Richard Stamper** en **N. A. Stamper**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 233, NU 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL0565/89, grootte 233 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9999/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Malusi Sebastian Shusha**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1091, NU 3 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL526/91, grootte 196 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9989/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mfeneza Wollias Nyamanda en V. I. Nyamanda**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 537, NU 3 Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1491/89, grootte 240 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpoort Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 29711/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Ernest Mzwandile Ntuli**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1329, NU 8 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell gehou kragtens Grondbrief TL3948/88, grootte 220 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpoort Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 38404/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Bukiwe Joan Noluthungu**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 221, NU 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL0729/89, grootte 249 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpoort Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20961/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mbuzeli Reuben Nkohla en V. V. Nkohla**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 618, NU 3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2338/89, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpoort Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 7601/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Nceba Gladman Njalo**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 742, NU 1 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL918/88, grootte 327 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpoort Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 1604/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Nzimeni Mxokozeli en Nomajamani V. Mxokozeli**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1448, NU 7 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL937/91, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpoort Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9938/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Thembekile Jeffrey Mtya** en **Ndileka Gloeia Mtya**,
Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 527, NU 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3756/89, grootte 290 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 29700/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Siphokazi Margaret Mtakati**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 907, NU 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL4019/89, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 22502/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Nene George Msengi** en **Miselwa M. Msengi**,
Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 592, NU 3 Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2154/89, grootte 212 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39732/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Zemile Moli**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1030, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1962/90, grootte 437 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9948/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Cynthia Nomonde Mbambo**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1062, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1861/89, grootte 260 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 35822/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Nompumelelo Gloria Matshona**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1293, NU 3, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2711/89, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9992/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Phakamile Wilson Mancam** en **Noluthando B. Mancam**,
Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 947, NU 9, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL224/91, grootte 240 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 34341/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mcoseleli Ference Makwezela** en
Nocawa M. Makwazela, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 329, NU 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL935/88, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 6807/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Buyiswa Patricia Makinana**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1236, NU 3, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3578/89, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 20964/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Danile Albert Magwevana** en **Noyise S. Magwevana**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 565, NU1. Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2090/88, grootte 207 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9970/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Thembeke Gloria Mafaya**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 387, NU3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL0181/89, grootte 280 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 35824/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mahlubonke Matthews Mabandilela**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1075, NU4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2090/91, grootte 278 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 10002/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Eric McCedisi Tyibilika** en **N. S. Tyibilika**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1121, NU3 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL0295/89, grootte 220 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 22562/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Velile Joseph Xali** en **Thembeke Joyce Xali**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1353, NU4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1628/90, grootte 268 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 9996/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Surgeon Zini**, 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 11 November 1994 om 14:15, voor die hoofingang van die nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1248, NU4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1449/89, grootte 284 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van Oktober 1994.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusieskuldeiser, en **Die Trustes Indertyd van die Johnstone Family Trust**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 22 Julie 1994, en daaropvolgende lasbrief vir eksekusie gedateer 22 Julie 1994, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 9 November 1994 om 10:00, te E. Callina, Danabaai, Mosselbaai:

Erf 7942, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 920 (negehonderd-en-twintig) vierkante meter, geleë te E. Callina, Danabaai, Mosselbaai en bestaande uit 'n leë erf.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Montagustraart 99, Mosselbaai en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Case 9619/94
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 **Felicia Monica Petersen**, 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 19 Springfield Terrace A Block, Springfield Terrace, Woodstock, at 11:00, on Tuesday, 15 November 1994, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town.

(a) Section 19, as shown and more fully described on Sectional Plan SS192/92, in the scheme known as Springfield Terrace A, in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 33 (thirty three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and situated at 19 Springfield Terrace A Block, Springfield Terrace, Woodstock.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 33 square metre main dwelling consisting of a lounge, bedroom, kitchen and bathroom with 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 on this the 12th day of October 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1833/4591.)

Case 8178/94
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 **Johann Frederick Calitz**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at Erf 629, Freezia Street, Struisbaai, on Saturday, 12 November 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, 57 Church Street, Bredasdorp.

Erf 629, Struisbaai, in the area of the Local Council of Struisbaai, Division of Bredasdorp, in extent 752 square metres and situated at Erf 629, Freezia Street, Struisbaai.

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

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens on this the 12th day of October 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1801/4533.)

Case 2188/92
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 **Timothy John Clark**, First Defendant, and **Jennifer Anne Clark**, 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 25A Baleia Road, Ottery, on Wednesday, 30 November 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 3633 (portion of Erf 307), Ottery, in the Municipality of Cape Town, Cape Division, in extent 240 square metres, and situated at 25A Baleia Road, Ottery.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 78 square metre main dwelling consisting of an entrance hall, lounge, kitchen, three bedrooms, bathroom with water closet and a water closet with shower.

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 7th day of October 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S640/1769.)

Case 13206/92

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

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 **Brian John Littler**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court at 19 Capri Road, St James, Cape Town, on Wednesday, 2 November 1994 at 11:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Magistrate's Court, Simon's Town, at 131 St George's Street, Simon's Town, Cape Town.

Erf 88496, Cape Town Township, measuring 320 (three hundred and twenty) m², held by the Defendant under Deed of Transfer T41923/86, being 19 Capri Road, St. James, Simon's Town, Cape Town.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property being a vacant stand.

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 30th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z42239/Mr Roos/sm.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Die Meesters Verteenwoordiger in boedel wyle Jakobus Pickard** (9343/91), Vonnisskuldenaar

Die volgende onroerende eiendom sal in eksekusie verkoop word op 11 November 1994 om 12:00, te Oesterstraat 24, Diazville, Saldanha, naamlik:

Erf 6177, Saldanha, geleë in die Munisipaliteit Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 281 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte T66276/88 en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg): Drieslaapkamerwoonhuis met kombuis, sitkamer, eetkamer, badkamer en enkelmotorhuis.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalings van Wet No. 3 van 1966 en Wet No. 36 van 1966.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. [Tel. (02281) 4-2244.]

Case 990/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **King William's Town Municipality**, Plaintiff, and **Miss B. Mayipase**, Defendant

In pursuance of a judgment in the above Honourable Court of 20 June 1994, and a writ of execution dated 15 June 1994, the following immovable property will be sold in execution on 9 November 1994 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 343 (Breidbach), King William's Town, Municipality and Division of King William's Town, in extent 528 (five hundred and twenty-eight) square metres, being 39 Protea Drive, Breidbach, King William's Town, held by Deed of Transfer T2921/1993.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 7th day of October 1994.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 7407/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

The Municipality of the City of Cape Town, Judgment Creditor, *versus* **Godfrey Basil Adriaanse**, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain on 14 November 1994 at 10:00, to the highest bidder:

Erf 3070, Mitchells Plain, in extent 89 square metres, held by Deed of Transfer 27560 dated 1989-05-22, situated at 3 Toni Lane, Woodlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Double storey maisonette of brick walls under asbestos roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet and outside building.

2. **Payment:** Ten per cent (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck Street, Cape Town. (Ref. 106076/Mrs Wentzel.)

Saak 713/91

IN DIE LANDDROSHOF VIR DIE DISTRIK CLANWILLIAM GEHOU TE CLANWILLIAM

In die saak tussen **Cedar Meule (Edms.) Beperk**, Eiser, en **M. C. Koopman**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Clanwilliam, gedateer 8 November 1991 en 'n lasbrief tot beslaglegging van onroerende eiendom, sal die volgende eiendom by die persele te St Peterstraat 5C, binne die munisipaliteit Lambertsbaai, afdeling Clanwilliam in die openbaar aan die hoogste aanbodmaker verkoop word op Donderdag, 17 November 1994 om 10:00:

Eiendom: Erf 1469, Lambertsbaai, binne die munisipale gebied Lambertsbaai, afdeling Clanwilliam, groot 547 vierkante meter, gehou kragtens Transportakte T1991/92.

Verbeterings: Daar is 'n woonhuis op die eiendom bestaande uit die gewone slaapkamers, kombuis, badkamer, toilet, eetkamer ens. (Hierdie gegewens word volledigheidshalwe verstrek maar word nie gewaarborg nie).

Voorwaardes:

1. 'n Volledige stel verkoopvoorwaardes sal onmiddellik voor die veiling afgelees word en sal ook volgens voorskrifte ter insae lê by die kantore van die Balju te Clanwilliam sowel as by die afslaaers.

2. **Betaling:** 10% (tien persent) van die koopsom sal betaalbaar wees deur die suksesvolle koper sodra die eiendom op hom toegeslaan is en die balans tesame met 16% (sestien persent) rente daarop vanaf die dag van die veiling tot datum van registrasie van transport sal betaalbaar wees teen registrasie van transport in naam van die koper. Behoorlike sekuriteit sal vir sodanige betaling verskaf moet word.

Gedateer te Citrusdal op hierdie 6de dag van Oktober 1994.

Burger & Jonker, Eiser se Prokureurs, Voortrekkerstraat 83, Citrusdal. [Tel. (022) 921-2088.]

Saak 42758/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **William Henry Janneke**, Verweerder

Geliewe kennis te neem dat die eiendom bekend as Erf 8375, Goodwood, geleë in die Goodwood-dorp in die munisipaliteit Goodwood, groot 495 (vier nege vyf) vierkante meter, gehou kragtens Akte van Transport T62808/92, en geleë te Emily Hobhousestraat 5, Goodwood, Kaapstad, in eksekusie verkoop word op 7 November 1994 om 10:00 te die Landdroshof, Voortrekkerstraat, Goodwood.

Gemelde eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, badkamer.

Buitegeboue: Bediendekamer en motorhuis.

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir bogemelde verkoping ter insae lê by die kantore van die Balju, Goodwood, Eppinglaan, Elsiesrivier.

Geteken te Pretoria op hierdie 12de dag van Oktober 1994.

N. Döman, vir Laàs, Döman & Vennote, Vierde Verdieping, Adventiciagebou, Visagiestraat 180, Pretoria. (Tel. 323-2316.) (Verw. N. Döman/yva/NT08-466.)

NATAL

Case 310/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Gertrud Schmidt**, First Defendant, and **Hans Joachim Bruno Schmidt**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 15 April 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 4 November 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Lot 66, Forest Hills, situated in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 140 (one thousand one hundred and forty) square metres, which property is physically situated at 24 Forest Drive, Forest Hills, Kloof, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T14260/88.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile shop restaurant/bar consisting of an office, kitchen, storeroom and two toilets.

Zoning: The property is zoned for commercial, Special 12, purposes and enjoys no special consent 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 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 19th day of September 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/51.] (Ref. CMK/U045/028402/Mrs Chelin.)

Case 166/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Small Business Development Corporation Limited**, Plaintiff, and **Josephina Khayelihle Cele**, First Defendant, and **Mkhohlidwa Ambrose Cele**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Port Shepstone, in the above-mentioned case, and by virtue of a warrant of execution issued thereon, the following immovable property will be sold by public auction to the highest bidder at the Magistrate's Court, Port Shepstone, on Friday, 11 November 1994 at 10:00:

Unit A758, Gamalakhe Township, Port Shepstone, situated in the Township of Gamalakhe, District of Izotsha and in the Southern Natal Joint Service Board Area, Administrative District of KwaZulu, Natal, in extent 471 square metres (four hundred and seventy-one square metres).

