

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 353

PRETORIA, 4 NOVEMBER 1994

No. 16054

*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

45,20

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

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

ORDERS OF THE COURT:

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

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIWE

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

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 uncanceled 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 kansellasië 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:*

- ▶ **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:*

- ▶ **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 kope drie kalenderweke voor publikasie ingedien word

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

TRANSVAAL

Saak 17769/94

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Hallam: Thomas Michael**, Eerste Verweerder, en **Hallam: Hanna Kathryn**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggereshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 22 November 1994 om 10:00, van die ondergemelde eiendom van die Verweerdere wat deur die vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggereshof, Alberton, voor die verkoping ter insae sal lê:

Sekere: Standplaas 1158, Brackendowns-uitbreiding 1-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal.

Gehou deur: Thomas Michael Hallam en Jane Kathryn Hallam onder Akte van Transport T11652/93.

Bekend as: 25 Pongola Street, Brackendowns, Alberton.

Groot: 1 000 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeteringe: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, ingangsportaal, drie slaapkamers, twee badkamers en twee toilette. Buitegeboue: Motorhuis, garage, toilet en swembad met rondavel.

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

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

Gedateer te Alberton op hede die 7de dag van Oktober 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, Posbus 6, Alberton. (Verw. N2598/EU/PP.)

Case 19562/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cradick: Colleen Jennifer**, First Defendant

In execution of 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, First Floor, Terrace Building, 1 Eaton Terrace, Alberton, on Tuesday, 22 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Alberton, prior to the sale:

Certain: Stand 1793, Mayberry Park Township, Alberton, Registration Division IR, Transvaal.

Held by: Colleen Jennifer Cradick, under Deed of Transfer T59984/92.

Known as: 22 Brosdoring Street, Mayberry Park, Alberton.

Measuring: 1 005 square metres.

Zoning: Residential.

Special privileges or exemptions: None.

Improvements: The following information is furnished re the improvements thought in this respect nothing is guaranteed: Main building under tiles and plastered walls consisting of lounge, kitchen, dining-room, three bedrooms, family room, two bathrooms, shower and two toilets. Out buildings: Garage, two carports and toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against 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 calculated as follows: 5% (five per cent) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R100.

Dated at Alberton on this the 7th day of October 1994.

Klopper Jonker Inc., First Floor, Terrace Building, 1 Eaton Terrace, Alberton, P.O. Box 6, Alberton. (Ref. N2637/EU/PP.)

Saak 16140/94

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Makhetha: Thabiso Constatias**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggereshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 22 November 1994 om 10:00, van die ondergemelde eiendom van die Verweerder wat deur die vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggereshof, Alberton, voor die verkoping ter insae sal lê:

Sekere: Standplaas 9467, Tokoza-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal.

Gehou deur: Thabiso Constatias Makhetha onder Akte van Transport T53150/88.

Bekend as: Standplaas 9467, Tokoza-uitbreiding 2-dorpsgebied.

Groot: 300 vierkante meter.

Sonering: Residensiële.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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

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

Gedateer te Alberton op hede die 7de dag van Oktober 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, Posbus 6, Alberton. (Verw. N2569/EU/PP.)

Saak 689/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **J. M. Maripane**, Eerste Verweerder, en **E. J. Maripane**, 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 18 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 950, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL2003/89, grootte 488 (vierhonderd agt-en-tagtig) vierkanter 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 14de dag van Oktober 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/ B49/239/EJ.)

Saak 40911/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **P. H. van Zyl**, Eksekusieskuldenaar

Kragtens 'n uitspraak van die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 15 Julie 1994 sal die onderstaande eiendom op 22 November 1994 om 10:00, te die kantoor van die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 580/14, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, bekend as 26ste Laan 835, Rietfontein.

Gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit: Sitkamer, kombuis, twee badkamers/toilette en twee slaapkamers, dakwooneenheid bestaande uit slaapkamer, sitkamer en bediendekamer.

Verbandhouders: Volkskasbank, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria, en 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-Sentraal, Messcor-huis, Margarethastraat 30, 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 14de dag van Oktober 1994.

Dyason & Leopont, Eiser se Prokureurs, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0413.)

Saak 21756/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. H. Bergman**, Eksekusieskuldenaar

Kragtens 'n uitspraak van die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 5 Mei 1994 sal die onderstaande eiendom op 22 November 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noord-oos, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 282, geleë in die dorpsgebied Eersterust-uitbreiding 2, Registrasieafdeling JR, Transvaal, bekend as Rienielaan 107, Eersterust-uitbreiding 2, Pretoria.

Gesoneer vir woonhuis.

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

Verbandhouer: Eerste Nasionale Bank, Kerkplein, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% (tien persent) van die 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 14de dag van Oktober 1994.

Dyason & Leopont, Eiser se Prokureurs, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. Lourens/mev. Botha/VF0409.)