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Unit A758, Gamalakhe Township, Port Shepstone. Upon the property is a house under brick and tile consisting of double garage without doors, kitchen, lounge, dining-room, two bedrooms, bathroom, bedroom and bathroom on-suite.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Court, Port Shepstone, within (14) fourteen days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Court, Magistrate's Court, Port Shepstone, KwaZulu, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Port Shepstone.

Mortinson, Stoppel & Co., Plaintiff's Attorneys, 3 Bazley Street, Port Shepstone. (Ref. GH/dg/L402.)

Case 828/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Syfrets Bank Limited**, Plaintiff, and **Anthony Charles Chapman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property, owned by the abovenamed Defendant, will be sold in execution on 10 November 1994 at 11:00, on the front steps of the Magistrate's Office, Empangeni, to the highest bidder for cash, without reserve:

Lot 2308, Richards Bay, situated in the Borough of Richard's Bay, in the Administrative District of Natal, in extent 4 948 square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is physically situated at 14 to 20 Eutectic Point, Richard's Bay, KwaZulu, Natal;
2. The property is made up of Commercial premises consisting of two workshops and office buildings;
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of the Sheriff, Supreme Court, Empangeni, at the old Sugar Mill, Mill Way, Empangeni, KwaZulu, Natal, and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this the 22nd day of September 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. R. N. Scott/cr/S189.)

Case 1313/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Jeffrey Jabulani Khumalo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendants, will be sold in execution on 4 November 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 698, Unit B, in the Township of Umlazi, District of Umlazi, Natal, in extent of 286 (two hundred and eighty-six) square metres, represented and described on Deed of Grant dated 9 April 1969:

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 698, Unit B, in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling with an asbestos roof, and consisting of two bedrooms, bathroom, kitchen and dining-room.
3. The conditions of sale may be inspected at the afore-said offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 6th day of October 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0200/B4.)

Case 78/94

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. Nhlapo**, 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, 8 November 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2758, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G001887/90.

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

Improvements: Concrete block under corrugated iron dwelling comprising three bedrooms, living-room and kitchen and outbuildings, w.c. and shower, in extent 438 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 8 November 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 4th day of October 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF554.)

Case 76/94

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 **K. Z. Buthelezi**, 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, 8 November 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2495, Ezakheni, in extent 475 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G009651/87.

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 outbuildings, w.c. and shower, in extent 475 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 8 November 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 5th day of October 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF556.)

Case 90/94

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. H. Ngoza**, 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, 8 November 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

United E2983, Ezakheni, in extent 521 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G000175/89.

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, in extent 521 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 8 November 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval of KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 5th day of October 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF566.)

Case 81/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. S. Mkhize**, 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, 8 November 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E1585, Ezakheni, in extent 484 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G006054.

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, in extent 484 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 8 November 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
 5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 5th day of October 1994.
 Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF560.)

Case 2083/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH**

In the matter between **Natal Building Society Limited** (Ref. 87/01384/06), Plaintiff, and **S. M. Kubheka**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 19 July 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 8 November 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit B3514, Ezakheni, situated in the District of Emnambithi County of Klip River, in extent 300 (three hundred) square metres held in terms of Deed of Grant G003820/90.

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 8 November 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 purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.

Dated at Ladysmith on this 5th day of October 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0281.)

Case 66/94**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 **P. K. Ndlovu**, 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, 8 November 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D236, Ezakheni, in extent 738 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G003422/89.

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 wash basin, in extent 738 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 8 November 1994 at 15:00, at the Magistrate's Court, Ezakheni.
 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
 3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
 5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 6th day of October 1994.
 Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF537.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **T. P. Vilakazi**, 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, 8 November 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2624, eZakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G007188/88.

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, in extent 438 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 8 November 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 6th day of October 1994

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF555.)

Case 2151/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **M. Whitworth** and **L. J. Whitworth**, Plaintiffs, and **Rainbow Enterprises**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 9 May 1994, in the above-named suit, the following immovable property will be sold by public auction by the Acting Sheriff of the Supreme Court of South Africa for the District of Empangeni, on the front steps of the Magistrate's Court, Empangeni, on 10 November 1994 at 11:00, on conditions which will be read out by the Acting Sheriff before the sale, and which conditions are in the possession of the Acting Sheriff and may be inspected at the Acting Sheriff's Offices, old Sugar Mill, old Mill Way, Empangeni, KwaZulu/Natal:

Lot 3532, Richards Bay (Extension 14), situated in the Borough of Richards Bay, Administrative District of Natal, in extent 1 539 square metres, which property is physically situated at 25 Bluebell, Veld and Vlei, Richards Bay, KwaZulu/Natal and which property is held by the above-named Defendant under Title Deed T13607/1991.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of three bedrooms, three bathrooms, lounge, dining-room, kitchen, double garage and outside toilet. The bedrooms are carpeted and the rest of the house is tiled.

Zoning: The property is zoned for Residential purposes.

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 Acting Sheriff's commission on the sale to be paid immediately after the sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,5% (eighteen comma five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

(d) Transfer shall be effected by the attorneys for the Plaintiff.

Dated at Durban on this 29th day of September 1994.

D. A. Turner, for E. R. Browne & Sons, Plaintiff's Attorneys, 73 Musgrave Road, Durban. (DX 28.) (PH: 2027122.) (Ref. Mr Turner/lt/W50-1.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Preseelan Naidoo**, First Execution Debtor, and **Magaluxmi Naidoo**, Second Execution Debtor

In pursuance of a judgment granted on 12 September 1994, in the Supreme Court of South Africa (Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 11 November 1994 at 10:00, at the front entrance of the Supreme Court, Durban:

Description of property: Subdivision 3338 (of 3061) of the farm Moben 13538, situated in the City of Durban, Administrative District of Natal, in extent two thousand four hundred and fifty-seven (2 457) square metres.

Improvements: Vacant land.

Physical address: 4 Larwood Place, Woodlands.

Zoning: Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Legaton Building, 40 St George's Street, Durban.

Dated at Durban on this 5th day of October 1994.

Livingston Leandy Inc., 9-12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaul/CG/42S556019(19).]

Case 74784/93

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

In the matter between **Plymouth Hoe Body Corporate**, Execution Creditor, and **Mr A. I. Peters**, First Execution Debtor, and **Mrs S. F. Peters**, Second Execution Debtor

In pursuance of a judgment granted by the Magistrate of the District of Durban, on 13 December 1993 under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10 November 1994 at 14:00, at the front entrance to the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description:

1. Section 61, as shown and more fully described on Sectional Plan SS123/1992 in the scheme known as Plymouth Hoe, in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area, according to the said sectional plan is fifty (50) square metres in extent; and

2. An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the Execution Debtor under and by virtue of Sectional Deed of Transfer ST10415/1993 registered on 11 August 1993.

Improvements: Brick and tile sectional title batchelor unit consisting of bathroom, toilet combined, kitchen and sleeping recess.

Street address: 92 Plymouth Hoe, 45 Broad Street, Durban, Natal.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court, Durban Central, within 21 (twenty-one) days after the sale, to be approved by the Execution Creditor's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Execution Creditor and at the prescribed rate of interest to any other preferential creditor on the respective amounts of the award in the plan of distribution from the date of sale to the date of transfer, both days inclusive.

4. The transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs, including transfer duty, all outstanding levies and other necessary charges to effect transfer upon request of the said attorneys.

The full conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, or at the address of the Execution Creditor's attorneys referred to below.

Dated at Durban on this the 21st day of September 1994.

Tate & Nolan, Execution Creditor's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban. (Tel. 301-2212.) (Ref. M. A. Nolan/mm/NL36-1.)

Case 16105/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Hercus Trading (Pty) Limited**, First Execution Debtor, and **Narendra Kumar Jugjivan Rana**, Second Execution Debtor, and **Sateesh Isseri**, Third Execution Debtor

In pursuance of a judgment granted on 3 March 1994 in the Magistrate's Court, for the District of Durban, held at Durban, and writ of execution issued thereunder, the immovable property of the Second Execution Debtor listed hereunder will be sold in execution on Friday, 11 November 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 150, Stonebridge, situated in the City of Durban, Administrative District of Natal, in extent 630 (six hundred and thirty) square metres.

Street address: 22 Stonebridge Drive, Stonebridge, Phoenix.

Improvements: Block under tile single dwelling comprising of kitchen, lounge, toilet, bathroom and four bedrooms with water and light facilities.

Zoning: Special residential (nothing is guaranteed in these respects).

The sale shall be for rands and no bids of less than one hundred rand (R100,00) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price, together with commission and VAT due to the Sheriff in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within twenty-one (21) days after the sale.

2. The purchaser shall be liable for interest at the rate of 17,25% (seventeen comma two five per cent) per annum on the amount of the award to the Plaintiff in the plan of distribution and for interest at the rate of 15,25% (fifteen comma two five per cent) per annum on the amount due to the bondholders calculated from date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

Dated at Durban this 6th day of October 1994.

K. L. Naidoo, for Livingston Leandy Inc., Execution Creditor's Attorney, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/mp/11 N349 217.)

Case 20908/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Maytom Trading (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 22 April 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 November 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 7 of Lot 350, Springfield, situated in the City of Durban, Administrative District of Natal, in extent 464 square metres.

Address: 84 Crocus Road, Springfield, Durban.

Improvements: Brick/tile house consisting of kitchen, four bedrooms carpeted, lounge carpeted, dining-room carpeted, toilet/bathroom with wash-basin, toilet/shower with washbasin, yard fully fenced (precast).

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011341.)

Case 3015/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **L. Mncube**, Defendant

In pursuance of a judgment granted on 11 April 1994, in the Magistrate's Court Camperdown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 November 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit D759, in the Township of kwaDabeka, District of Pinetown, in extent of 322 square metres, represented and described on General Plan 328/1984.

Physical address: Unit D 759, kwaDabeka.

Improvements: Single storey, fibre glass dwelling under tile, two bedrooms, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within 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 cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 6th day of October 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 131/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Tamuza Johannes Ngcobo**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Umlazi, and writ of execution dated 8 March 1994, the property listed hereunder will be sold in execution on 9 November 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National and kwaZulu flagpost), to the highest bidder:

Ownership Unit Z1759, situated in the Township of Umlazi, in the District of Umlazi, in extent eight hundred and thirty-six (836) square metres.

Postal address: Z1759 Umlazi Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., single garage, steps and paving, store-room.

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 the 6th day of October 1994.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/238.)

Case 2688/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Jumna Bimalkumar**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 4 November 1994 at 09:30, by the Sheriff of the Supreme Court, Pietermaritzburg, at Suite 5, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 4677 (of 4576), of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 330 (three hundred and thirty) square metres, held under Deed of Transfer T8589/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 63 Nehru Place, Northdale, Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with bathroom, lounge, dining-room and kitchen.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 5th day of October 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 188.)

Case 5194/94

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 **Perumal Naidu**, First Defendant, and **Thyaneethie Naidu**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 4 November 1994 at 10:00:

Description: Lot 484, Greenbury, situated in the City of Durban, Administrative District of Natal, in extent 292 (two hundred and ninety-two) square metres, held under Deed of Transfer T4565/87.

Physical address: 21 Peargreen Place, Phoenix, Natal.

Zoning: Special residential.

The property consists of the following: Brick under tile roof dwelling with water and electricity comprising three bedrooms, kitchen, lounge/dining-room, toilet and bathroom. There is pre-fab fencing around the house.

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 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, Natal.

Dated at Durban this 30th day of September 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7646/mvr.)

Case 7640/93

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

In the matter between **NBS Bank Ltd**, Execution Creditor, and **Bonginkosi Johannes Gumede**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 29 July 1993 and a warrant of execution issued on 18 January 1994, the following immovable property will be sold in execution on 11 November 1994 at 10:00, in front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Ownership Site D809, situated in the Township of kwaDabeka, in the District of Pinetown, in extent three hundred and forty-four (344) square metres held by the Execution debtor under Deed of Grant 7820, dated 14 October 1987.

Postal address: D809, kwaDabeka.

Improvements: Fibre glass and tile dwelling consisting of four bedrooms, kitchen, lounge and toilet/bathroom.

Town-planning zoning: Pinetown Municipality.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and condition of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditors' attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 3rd day of October 1994.

C. Y. Kuppan, for Halse, Havemann & Lloyd, Attorneys for Execution Creditor, Suite 1, Media House, 47 Kings Road, Pinetown. (Ref. Mrs Gail Kuppan/RN/52/S751/004.)

Case 7510/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Willem Andries Augustinus Gouws**, Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 11 November 1994 at 10:00, on the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Subdivision 3 of Lot 1213, Westville, situated in the Borough of Westville Administrative District of Natal, in extent 2 523 square metres held by Defendant under Deed of Transfer T15225/1973 and situated on the corner of Jan Hofmeyr Road and Northcliffe Avenue, Westville, and having street address at 2 Northcliff Avenue, Westville (access also being given in Jan Hofmeyr Road, Westville, Natal), Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned Special Residential.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Double storey dwelling, plastered brick, in prime residential area comprising four bedrooms (main en suite), two lounges, study, guest suite, two dining-rooms, two guest toilets, kitchen and pantry separate, extra bathroom, floors Italian tiles and carpets.

2.2.2 Double garage and double staff quarters.

2.2.3 Laundry.

2.2.4 Swimming-pool.

2.2.5 Jacuzzi.

2.3 The garden is believed to extend onto the adjoining vacant property being Subdivision 4 of Lot 1213, Westville, and prospective bidders should check the relevant survey diagrams of the area to avoid confusion as to the size of the property.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five percent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000] in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 27th day of September 1994.

J. M. Koch, for John Koch & Co., Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.577/D11.)

Case 35734/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Pierre Andre Jacobs**, First Execution Debtor, and **Veronica Maria Elizabeth Adam**, Second Execution Debtor

In pursuance of a judgment on 21 July 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 10 November 1994 at 14:00, in front of the Magistrate's Court-house, Sontseu Road, Durban, to the highest bidder:

Description: A certain piece of land being:

(a) Section No. 15, as shown and more fully described on Sectional Plan SS145/86, in the scheme known as Arnleigh, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 60 (sixty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 112 Arnleigh, 186 Victoria Embankment, Durban.

Improvements: Sectional title unit consisting of entrance passage, kitchen, bathroom/toilet, sleeping recess/lounge and small balcony.

Town-planning zoning: Special Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale; the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates' Courts Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban on this the 20th day of September 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000, Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/016/034693/Mrs Chetty.)

Case 4373/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **United Bank Limited** (No. 86/04794/06), Execution Creditor, and **Munsamy Naidoo**, Execution Debtor

In pursuance of a judgment granted on 18 February 1992, in the Court of the Magistrate, Lower Tugela, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 November 1994 at 10:00, in front of the Magistrate's Court, Couper Street, Stanger, to the highest bidder:

Description: A certain piece of land being Lot 1359, Stanger Extension 17, situated in the Borough of Stanger, Administrative District of Natal, in extent 951 (nine hundred and fifty-one) square metres.

Postal address: 12 Zinnia Street, Stanger Manor, 4450.

Improvements: Brick under tile dwelling consisting of: Entrance hall, lounge, dining-room kitchen, scullery, study, three bedrooms, bathroom/shower/toilet, bathroom/toilet, toilet and single garage.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Stanger, or at our offices.

Laurie C. Smith Inc., 22 Jackson Street, Stanger, for Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U016/001033/Mrs Chelin.)

Case 2072/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Roy McFayden Seoka**, 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 4 November 1994 at 09:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit No. 2079 Imbali III, Edendale, in the District of Pietermaritzburg, Natal.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit No. 2079 Imbali III, Edendale, in the District of Pietermaritzburg, Natal.

The property has been improved by the construction thereof of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warnsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 14th day of September 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0019/B2.)

Case 3281/94

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 **Dayle-Elmore Reilly**, First Defendant, and **Karen Leigh Reilly**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, on Friday, 4 November 1994 at 10:00:

Description: Lot 559, Ballitoville, situated in the Borough of Ballito, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 012 (one thousand one hundred and twelve) square metres, held under Deed of Transfer T7970/93.

Physical address: 20 Townsend Road, Ballito, Natal.

Zoning: Special Residential.

The property consists of the following: Main building—Brick and asbestos consisting of kitchen, lounge, dining-room, TV-room, toilet, bathroom, bedroom en-suite, two bedrooms and study.

Outbuildings—Brick and tile consisting of office, kitchen, bedroom and double carport connected to outbuilding.

Property is fenced with a brick wall, side and back with concrete slabs.

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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 116 Couper Street, Stanger, Natal.

Dated at Durban on this the 15th day of September 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7466/mvr.)

Case 8769/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nompilo Edith Khwela**, Defendant

In pursuance of a judgment granted on 30 September 1993, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 November 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 A6583, in extent 203 (two hundred and three) square metres, situated in the Township of KwaNdengezi, represented and described on General Plan No. PB390/1991; held by virtue of Deed of Grant G000248/92.

Physical address: Ownership Unit No. A6583, 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 Magistrate's Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay transfer costs, Value-added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban on this the 19th day of September 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17071/35.)

Case 124/94

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 **Jabulani Simon Nzama**, First Defendant, and **Nomgqibelo Flora Kubhe**, 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, 4 November 1994 at 10:00:

Description: Section No. 35, as shown and more fully described on Sectional Plan SS352/85, in the scheme known as Constantia Court, in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is 50 (fifty) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST3367/93.

Physical address: Flat 55, Constantia Court, St George's Street, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Bachelor flat comprising living-room, bathroom/toilet, kitchen and enclosure. 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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.
- Dated at Durban on this the 13th day of September 1994.
Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7219/mvr.)

Case 457/94

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 **Iqbal Kader**, First Defendant, and **Sharon Penelope Kader**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 4 November 1994 at 10:00:

Description: Lot 7264, Pinetown Extension 69, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand two hundred and thirty-one (1 231) square metres, held under Deed of Transfer T2065/85.

Physical address: 4 Belltower Road, Nagina, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and toilet/shower. There are no outbuildings.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 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 13th day of September 1994.
Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6550/mvr.)

Case 46/94

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Gloria Nontsikelelo Ndlovu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 4 November 1994 at 09:30, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Site 696, Unit 13, situated in the Edendale Area, Natal, in extent 553 (five hundred and thirty-three) square metres, held under Deed of Grant T00709.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 696, Unit 13, Imbali, Natal.
2. The property has been improved by the construction thereon of a three-bedroomed dwelling with bathroom, kitchen, lounge and dining-room.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 9th day of September 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 221.)

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Zilandelela Joseph Basi**, First Defendant, and **Christina Nombusi Basi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendants, will be sold in execution on 4 November 1994 at 09:30, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 67 of Lot 1485, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent eight hundred and eight (808) square metres, held under Deed of Grant T1325/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 3 Wanderer Crescent, Grange, Pietermaritzburg.
2. The property has been improved by the construction thereon of a three-bedroomed dwelling with bathroom, kitchen, dining-room and carport.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 9th day of September 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 282.)

Case 4562/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Charles Lionel Walter McMullen**, Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court (Durban and Coast Local Division) on 4 November 1994 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

Lot 399, Amanzimtoti, situated in the Borough of Amanzimtoti, and in the Port Natal - Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 437 square metres held by Defendant under Deed of Transfer T26801/91 and having street address at 2 Gordon Road, Amanzimtoti (such street address also includes 4 and 6 Gordon Road).

2. *Improvements and zoning* (which are not warranted to be correct):

- 2.1 The property is zoned special Residential;
- 2.2 the following improvements have been made to the property (but nature and condition and existence of which are not guaranteed and are sold voetstoots). Interested buyers are to acquaint themselves with the property before the sale:
 - 2.2.1 Face brick under tile roof dwelling with good views comprising entrance hall, lounge, dining-room, modern kitchen, three bedrooms, one and a half bathroom, with four bedrooms and en suite bathroom in state of incompleteness;
 - 2.2.2 double garage and servants' quarters, toilet, half bathroom and store-room; and
 - 2.2.3 improvements are being undertaken and are incomplete. Property is believed to be capable of subdivision and steps have been taken to achieve subdivision.

3. *Terms:*

- 3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;
- 3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges, being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum fee of R6 000 (six thousand rand) (plus Value-Added Tax payable thereon) on cash or by bank or bank-guaranteed cheque on conclusion of the sale; and

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 101 Lejaton, 40 St Georges Street, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban on this the 20th day of September 1994.

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1406/D11.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkosiyezizwe Makhence Cele**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 4 November 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff, at the time of the sale:

The property is described as Ownership Unit K2229, in the Township of KwaMashu, District of Ntuzuma, in extent 268 (two hundred and sixty-eight) square metres, represented and described on General Plan PB958/1988 and held under Deed of Grant G2034/89.

Street address: Unit K2229 KwaMashu, KwaMashu.

Improvements: A brick under asbestos house with electricity and water consisting of two bedrooms, lounge, kitchen, and toilet with bathroom.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam [Tel. (0322) 311-1037].

Dated at Durban on this 29th day of September 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 5660/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Siphiwe Nicholas Sikhakhane**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 4 November 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff, at the time of the sale:

The property is described as Site 1617, situated in the Township of KwaMashu-F, County of Victoria, in extent 497 (four hundred and ninety-seven) square metres, represented and described on General Plan PB2/1985.

Street address: 1617 KwaMashu-F, KwaMashu.

Improvements: A brick and tile house with electricity and water consisting of three bedrooms, lounge with dining-room, kitchen, toilet and bathroom.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam [Tel. (0322) 311-1037].

Dated at Durban on this 29th day of September 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 8642/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Mizikayifani Moses Duma**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Pietermaritzburg, dated 15 May 1992, the following immovable property will be sold in execution on 4 November 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 320, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent three hundred and seventy-five (375) square metres, represented and described on Deed of Grant 11432, situated at 320 Unit S, Edendale East, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a Residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.
2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 3rd day of October 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 9255/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Elliot Mangaliso Quvana**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Pietermaritzburg, dated 21 May 1992, the following immovable property will be sold in execution on 4 November 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1554, Unit S, Edendale Township, situated in the District of Pietermaritzburg, measuring four hundred and fifty (450) square metres, situated at 1554 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a Residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.
2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 3rd day of October 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 2116/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhipheni Cyprian Shezi**, First Defendant, and **Ntombifuthi Agrineth Mayela Shezi**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 28 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 Pietermaritzburg, 4 November 1994 at 10:00, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Site 246 (Unit J) in the Township of Edendale, area in square metres four hundred and twenty-five (425).

The property is situated at 246 (Unit J) Imbali, Pietermaritzburg, Natal, and is improved by a dwelling-house constructed of concrete under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, dining-room and lounge.

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 15,25% 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, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 16th day of September 1994.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G440.)

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Siza Solvert Msomi**, Defendant

In pursuance of a judgment granted on 19 May 1994, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 November 1994 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the national flag post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit V71, in extent 647 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A. 90/1975, held by virtue of Deed of Grant 4022/105.

Physical address: Ownership Unit V71, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey brick/plaster and asbestos dwelling (54 m²) comprising kitchen, dining-room, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution, to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 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, Umlazi.

Dated at Durban this 4th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23441/26.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, 86/04794/06, trading as Allied Bank, Plaintiff, and **Ashram Sukdev**, Defendant

In pursuance of a judgment granted on 1 August 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 4 November 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam.

Description: Lot 202, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 291 (two hundred and ninety-one) square metres.

Street address: 325 Viewhaven Drive, Phoenix.

Improvements: Brick under tile dwelling consisting of lounge, two bedrooms, kitchen, toilet and bathroom together, water and light facilities and precast fencing (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. 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 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 Mountainview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 30th day of September 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z27252/JR.)

Case 6582/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, 86/04794/06, trading as United Bank, Plaintiff, and **Dinesh Krishna**, First Defendant, and **Nirupa Krishna**, Second Defendant

In pursuance of a judgment granted on 24 August 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 4 November 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam.

Description: Lot 205, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent 700 (seven hundred and ninety-one) square metres.

Street address: 21 Gowran Gardens, Avoca Hills.

Improvements: A dwelling consisting of entrance hall, living-room, kitchen, three bedrooms, toilet, bathroom and shower, and fencing (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. 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 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 Mountainview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 30th day of September 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z27162/JR.)

Case 30787/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Gary Edward Hill**, First Execution Debtor, and **Mrs Jacomina Aletta Hill**, Second Execution Debtor

In pursuance of a judgment granted on 4 July 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 10 November 1994 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 3 of Lot 631, Sea View, situated in the City of Durban, Administrative District of Natal, measuring 748 (seven hundred and forty-eight) square metres.

Postal address: 11 Romford Road, Sea View, Durban, 4094.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, four bedrooms, bathroom/toilet, shower/toilet, toilet, laundry, kitchen, servant's room consisting of toilet/shower and carport.

Town-planning: Zoning: Special Residential 650.

Special privileges: Nil.

Nothing is guaranteed in these respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff, within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrates' Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 26th day of September 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Docex. 71.) (Ref. CMK/A332/034207/Mrs Chetty.)

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Farook Fyzoo**, Execution Debtor

In pursuance of a judgment granted on 12 July 1994, in the Durban, Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 10 November 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 Lot 1048, Isipingo (Extension 6), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring 931 (nine hundred and thirty-one) square metres.

Physical address: 84 James Avenue, Isipingo Hills, Isipingo, 4110.

Improvements: Brick under tile dwelling consisting of entrance porch, entrance hall, lounge, dining-room, four bedrooms, toilet, bath/toilet en suite, prayer room, kitchen, bath/toilet, basement consisting of staff quarters, four rooms, kitchen, shower/toilet and double undercover carport.

Town-planning: Zoning: Special Residential 1.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrates' Court, 101 Lejaton, 40 St Georges Street, Durban, or at our offices.

Dated at Durban this 26th day of September 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Docex. 71.) (Ref. CMK/A332/03553/Mrs Chetty.)

Case 7278/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Cornelius Joseph Padayachee**, First Execution Debtor, and **Mrs Jennifer Catherine Vailangeni Padayachee**, Second Execution Debtor

In pursuance of a judgment granted on 12 August 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 Friday, 4 November 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Lot 3430, Reservoir Hills (Extension 15), situated in the City of Durban, Administrative District of Natal, in extent 994 (nine hundred and ninety-four) square metres.

Postal address: Annet Drive, Reservoir Hills.

Improvements: Vacant land.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 62 Caversham Road, Pinetown, or at our offices.

Dated at Durban this 26th day of September 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durba, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/035690/Mrs Chelin.)

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Sipono Benedict Sibiya**, First Execution Debtor, and **Bathini Sibiya**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 9 August 1994, the property listed hereunder will be sold in execution on 11 November 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K83, in the Township of kwaDabeka in the District of Clermont, in extent 345 (three hundred and forty-five) square metres, represented on General Plan 350/1987.

Postal address: Unit K83, kwaDabeka Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and pavings slabs.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 29th 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/N012/312.)

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

In the matter between **ABSA Bank Limited**, 86/04794/06, trading as United Bank, Plaintiff, and **Robert Alan Harmer**, Defendant

In pursuance of a judgment granted on 10 February 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 November 1994 at 14:00, at the front entrance of the Magistrate's Court Building, Somtseu Road, Durban:

Description: Remainder of Lot 175 of Rose Hill 10663, situated in the City of Durban, Administrative District of Natal, in extent 1 267 (one thousand two hundred and sixty-seven) square metres, held under Deed of Transfer T25891/87.

Street address: 88 Acutt Avenue, Rose Hill, Durban.

Improvements: A brick and tile dwelling comprising four bedrooms, lounge, kitchen, bathroom, toilet/shower and toilet. *Outside:* Pool, servant room, toilet/shower and garage (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 28th day of September 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22387/JR.)

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

In the matter between **Saambou Bank Ltd** (87/05437/06), Plaintiff, and **The Executor of the estate of the late Mzikayise Mabasa**, First Defendant, and **Sibongile Qondeni Mabasa**, Second Defendant

In pursuance of a judgment granted on 30 April 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 November 1994 at 09:00, at the front entrance, Magistrate's Court, Moss Street, Verulam:

Description: Lot 37, Hambanati, in extent 258 square metres.

Postal address: 75 Hambanati Road, Hambanati, Tongaat.

Improvements: Brick under tile dwelling with water and lights comprising four bedrooms, dining-room, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and 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, Verulam, at Moss Street, Verulam.

Dated at Durban this 7th day of October 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. 07S630253.)

Case 18762/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMATIZBURG

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Thembinkosi Raphael Kunene**, First Execution Debtor, and **Thembeni Caroline Kunene**, Second Execution Debtor

In pursuance of a judgment granted on 25 August 1994, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 11 November 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 13 of Lot 1545, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and fifty (650) square metres.

Postal address: 23 Turnbull Road, Westgate, Pietermaritzburg.

The property consists of land improved by a dwelling-house built of brick under IBR sheeting comprising three bedrooms, bathroom with toilet, lounge/dining-room and kitchen together with separate outbuilding comprising a shed and toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this the 12th day of October 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mduduzi Cyril Mkhize**, First Defendant, and **Doris Mkhize**, Second Defendant

In pursuance of a judgment granted on 10 March 1993, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 November 1994 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit D261, in extent 360 square metres, situated in the Township of Umlazi, represented and described on General Plan BA17/1966, held by virtue of Deed of Grant 3256/178.

Physical address: Ownership Unit D261, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting a single storey brick/plaster and asbestos dwelling (54m²) comprising kitchen, lounge, two bedrooms, bathroom and w.c.'s. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Servants' quarters (42m²).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban on this the 6th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z06135/26.)

Case 30698/94

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Christopher van Rooyen**, Defendant

In pursuance of a judgment granted on 16 June 1994, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 November 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 35 as shown and more fully described on Sectional Plan SS122/1988, in the scheme known as Penny Lane in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which the floor area, according to the said sectional plan is 88 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota of the said section as endorsed on the said sectional plan, and held under Deed of Transfer ST13842/92.

Physical address: 35 Penny Lane, Summit Drive, Westriding.

Improvements: Simplex flat consisting of a jacuzzi (back yard) comprising two bedrooms (carpeted), large and small, lounge (carpeted), dining-room/kitchen, bathroom/toilet with washbasin, hot and cold water (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 15% (fifteen 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 office of the Sheriff, Durban North, or at the offices of Strauss Daly Inc.

Dated at Durban on this the 5th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/ Z26050/OE.)

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

In the matter between **Windorah Body Corporate**, Plaintiff, and **Dean Ashley Black**, Defendant

In pursuance of a judgment of the above Honourable Court dated 31 January 1994, a sale in execution will be held on 8 November 1994 at 14:00, in front of the Magistrate's Court, Sontseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban North to the highest bidder:

(a) Section 15, as shown and more fully described on Sectional Plan SS150/1982, in the scheme known as Windorah in respect of the land and building or buildings situated at Durban on which the floor area according to the said sectional plan is 80 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

(c) An exclusive use area described as Lock-up Garage P35 measuring 14 square metres as shown on Sectional Plan G231/1991 and held under Notarial Deed of Cession SK2594/1993S, with the postal and street address of 22 Windorah, 69 Montpelier Place, Durban.

Improvements (the following information is furnished but nothing is guaranteed in this regard):

The property consists of flat consisting of two bedrooms with built-in cupboards and carpeted, dining-room and lounge enclosed with carpets, kitchen with built-in units, enclosed balcony, bath and toilet, shower and toilet and lock up garage.

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, Durban North, 15 Milne Street, Durban.

Dated at Durban this 4th day of October 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/J233.7002/94.)

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

In the matter between **Durban Spa Body Corporate**, Plaintiff, and the various Defendants listed below

In pursuance of judgments granted on the dates as listed below, in the Magistrate's Court, Durban, and under writ of execution issued thereafter, the immovable property in regard to the section numbers in the Durban Spa Sectional Title Scheme and the case numbers listed hereunder, will be sold in execution on Thursday, 10 November 1994 at 14:00, in front of the Magistrate's Court-house, Sontseu Road, Durban, to the highest bidder:

Defendant	Case No.	Date of Judgment	Section Number	Cabana Number	Area in m ²	Sectional Plan No.
Paragraph A:						
J. D. Bezuidenhout	52727/94	94-08-16	37	602	39	SS452/1985
I. Cass-Horne	52689/94	94-08-16	16	303	70	SS87/1983
M. C. de Bruyn	52687/94	94-08-16	39	604	78	SS452/1985
M. C. de Bruyn	52687/94	94-08-16	68	1001	45	SS254/1987
M. C. de Bruyn	52687/94	94-08-16	63	1002	39	SS254/1987
M. C. de Bruyn	52687/94	94-08-16	77	1101	45	SS147/1989
M. C. de Bruyn	52687/94	94-08-16	79	1103	78	SS147/1989
M. C. de Bruyn	52687/94	94-08-16	91	1207	31	SS147/1989
M. C. de Bruyn	52687/94	94-08-16	96	1304	78	SS147/1989
M. C. de Bruyn	52687/94	94-08-16	103	1403	78	SS224/1991
M. C. de Bruyn	52687/94	94-08-16	97	1305	39	SS147/1989
B. B. Dippenaar	52726/94	94-08-16	23	404	70	SS87/1983
J. A. Figueira	52693/94	94-08-16	72	1005	39	SS254/1987
W. G. G. Gauche	52692/94	94-08-16	78	1102	39	SS147/1989
R. J. Graham	52702/94	94-08-16	34	509	31	SS452/1985
C. J. Howells	52704/92	94-08-16	58	807	31	SS452/1985
R. Johnston	52723/94	94-08-16	74	1007	31	SS254/1987
J. J. Nel	52724/94	94-08-16	17	304	70	SS87/1983
M. P. Nieuwenhuizen	52713/94	94-08-16	98	1306	45	SS147/1989
P. S. O'Neill	52698/94	94-08-16	49	706	45	SS452/1985
M. J. Oelofse	52697/94	94-08-16	56	805	39	SS452/1985
R. F. Oosthuizen	52722/94	94-08-16	39	604	78	SS452/1985
B. J. Scheepers	52712/94	94-08-16	73	1006	45	SS254/1987
P. J. Schoeman	52716/94	94-08-16	18	305	70	SS87/1983
H. Swart	52718/94	94-08-16	80	1104	78	SS147/1989
W. van der Heide	52721/94	94-08-16	39	604	78	SS452/1985
J. P. van der Westhuizen	52708/94	94-08-16	19	306	39	SS87/1983
D. P. van Tonder						
Paragraph B:						
G. L. Steenkamp	52715/94	94-08-16	68	1001	45	SS254/1987
H. Swart	52716/94	94-08-16	18	305	70	SS87/1983

1. Property description:

1.1.1 An undivided 1/52nd share in respect of the matters reflected in paragraph A above in and to a unit consisting of the sections as listed above and as shown and more fully described on sectional plan numbers listed above in the scheme known as Durban Spa in respect of the land and building or buildings situated in the City of Durban, in the Local Authority of Durban, of which section the floor area according to the sectional plan is in extent the number of square metres as on the list above.

1.1.2 An undivided share in the common property in the scheme apportioned to the said in accordance with the participation quota as endorsed in the said sectional plan.

1.2.1 An undivided 1/26th share in respect of the matters reflected in paragraph B above in and to a unit consisting of the sections as listed above and as shown and more fully described on sectional plan number listed above in the scheme known as Durban Spa in respect of the land and building or buildings situated in the City of Durban, in the Local Authority of Durban, of which section the floor area according to the sectional plan is in extent the number of square metres as on the list above.

1.2.2 An undivided share in the common property of the scheme apportioned to the said in accordance with the participation quota as endorsed in the said sectional plan.

2. **Physical address:** Cabana number as listed above, Durban Spa, 57 Marine Parade, Durban.

3. **Improvements:** A self contained apartment.

4. **Duration of time-share right:** The right transferred by such shall endure for the lifetime of the property timesharing scheme.

5. **Property zoning:** General Residential.

Nothing is guaranteed in respect of the contents of clauses 1-5 above.

6. Material conditions:

6.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.

6.2 The purchaser shall pay the purchase price, plus the auctioneer's commission, plus VAT, in cash immediately after the sale.

6.3 Payment of VAT which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.

6.4 Transfer shall be effected by the Plaintiff's attorney and the purchaser shall pay transfer costs together with all legal charges in those proceedings in which judgment has been obtained against the Defendants as aforesaid, including collection commission.

6.5 The full conditions of sale may be inspected at the offices of the Sheriff of the magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban on this 5th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. P. Sanders.)

Case 27884/93

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

In the matter between **Standard Bank of South Africa Limited** (Standard Credit Corporation Division - Stannic), Plaintiff, and **Mary Mavis da Silva**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Pietermaritzburg, dated 7 January 1994, the following properties will be sold in execution on 11 November 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

1. Subdivision 27 (of 2) of the farm Hardingsdale 882, situated in the Administrative District of Natal, in extent 8 223 square metres and held under Title T20018/1980.

2. Subdivision 29 of the farm Hardingsdale 882, situated in the Administrative District of Natal, in extent 1,9049 hectares and held under Title T20018/1990.

3. Remainder of Subdivision 15 of Farm 1 No. 1613, situated in the Administrative District of Natal, in extent 8 628 square metres and held under Title T20018/1980.

The physical address of the properties is Hemley Farm, Claridge, Pietermaritzburg. There are no improvements on the properties.

Nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the title deeds, in so far as these are applicable.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash together with the selling commission immediately after the sale and the balance shall be paid or secured by a satisfactory bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court within ten (10) days of the date of sale.

3. Transfer shall be effected by the Plaintiff's conveyancers and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates, taxes and other charges necessary to effect transfer upon request by the said conveyancers.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pietermaritzburg.

Dated at Pietermaritzburg this 26th day of September 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. LRM/LV/S.541.)

Case 4137/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Isaac Mlungisi Biyela**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 September 1994, the undermentioned property will be sold in execution on 9 November 1994, at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 6111 Extension 34, Newcastle, situated in the Borough of Newcastle, Province of Natal, 23 Umgeni Road, Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 12th day of October 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 6169/94

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

In the matter between **Boland Bank Ltd**, Plaintiff, and **P. W. Gombert**, trading as Gencal Construction, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 1 July 1994 and writ of execution dated 18 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 18 November 1994 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Subdivision 2 of Lot 1633, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3 845 square metres and held under Deed of Transfer T6307/92.

Physical address: 32 Charles Mowat Avenue, Pinetown, Natal.

Conditions:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Vacant land.

3. The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) per annum, to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Sheriff of Court, Pinetown, immediately prior to the sale may be inspected at his office at 62 Caversham Road, Pinetown, Natal.

Dated at Pinetown on this the 11th day of October 1994.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorney, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/B146.)

Case 25997/88

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

In the matter between **Standard Credit Corporation Limited**, Execution Creditor, and **A. S. E. Gangat**, Execution Debtor

In pursuance of a judgment granted on 6 November 1989, in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 25 November 1994 at 11:00, at the Sheriff's Sale-room, 227 Berg Street, Pietermaritzburg:

Description: 7/24th share of Subdivision 6 of Lot 133, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 466 square metres.

Street address: 4 Azad Road, Raisethorpe, Pietermaritzburg.

Description: Subdivision 7 of Lot 133, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 449 square metres.

Street address: 6 Azad Road, Raisethorpe, Pietermaritzburg.

Improvements: Vacant.

Zoning: Special Residential.

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court, or the auctioneer within 14 (fourteen) days after the sale.

2. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

3. The property and the improvements thereon are sold voetstoots and without any warranties.

Dated at Durban on this the 26th day of September 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Ref. CA/27 Z901 228.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 15287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Mev. M. Vorster**, Eiser, en **Mev. M. H. Pretorius**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 16 Augustus 1994 sal die volgende eiendom op Maandag, 14 November 1994 om 10:00, te Joubertstraat, voor die Landdroshof, Bethulie, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 1481, geleë in die dorpsgebied Bethulie, groot 8565 vierkante meter, gehou kragtens Akte van Transport T4711/1993.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Geen.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bethulie, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 4de dag van Oktober 1994.

M. A. Martins, vir Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, St. Andrewstraat 151, Posbus 260, Bloemfontein. (Verw. Piet Smith & Kie/Z53679.)

Saak 15287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Mev. M. Vorster**, Eiser, en **Mev. M. H. Pretorius**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 16 Augustus 1994, sal die volgende eiendom op Maandag, 14 November 1994 om 10:00, te Joubertstraat, voor die Landdroshof, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 1480, geleë in die dorpsgebied Bethulie, groot 8565 vierkante meter, gehou kragtens Akte van Transport T4711/1993.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Geen.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Joubertstraat 5, Bethulie, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 4de dag van Oktober 1994.

M. A. Martins, vir Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, St. Andrewstraat 151, Posbus 260, Bloemfontein. (Verw. Piet Smith & Kie/Z53679.)

Saak 11190/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Mnr. Barend Frederik Jacobs**, Verweerder

Ingevolge 'n vonnis gedateer 20 Julie 1994, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 November 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Plot 158, Grasland-landbouhoewes, geleë in die munisipaliteit Bloemspuit, distrik Bloemfontein, groot 7,1407 hektaar, gehou kragtens Transportakte T7775/1989, Plot 158, Grasland-landbouhoewes, Bloemspuit, Bloemfontein.

Verbeterings: Woonhuis bestaande uit sitkamer, kombuis, vier slaapkamers, badkamer sowel as 'n tweede woonhuis bestaande uit sitkamer, eetkamer, twee slaapkamers, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 26ste dag van September 1994.

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

Saak 533/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **Mej. M. Nkhoke**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 19 Oktober 1993 en 'n lasbrief in bogemelde Agbare Hof gedateer 20 Oktober 1993 die ondergemelde eiendom op Vrydag, 4 November 1994 om 10:00, die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 1032B, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 31ste dag van Augustus 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisie Gebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/95/4/92.)

Saak 119/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **M. Mofokeng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994, en 'n lasbrief in bogemelde Agbare Hof, gedateer 11 Maart 1994, die ondergemelde eiendom op Vrydag, 4 November 1994 om 10:00, by die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere perseel 48L, Bluegum Bosch, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 31ste dag van Augustus 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/16/1/94.)

Saak 2091/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **M. Leokaoke**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 21 Junie 1994, en 'n lasbrief in bogemelde Agbare Hof, gedateer 22 Junie 1994, die ondergemelde eiendom op Vrydag, 4 November 1994 om 10:00, by die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere perseel 945H, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 31ste dag van Augustus 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/71/5/93.)

Saak 762/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **L. Kabai**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 21 Junie 1994, en 'n lasbrief in bogemelde Agbare Hof, gedateer 22 Augustus 1994, die ondergemelde eiendom op Vrydag, 4 November 1994 om 10:00, by die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere perseel 306H, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 31ste dag van Augustus 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisingsdivisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/37/3/93.)

Saak 10373/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Anton Vlok Bauermeister**, Verweerder

Ingevolge uitspraak van die Landdros, Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 3 Augustus 1994, sal die ondervermelde eiendom op 11 November 1994 om 10:00, te Peetlaaningang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Erf 17658 (Bloemfontein-uitbreiding 120), geleë in die stad en distrik Bloemfontein (ook bekend as Blesboksingel 57, Fauna, Bloemfontein), groot 819 vierkante meter, gehou kragtens Transportakte T702/1994, onderhewig aan die terme en voorwaardes soos meer volledig daarin vervat.

Bestaande uit: Enkelverdieping woonhuis met twee slaapkamers, kombuis, sitkamer, een en 'n halwe badkamer en eetkamer.

Die koper moet afslaaersgelde, B.T.W. asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos nagesien word.

G. B. A. Gerdner, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45; Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 2283/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk (United)**, Eiser, en **Almo Pretorius**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 12 September 1994 en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 14 September 1994, sal die volgende eiendom in eksekusie, sonder 'n reserve aan die hoogste aanbieder op 4 November 1994 om 10:00, by die Hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere: Erf 2022, geleë in die dorp en distrik Odendaalsrus, gehou kragtens Transportakte T13387/1992, bekend as Gerberastraat 6, Odendaalsrus.

Verbeterings: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, aparte toilet, enkel motorhuis en bediende toilet. (Niks waarvan gewaarborg word nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserve verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 4de dag van Oktober 1994.

Claassen & Bothma, Eikehofgebou, Kerkstraat; Posbus 247, Odendaalsrus.

Saak 19868/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. L. Oberholzer**, Verweerder

Ingevolge 'n vonnis gedateer 3 Desember 1993 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 November 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 16182 (Uitbreiding 104), geleë in die stad en distrik Bloemfontein, groot 1 258 m², gehou kragtens Transportakte T9370/83 en beter bekend as Kolkopstraat 4, Fleurdal, Bloemfontein.

Verbeterings: Vyf slaapkamerhuis, met portaal, drie badkamers, stort, sit-/eetkamer, kombuis, bediendekamer met toilet en swembad.

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 16% (sestien 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 26ste dag van September 1994.

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

Saak 8160/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Brian Swanepoel**, Verweerder

Ingevolge 'n vonnis gedateer 1 Julie 1994 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 November 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 4219, geleë in die stad en distrik Bloemfontein, groot 991 m², gehou kragtens Transportakte T4254/93; beter bekend as Gladstoneweg 31, Noordhoek, Bloemfontein.

Verbeterings: Drieslaapkamerwoonhuis met portaal, sitkamer, eetkamer, kombuis, twee badkamers, stort, twee toilette, studeerkamer, motorhuis, bediendekamer met toilet en stoorkamer.

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 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 20ste dag van September 1994.

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

Saak 11621/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Albert Johannes Hansen**, Eerste Verweerder, en **Edith Cavell Hansen**, Tweede Verweerder

Ingevolge 'n vonnis gedateer 5 Augustus 1994 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 November 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 7462, geleë in die stad en distrik Bloemfontein, en beter bekend as Orleansweg 12, Bayswater, Bloemfontein, groot 1 031 m², gehou kragtens Transportakte T12269/91.

Verbeterings: Vierslaapkamerwoonhuis met portaal, sit/eetkamer, kombuis, TV-kamer, badkamer, toilet, motorhuis, bediendekamer en buitetoilet.

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 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 13de 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.]

Saak 531/88

IN DIE LANDDROSHOF VIR DIE DISTRIK COLESBERG GEHOU TE COLESBERG

In die saak tussen **Santambank**, Eiser, en **Petrus Frederick Barend Janse van Rensburg**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 30 Mei 1989, en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 11 November om 10:15, by die hoofingang, Landdroshof, Kroonstad, deur die Balju, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere: Erf 7006, geleë in die dorp Kroonstad-uitbreiding 70, distrik Kroonstad, groot 875 (agthonderd vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte T14701/1990, onderhewig aan sekere voorwaardes.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg 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, Murraystraat 62, Kroonstad.

Geteken te Bloemfontein op hierdie 7de dag van Oktober 1994.

P. H. T. Colditz, p.a. Schoeman Smith, Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301. (Verw. P. H. T. Colditz/AR/CS0731.)

Case 8741/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **M. P. U. Daniel Mofokeng**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 19 September 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 25 November 1994 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely certain:

Certain Erf 11588, Thabong, District of Welkom, measuring 330 (three hundred and thirty) square metres, held by the Defendant by Virtue of Certificate of Registered Right of Leasehold TL1591/1989, known as 11588 Thabong, District of Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, two bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respect be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of the Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 11th day of October 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL698.)

Case 119300/92
PH 292

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

In the matter between **First National Bank of Southern Africa Limited** (trading as Wesbank), Plaintiff, and **Nathan Samuel Gamsu**, Defendant

In execution of a judgment granted by the Magistrate's Court, Johannesburg, on 29 December 1992, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Kroonstad, at the Main Entrance of the Magistrate's Court, Murray Street, Kroonstad, on Friday, 11 November 1994 at 09:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Kroonstad, prior to the sale:

Certain: Erf 663, Brentpark Township, measuring 1 559 (one thousand five hundred and fifty-nine) square metres, also known as 38 Fishers Street, Kroonstad. The property is reported to be a vacant land but is not guaranteed.

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

Dated at Johannesburg on this the 27th day of September 1994.

Maisels, Smit & Lowndes, Plaintiff's Attorneys, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. Mr Smit/BP/st/WR615.)

Case 8740/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Dingane Simon Msuthu**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 19 September 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 25 November 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 11840, Thabong, District of Welkom, measuring 402 (four hundred and two) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL922/1989, known as 11840 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 12th day of October 1994.

M. C. Louw, for Daly & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL699.)

Case 8019/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Neo Ishmael Tsiane**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 19 September 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 2 December 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 11562, situated in the Township Thabong, District of Welkom, measuring 584 (five hundred and eighty-four) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL668/1989, known as 11562, Thabong, District of Welkom.

Improvements: Residential property with: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% (ten per cent) thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 12th day of October 1994.

M. C. Louw, for Daly Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN41.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

PROPERTY MART SALES

Duly instructed by the Liquidator of **Rolo Restaurant and Pizzeria**, Master's Ref. T2809/94, we shall sell subject to 7 days confirmation.

Erf 807, Benoni, situated at 93 Elston Road, and 595 square metres in extent. The property is improved with very neat single storey office block brick under tile with carpeted and tiled floors.

Sale takes place on the spot on 26 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.] After hours: (011) 793-6164; C. Mostert.

PROPERTY MART SALES

Duly instructed by the Provisional Trustee in the insolvent estate **S. J. Eksteen**, Master's Ref. T2322/94, we shall sell subject to seven (7) days confirmation:

Magnificent four-bedroomed home with pool and entertainment area, being Erf 1058, Turffontein, Johannesburg, measuring 495 square metres and situated at 23 Tramway Road.

Sale takes place on the spot on 25 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.] After hours: (011) 793-6164; C. Mostert.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN DRIESLAAPKAMER DUET, TIERVISSTRAAT 733, GARSFONTEIN-UITBREIDING 11, PRETORIA, OP 27 OKTOBER 1994 OM 10:30, OP DIE PERSEEL: SKEMA SS258/93, ERF 4029, EENHEID 2

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **C. J. Bosch**, Meestersverwysing T2677/94, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Duet woning met drie slaapkamers, twee badkamers, sit-eetkamer aaneen, oopplan kombuis met kaste en oond, opwaskamer, muur-tot-muur matte, ingeboude kaste, toesluit motorhuis (omskep), buite toilet, klinkersteen, teëldak en ommuur, Duet = 115 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Netjiese eiendom, goeie belegging.

Besigtiging: By die eiendom, vra vir wag.

Vir meer besonderhede skakel die kantoor by (012) 341-1314.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **Africa Solar Marketing CC**, in liquidation, Master's Ref. T607/94, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Monday, 31 October 1994 at 10:30.

Terms: Cash. Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **B & L Paper Exchange CC**, in liquidation, Master's Ref. T2397/94, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Monday, 31 October 1994 at 10:30.

Terms: Cash. Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidators of **Dream Baby Wear (Pty) Ltd**, in liquidation, Master's Ref. T4971/94, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 3 November 1994 at 10:30.

Terms: Cash. Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **Giovanni Pane Vino CC**, in liquidation, Master's Ref. T2869/94, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Monday, 31 October 1994 at 10:30.

Terms: Cash. Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

INSOLVENT ESTATE

Instructed thereto by the Trustee of insolvent estate **Kevin O'Shea**, Master's Ref. T118/94, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Monday, 21 October 1994 at 10:30.

Terms: Cash. Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **Windsor Plastics CC**, in liquidation, Master's Ref. T2973/94, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Monday, 31 October 1994 at 10:30.

Terms: Cash. Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **Massachem (Pty) Ltd**, in liquidation, Master's Ref. T1028/94, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Monday, 31 October 1994 at 10:30.

Terms: Cash. Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES**COMPANY IN LIQUIDATION**

Instructed thereto by the Liquidator of **Leodan Produkte BK**, in liquidation, Master's Ref. T3749/93, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 3 November 1994 at 10:30.

Terms: Cash. Telephone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

AUCOR (PTY) LTD

SOUTH MURCHISON GOLD MINING CO., IN LIQUIDATION, MASTER'S REF. T4111/93

LOADER TRACTORS, LDV'S, SPARES

At Kanyamazane Road (at Agric Coll turn-off), Nelspruit, on Monday, 31 October at 10:30.

Duly instructed by the Liquidator we will sell as above.

Terms: Bank-guaranteed cheque only.

Note: No cash will be accepted at the auction site, but may be paid in at the nearest First National Bank or Standard Bank.

The above is subject to change without prior notice.

For further details please contact the auctioneers: Aucor (Pty) Ltd. [Tel. (011) 444-5550.] [Fax (011) 444-5551.]

AUCOR (PTY) LTD

INSOLVENT ESTATE: ANTONIUS ENGELBRECHT, MASTER'S REF. T467/94

THREE-BEDROOMED HOME, BIRCH ACRES EXTENSION 6, KEMPTON PARK.

On the spot 223 Kwartel Road, Birch Acres Extension 6, Kempton Park, on Friday, 28 October 1994 at 10:30.

Favoured with instructions from the Trustee appointed in the above-mentioned matter Aucor will sell Erf 1852, Birch Acres, with improvements thereon:

Certain Erf 1852, Birch Acres Extension 6, measures in extent 1 000 square metres with improvement thereon. The residence 166 square metres under tiles comprises three bedrooms, lounge, dining-room, TV-room, bar, large kitchen, laundry with pantry, sewing room, two bathrooms with showers. The outbuildings consist of a double garage, domestic quarters with toilet and a veranda. The gardens are landscaped and lawned.

For further details please contact the auctioneers.

View: Day prior to the sale.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid with guarantees acceptable to the Trustee within 30 days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood. [Tel. (011) 444-5550.] [Fax (011) 444-5551.]

AUCOR (PTY) LTD

INSOLVENT ESTATE: A. J. L. DE MAGALHAES, MASTER'S REFERENCE T1304

THREE BEDROOM RESIDENCE, ROSETTENVILLE

To be sold on the spot 66 High Street, Rosettenville, on 21 October 1994 at 10:30.

Duly instructed by the Trustee in the above-mentioned matter, the Aucor Group will sell by public auction, the property legally described as Erf 472 of Portion 1, Rosettenville, Johannesburg, measuring 496 square metres, with the following improvements thereon:

A residence comprising entrance hall, family lounge, three bedrooms, dining-room and kitchen, with bathroom and separate toilet. The property has a front and rear garden. Outbuildings comprising of domestic quarters with ablutions and garage. The entire property has precast boundary walls.

View: Day prior to sale or by appointment.

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheques acceptable to the Trustee 14 days of confirmation.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, The Sandton Auction Park, 14 Apple Road, Wendywood, Sandton. [Tel. (011) 444-5550.] [Fax (011) 444-5551.]

UBIQUE AFSLAERS**INSOLVENTE BOEDEL**

In opdrag van die Voorlopige Kurator in die insolvente boedel **J. A. en E. L. Redelinghuys**, sal ons die bates verkoop te Tweede Laan 6, Fochville, op 28 Oktober 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS**INSOLVENTE BOEDEL**

In opdrag van die Kurator in die insolvente boedel **B. J. J. Vermaas**, sal ons die bates verkoop te die plaas Elandsfontein, Fochville, op 26 Oktober 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: 13 HA FARM, ROODEWAAL, TRANSVAAL, DISTRICT OF VENTERSDORP, PLUS SIX VACANT STANDS, WELVERDIEND

Duly instructed by the Trustee in the insolvent estate **G. C. M. L. Botha**, Master's Ref. T597/94, we will sell on Monday, 24 October 1994 at 10:00, on site the farm Portion 15, of the farm Roodewaal 92 and at 12:00 all six stands, being 16 13th Avenue, 37 Station Street, 44 Mark Street, 46 Mark Street, 48 Mark Street, 50 Mark Street and 105 Diagonal Street, Welverdiend.

All to be sold at 44 Mark Street.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation. For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

VERED AUCTIONEERS

INSOLVENT ESTATE: N.A. AND S. L. LAIDLAW, MASTER'S REF. T1611/94

Instructed by the Trustee in the above matter we will sell by public auction Erf 322 and 367, Boksburg North, Boksburg, being 40 Second Street.

Improvements comprise of a single-storey dwelling, including three bedrooms, two bathrooms, large entrance hall, lounge, dining-room, wine cellar and kitchen.

Outbuildings include a double lock-up garage and two rooms with bathroom.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: 25 October 1994 at 12:00, at the property.

For further information and to view, please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

BOLAND BANK VEILINGS

INSOLVENSIE- EN LIKWIDASIE VEILING VAN VOERTUIG, REKENAARTOERUSTING, KANTOORTOERUSTING, WHISKY ENS.

Behoorlik daartoe gemagtig deur die Kurators en Likwidateurs van die volgende, word ondergemelde per openbare veiling aangebied op Saterdag, 22 Oktober 1994 om 10:00, te Boland Bank Veilingslokaal, Eastway Sentrum, Pretoriaweg, Silverton (ingang Bucklestraat):

Insolvente boedel: **P. S. Pretorius**, Meestersverwysing T2233/94: 1988 VW Microbus.

Insolvente boedel: **A. T. Geoghegan**, Meestersverwysing T470/94: 1991 Nissan 4x4 V6 Patrol L.A.W.

Insolvente boedel: **J. W. Jansen van Rensburg**, Meestersverwysing T479/94: Rekenaartoerusting

Insolvente boedel: **C. J. B. Dreyer**, Meestersverwysing T934/94: 1981 Jurgens Champion B Karavaan, TV-stel, rekenaar, Seikosha drukker, lessenaar, Sanyo radio, Minolta EP 30 fotostaatmasjien, snoekertafel, Fast Fax faksmasjien en Goldstar 7000 antwoordmasjien.

Referred Liquor Store BK, in likwidasie, Meestersverwysing T4191/93: 85 kaste whisky.

Doringbaai Diamond Mining (Edms.) Bpk., in likwidasie, Meestersverwysing T2885/94: 1988 BMW 735i [word verkoop in terme van artikel 83 (1), 8 (d) en 9].

Terme: Streng kontant of bankgewaarborgde tjek met dag van die veiling.

Navrae: Adriaan vd Heever (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

BOLAND BANK VEILINGS

INSOLVENSIEVEILING VAN LUKSE VIERSLAAPKAMERWONING TE LYNBURNWEG 115, LYNNWOOD MANOR (VOLG ONS WEGWYSERS), OP MAANDAG, 31 OKTOBER 1994 OM 10:00

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **P. S. Pretorius**, Meestersverwysing T2233/94, word ondergemelde eiendom per openbare veiling aangebied:

Vaste eiendom: Erf 268, geleë in die dorpsgebied Lynnwood Manor, Registrasieafdeling JR, Transvaal, groot 2 132 m².

Verbeterings: Praktiese woning bestaande uit vier slaapkamers, twee vol badkamers, sit/eetkamer, TV-kamer, studeerkamer, kantoor, kombuis, waskamer en portaal. Bediendekamer met stort/toilet en 'n dubbel motorafdak. Die eiendom is goed omhein en het ook 'n swembad.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging. Bekragtigsperiode 7 dae.

Afslaersnota: 'n Praktiese woning in 'n gesogte area. Die ligging verleen hom toeganklik tot talle winkelsentrums en hoofroetes.

Besigting: Per afspraak of Sondag, 30 Oktober 1994 vanaf 14:00 tot 17:00.

Navrae: Ian Coetzee (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

BOLAND BANK VEILINGS

INSOLVENSIEVEILING VAN WOONHUIS GELEË TE ROSSTRAAT 255, MEYERSPARK-UITBREIDING 2 (VOLG ONS WEGWYSERS), OP MAANDAG, 31 OKTOBER 1994 OM 12:00 OP DIE PERSEEL

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **W. J. Pretorius**, Meestersverwysing T2232/94, word ondergemelde eiendom per openbare veiling aangebied:

Vaste eiendom: Erf 609, geleë in Rosstraat in die dorpsgebied Meyerspark-uitbreiding 2, Stad van Pretoria, groot 1 497 m².

Verbeterings: Siersteen drieslaapkamerwoning, sitkamer, eetkamer, kombuis, badkamer, aparte toilet, waskamer, baie ingeboude kaste, dubbel motorhuis en bediendekamer.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Besigting: Op Saterdag, 29 Oktober 1994 vanaf 10:00 tot 13:00, of soos per afspraak.

Navrae: Ian Coetzee (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BRITS op 18 November 1994 om 10:00 voor die Landdroeskantoor te BRITS die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 138 ('n gedeelte van Gedeelte 137) van die plaas HARTEBEEFSFONTEIN 445, Registrasie Afdeling J.Q., Transvaal;

GROOT: 17,1306 hektaar

Eiendom (1) blykens Akte van Transport T19032/1958

(2) Gedeelte 110 ('n gedeelte van Gedeelte 46) van die plaas HARTEBEEFSFONTEIN 445, Registrasie Afdeling J.Q., Transvaal;

GROOT: 17,3614 hektaar

Eiendom (2) blykens Akte van Transport T34207/1975

(3) Gedeelte 16 ('n gedeelte van Gedeelte 1) van die plaas HARTEBESFONTEIN 445, Registrasie afdeling J.Q., Transvaal;

GROOT: 65,6060 hektaar

Eiendom (3) blykens Akte van Transport T18758/1966

(Die eiendomme is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastinge ten opsigte van die eiendomme betaalbaar is.)

in die naam van HENDRIK JOHANNES BRIEL

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:

8 km suidoos van Brits

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Veekerend omhein en verdeel in kampe. 3 Boorgate.

Eiendom (2)

Woonhuis met woonstel, staalkonstruksiestoor, kraal, voerafdak, kampong.

Veekerend omhein en verdeel in kampe. Boorgat, gronddam.

Eiendom (3)

Veekerend omhein en verdeel in kampe. 3 Boorgate.

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 koopprijs

(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 koopprijs;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AIAA 00131 02G 03G 04G 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 13 Oktober 1994.

PHIL MINNAAR

INSOLVENTE BOEDELVEILING: M. G. JOOSTE, MEESTERSVERWYSING T1777/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling die reg om handel te dryf op Erf 12, Gravelotte en reg om Gedeelte 2 van Erf 13, Gravelotte te bewoon, op 24 Oktober 1994 om 11:00.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Phil Minnaar, Johannesburg (011) 475-5133.

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING: W. J. McMASTER EN AUTO TREND CC, IN LIKWIDASIE, MEESTERSVERWYSING T1002/94 EN T121/94

Behoorlik gemagtig deur Kurator in bogenoemde boedels verkoop ons per openbare veiling, op 29 Oktober 1994 om 10:30 meubels, kantoor-toerusting en Erf 608, Roodekrans-uitbreiding 3, Roodepoort.

Voorwaardes: Onroerende eiendom: 10% (tien persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Roerende bates: Kontant of bankgewaarborgde tjek.

Navrae: Skakel Plus Afslaers (011) 475-5133.

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **S. J. P. en J. Kruger**, sal die ondervermelde eiendom aangebied word op 3 November 1994 om 11:00, te die eiendom.

Eiendom bekend as Erf 4257, Secunda, beter bekend as Jakarandastraat 22, Secunda.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, TV-kamer, bestaande motorhuise omskep, twee nuwe motorhuise, volvloer matte en hout plafonne. Woonhuis het staan teëldak, en is vier kante omhein.

Afslaaersnota: Huis het bietjie aandag nodig, volg asseblief rigtingwysers op dag van veiling.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskap-waarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203, kantoorure of 2-1170, na-ure.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

UNRESERVED DECEASED AND INSOLVENT ESTATES SALE OF MOTOR VEHICLES AND LARGE SELECTION OF QUALITY HOUSEHOLD FURNITURE

Duly instructed thereto by the Executors and others, we will sell, without reserve, on Wednesday, 26 October 1994 at 10:00, at our Auction Rooms, 181 Louis Trichardt Street, Mayville, Pretoria, the undermentioned items:

1. Estates late **W. T. Wilson** and **E. H. Niemand**, and insolvent estate **J. S. Nel**, T3559/93: 1991 Volkswagen City Golf in good condition, 1982 Renault 5 GTL 5-door, 1977 Chevall.

2. Estate late **M. E. Jonker** and others: A large selection of household furniture including lounge suite, dining-room suite, wall units, occasional chairs and tables, freezer, bookcase, sideboard, wardrobes, fridge, washing machine and many other items.

Terms: Strictly bank-guaranteed cheques or cash.

Viewing: 24 and 25 October from 09:00 to 16:00.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

LIQUIDATION AND INSOLVENT ESTATES SALE OF BICYCLES, BICYCLE SPARES, CYCLING CLOTHING, T-SHIRTS, SEWING MACHINE AND OVERLOCKERS, ETC.

Duly instructed thereto by the Trustees and Liquidators as set out hereunder, we will sell, entirely without reserve, on Wednesday, 26 October 1994 at 10:00, at our Auction Rooms, 181 Louis Trichardt Street, Mayville, Pretoria, the undermentioned:

1. **Omega Sports CC**, in liquidation, T2310/94: A selection of bicycles and bicycle spares, sports equipment including raquets, shoes, swimming costumes, sports clothing, etc.

2. **Artistic Design CC**, in liquidation, T1186/94, insolvent estate **House of Chic**, T3931/93, insolvent estate **E. A. Nagdee**, T2425/94 and insolvent estate **G. J. Pienaar**, T1024/94.

Singer sewing machine and two overlockers, Sharp cash register and mannequin dummies. A large quantity of T-shirts, a selection of ladies' clothing, dress patterns, buttons, etc.

N.B.: A half-price out of hand sale of the clothing and bicycle spares will be held on Monday, Tuesday and Wednesday, 17, 18 and 19 October 1994 from 09:00 to 16:00, daily.

Note: The T-shirts will be sold at R5 each or R35 for 10.

Terms: Strictly bank-guaranteed cheques or cash.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

PROPERTY MART SALES

Duly instructed by the Provisional Trustee in the insolvent estate **E. H. Procter**, Master's Ref. T2640/94, we shall sell subject to seven days confirmation:

Three-bedroomed home, being Erf 1100, Helderkrui Extension 6, measuring 1 501 square metres in extent and situated at 9 Earl Street.

Sales take place on the spot on 2 November 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.] After hours: (011) 793-6164, C. Mostert.

VAN'S AFSLAERS**OPENBARE VEILING**

In opdrag van Kurators van insolvente boedels **E. A. Venter**, T1173/94, **M. P. A. Ackerman**, T61/94, **J. Coetzee**, T664/94, **Right Cool Ray's Refridgeration BK**, **The Outdoor Shop BK** en **Arties Beleggings (E) Bpk.**, verkoop Van's Afslers ondervermelde boedelbates sonder voorbehoud onderhewig aan bekragtiging, per openbare veiling op Donderdag, 27 Oktober 1994 om 11:00, te Van's Afslers se Lokale.

Beskrywing: Sleepwaens, kamp- en staptoerusting, huishoudelike-/kantoormeubels en toerusting ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslers, (012) 335-2974.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A. P. AND H. C. VILJOEN, MASTER'S REF. T1269/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 25 Flambo-jant Street, Delmas Extension 4, District of Delmas, Transvaal, on Thursday, 27 October 1994, commencing at 10:30, a vacant stand.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. A. VAN ZYL, MASTER'S REF. T2130/94

Duly instructed by the Trustees of the above-mentioned insolvent estate, we will sell by public auction, on site at 24 Van Oudshoorn Road, Nigel Extension 2, District of Nigel, Transvaal, on Monday, 24 October 1994, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

ESTATE LATE: J. L. BRAACK, MASTER'S REF. 11466/91

Duly instructed by the Executor in the above-mentioned deceased estate, we will sell by public auction, on site at 18 Rook Street, Brentburn, District of Brakpan, Transvaal, on Monday, 24 October 1994, commencing at 12:00, a two-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

DESMAR TRADING CC, IN LIQUIDATION, MASTER'S REF. T612/94

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on site at office suite, Unit 39, Valencia Office Park, corner of Monument and Anemoon Streets, Glen Marais, District of Kempton Park, Transvaal, on Tuesday, 25 October 1994, commencing at 10:30, an office suite.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: N. K. NAIDOO, MASTER'S REF. T1480/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 211 Forest Lily Place, Country View, District of Midrand, Transvaal, on Tuesday, 25 October 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: R. A. DE KLERK, MASTER'S REF. T911/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 4, 8 and 10 South Street, Boksburg, District of Boksburg, Transvaal, on Wednesday, 26 October 1994, commencing at 10:30, three vacant stands.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INVESTMENT IN INDUSTRY GROUP (PTY) LTD, IN LIQUIDATION, MASTER'S REF. T5011/93

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction, on site at Portion 247 (a portion of Portion 229), of the farm Knoppieslaagte 385 JR, Municipal District of Midrand, Transvaal, on Wednesday, 26 October 1994, commencing at 10:30, an undeveloped small holding.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. J. VAN WYK, MASTER'S REF. C168/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, in association with Levco Group (Cape Province), on site at 24 Van Bruggen Street, Witbank Extension 8, District of Witbank, Transvaal, on Friday, 28 October 1994, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

CAPE • KAAP**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Wodehouse op 11 November 1994 om 10:00 voor die Landdroskantoor te Dordrecht die ondergemelde eiendomme by publieke veiling verkoop:—

1. Gedeelte 7 (WINTERSHOEK) ('n gedeelte van Gedeelte 1) van die plaas WINTERS HOEK nr 42 in die Afdeling WODEHOUSE

GROOT 256,9596 hektaar

2. Gedeelte 1 van die plaas SCHILDER KRANS nr 73 in die Afdeling Wodehouse

GROOT 444,0262 hektaar

3. Die Plaas nr 261 in die Afdeling Wodehouse

GROOT 559,7332 hektaar

Eiendomme (1) tot (3) Blykens Akte van Transport T66242/1990 in die naam van DANIEL JOHANNES FOURIE.

4. Gedeelte 6 van die plaas MIDDEL PLAAS nr 71 in die Afdeling Wodehouse

GROOT 182,4727 hektaar

5. Gedeelte 2 (MAGENTA) van die plaas WINTERS HOEK nr 42 in die Afdeling Wodehouse

GROOT 685,2256 hektaar

Eiendomme (4) en (5) Blykens Akte van Transport T44476/1982 in die naam van SUSANNA ELIZABETH FOURIE.

6. Gedeelte 6 (WATERVAL) ('n gedeelte van Gedeelte 1) van die plaas ICELAND nr 123 in die Afdeling Wodehouse

GROOT 27,3605 hektaar

7. Gedeelte 10 (WATERVAL) ('n gedeelte van Gedeelte 9) van die plaas ELANDS FONTEIN NR 84 in die Afdeling Wodehouse

GROOT 48,6710 hektaar

8. Restant van Gedeelte 5 (ANNEX APELDOORN) van die plaas ELANDS FONTEIN nr 84 in die Afdeling Wodehouse

GROOT 83,9515 hektaar.

9. Restant van Gedeelte 9 (DEHOEK ANNEX) van die plaas ELANDS FONTEIN nr 84 in die Afdeling Wodehouse

GROOT 136,8424 hektaar

10. Restant van Gedeelte 4 (APELDOORN) van die plaas ELANDS FONTEIN nr 84 in die Afdeling Wodehouse

GROOT 240,4657 hektaar

Eiendomme (6) tot (10) Blykens Akte van Transport T8657/1963 in die naam van ANNA FRANCINA MAGDALENA FOURIE.

die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (5): 31km noordoos van Dordrecht

Eiendomme (6) tot (10): 55km noordoos van Dordrecht

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3): Woonhuis, 4 skure, motorhuis, koeistal, stoorkamer, rondawel en 5 arbeidershuise. Veekerend omhein en verdeel in kampe. 6 Boorgate, 6 sementdamme, 1 sementtenk, 9 fonteine, 8 grondveesuiplingsdamme, 9 drinkbakke, Wolwespruit en 2 grondbesproeiingsdamme.

Eiendom (4): Woonhuis, skuur en 2 arbeidershutte. Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, sementtenk, 4 grondveesuiplingsdamme, 3 fonteine en Wolwespruit.

Eiendom (5): Woonhuis, motorhuis, 2 skure, 2 rondawels, stoorkamer en 3 arbeidershutte. Veekerend omhein en verdeel in kampe. Boorgat, sementtenk, sementdam, 12 grondveesuiplingsdamme en 3 fonteine.

Eiendomme (6) tot (10): Woonhuis, skuur en 1 arbeidershuis. Veekerend omhein en verdeel in kampe. 5 Fonteine, sementtenk, sinkdam, Wilgerspruit en 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 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 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCBB 04338 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 Oktober 1994.

JOHANN JOUBERT VEILINGS

INSOLVENTE BOEDELS: A. C., C. S. EN S. C. CLULOW, B. W. M. MONK EN J. BEUKES

Behoorlik daartoe gelas deur die Kurator van bogemelde insolvente boedels, sal ons per openbare veiling verkoop te Camphersdrieweg 32, Glenbarrie, George, op Vrydag, 28 Oktober 1994 om 11:00, die volgende roerende eiendom:

Roerende bates: .38 Special Taurus pistool, Bruno Haelgeweer, .223 Sako geweer, .22 Star pistool, .308 Eusta geweer met 4x32 Supra teleskoop, .243 Musgrave geweer met 4x40 Tasco teleskoop, .9mm Llama Parabellum pistool, .357 Magnum Ruger rewolwer, 12 Boor haelgeweer, .410 Savage geweer, Pionier kleurtelevisie, Sansui hoëtrousetel, gekombineerde Yskas/vrieskas, Embuia bal-en-klousetel bestaande uit tafel en vyf stoele.

Johann Joubert Veilings, Nedbanksentrum 113C, Yorkstraat, George. [Tel. (0441) 73-5926.]

NATAL

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MOOIRIVIER op 11 November 1994 om 10:00 voor die Landdroskantoor te MOOIRIVIER die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 11 (van 9) van die plaas DOORNKLOOF 1318, geleë in die Administratiewe Distrik van Natal, groot 118,3452 hektaar.

(2) Restant van onderverdeling 9 (van 4) van die plaas DOORNKLOOF 1318, geleë in die Administratiewe Distrik van Natal, groot 118,3452 hektaar.

Eiendomme (1) en (2) blykens Akte van Transport T23769/1988

in die naam van DANIEL ANDRIES JACOBUS BOTHA

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:

32 km noordoos van Mooirivier

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, skuur met afdak, werkswinkel, hoenderhok, melkportaal, rondawel. Veekerend omhein en verdeel in kampe. Boorgat, watertenk, 4 gronddamme, 2 sinkdamme, sementdam, Moorivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: CAAR 05115 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 13 Oktober 1994.

BONANZA AUCTIONEERS

INSOLVENT ESTATE

Duly instructed thereto by the Executor, P. J. Schoerie, in the insolvent estate of **I. Z. Davidson**, Master's Ref. N169/94, we will sell, subject to confirmation, on 21 October 1994 at 10:00, at the 48 Disa Dives, Veld en Vlei, Richards Bay.

Quantity description: Four piece lounge suite (6 seater), coffee table, two corner tables, onyx vase, onyx lamp stand, three oil paintings, seven brass ornaments, small wollen rug, eight piece oak dining-room suite, kjaat dining-room table, two kjaat dining-room chairs, floral wall paintings, pine bookcase, Sansui cassette deck, Pioneer hi fi set, brass vase, marble top table, Triad TV set with cabinet, brass hat stand, two easy chairs, two coffee stools, coffee table, four bar stools, Goldstar microwave oven, small Ocean two-door fridge/freezer, GEC refrigerator, Whirlpool washing machine, double bedroom suite, double bedroom suite, .202 rifle, bedside lamps, two small floor rugs, bunk bed, old Kirby vacuum cleaner, ironing board, single bed and mattress, single bed with inner spring mattress and headboard, floor rugs, floor rugs, four door steel filing cabinet, chest type deep freeze, crockery, cutlery, linen and curtaining.

Dated the 5th day of October 1994.

Bonanza Auctioneers, 106 TML House, Union Street; P.O. Box 1454, Empangeni. [Tel. (0351) 2-7368/9-92-2409.]

ORANGE FREE STATE ORANJE-VRYSTAAT

PODIUM AFSLAERS

OPENBARE VEILING

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **Martin Andries Petrus Albertus du Plessis**, voorheen handeldrywende as Star Slaghuis, Stasiestraat, Kroonstad, Boedelnommer B66/94, sal per openbare veiling aangebied word op Vrydag, 4 November 1994 om 09:30, te perseel van Podium Afslaers, Murraystraat 62, Kroonstad, die volgende naamlik:

Vertoonvrieskas met kompressor, toonbankyskas met kompressor, toonbankyskas met ingeboude kompressor, Okto elektriese vleissaag, muureenheid vrieskas met glasdeure en buite kompressor, worsstopper, tenderiser, "slicer", drie staaltafels, hangskaal, twee biltongrakke, brandkluis, twee staalrakke, twee koelkamer yskaste met kompressors, vlekvrystaal wasbak, dubbelbalie vlekvrystaal wasbak, lessenaar en drie stoele, plastiese houters en kruie, noodhulpkassie, elektroniese skaal, kasregister, biltongkerwer, "wrapping machine", vlekvrystaal toonbank en "hamburger patty" masjien.

Bogenoemde roerende eiendom sal per kontant aangebied word aan die hoogste bieder.

Afslaers: Podium Afslaers, Murraystraat 62, Kroonstad. [Tel. (0562) 2-5170.]

Kurator: F. J. E. Paola, p.a. Paola du Plessis & Van der Merwe, Eerste Verdieping, NFS-gebou, Brandstraat 36, Kroonstad. [Tel. (0562) 2-6541/2/3.]

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