Case 8267/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Selborne Carpet Wholesalers CC**, Plaintiff, and **M. J. Fourie**, trading as K. F. Flooring, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 12 July 1994, the herein undermentioned property will be sold in execution on Friday, 18 November 1994 at 12:00, at the office of the Sheriff, Bronkhorstspuit, in front of the Magistrate's Court, Bronkhorstspuit, to the highest bidder, subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain Holding 11, Agricultural Holding Valtaki, Registration Division JR, extent 2,6398 hectares, held under Deed of Transfer T6430/1988.

The property is situated at Holding 11, Valtaki Agricultural Holdings, District of Bronkhorstspuit.

Description of improvements on property, although nothing is guaranteed: Empty plot.

Conditions of sale: 10% (ten per centum) of the purchase price of the property together with the Sheriff's commission, is to be paid immediately after the auction. The balance of the purchase price is payable upon transfer and is to be guaranteed by a bank or building society, which guarantee is to be furnished by the purchaser within 30 (thirty) days after the sale.

The conditions of sale are available for inspection at the office of the Sheriff, Bronkhorstspuit, at 30 Mark Street, Bronkhorstspuit.

Signed at Pretoria on this the 6th day of October 1994.

M. W. Nixon, for Nixon & Collins, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria, 0002. (Tel. 323-8633.) (Ref. Nixon/G5210.)

Saak 2518/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **ABSA Bank Beperk**, handeldrywende as **United**, Eiser, en **Mnr. A. C. Perry**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof van Brits en die lasbrief tot geregtelike verkoping gedateer 19 September 1994 word die ondervermelde eiendom op Vrydag, 2 Desember 1994 om 09:00, by die Landdroskantoor, te Van Veldenstraat, Brits, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 1504, Brits, ook bekend as Tarentaalstraat 30, Brits, groot 1 050 vierkante meter, gehou kragtens Akte van Transport T82724/91.

Voorwaardes: Soos hierby aangeheg.

Geteken te Brits op hede die 11de dag van Oktober 1994.

G. H. van der Walt, Saambou-gebou 4, Macleanstraat, Brits, 0250.

Case 10095/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maria Alexandra Vallere Pinheiro de Oliveira**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, 8 December 1994 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the aforementioned address and will also be read out by the Sheriff, prior to the sale in execution:

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

Property: Section 7, as shown and more fully described on Sectional Plan SS.44/1978, in the scheme known as Pamplona, in respect of the land and building or buildings situated at Townsview Township, in the area of Johannesburg, Local Authority, measuring 108 square metres, an undivided share in the common property in the Sectional Scheme, apportioned in accordance with the participation quota as endorsed on the aforesaid Sectional Plan, held under Certificate of Registered Title Deed ST.44/1978 (7) (UNIT), known as Flat 7, Pamplona, 15 Main Street, Townsview, Johannesburg.

Improvements: Double storey, three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel.(012) 325-4185.] (Ref. Du Plooy/sv/GT1609.)

Saak 25798/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Patrick Peter Hees**, Eerste Verweerder, en **Anna Johanna Hees**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 30 November 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Suid, gehou by Strubenstraat 142, Pretoria, aan die hoogste bieder:

Hoewe 44, geleë in Gerardsville-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,3322 (twee komma drie drie twee twee) hektaar, gehou kragtens Akte van Transport T2824/83, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

Straatadres: Hoewe 44, Vierde Straat, Gerardsville, Verwoerdburg.

Verbeteringe: Woonhuis met staaldak bestaande uit ingangsportaal, sitkamer, kombuis, vier slaapkamers, badkamer met toilet, toilet, twee motorhuise, stoorkamer, draadomheining.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Suid, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju, vir die Hooggeregshof, Pretoria-Suid, Plot 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburg.

Geteken te Pretoria op hede die 13de dag van Oktober 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S976/RE.)

Saak 16291/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Lenette Swanepoel**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 25 November 1994 om 11:00, deur die Balju vir die Hooggeregshof, Cullinan, gehou by die Landdroskantore, Cullinan, aan die hoogste bieder:

Gedeelte 45 (gedeelte van Gedeelte 9), van die plaas Welgedacht, Registrasieafdeling JR, Transvaal, groot 21,4143 (twee een komma vier een vier drie) hektaar gehou kragtens Akte van Transport T275/93, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

Straatadres: Gedeelte 45, van die plaas Welgedacht 130.

Verbeteringe: Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, badkamer met toilet en stort, toilet.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Cullinan, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Cullinan, Madeliefie 11, Riamarpark, Bronkhorstspuit.

Geteken te Pretoria op hede die 19de dag van Oktober 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1494/RE.)

Saak 9964/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **André Maurice Rabé**, Eerste Verweerder, en **Lindi Rabé**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 25 November 1994 om 10:00, deur die Balju vir die Hooggeregshof, Middelburg, gehou voor die Landdroskantore, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieder:

Gedeelte 1, van Erf 420, Middelburg-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 2 855 (twee duisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T32330/1993, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Oosstraat 42, Middelburg, Transvaal.

Verbeteringe: Woonhuis met staaldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis, buitetoilet.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Middelburg, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Middelburg, Auxiliumgebou, Eksteenstraat 4A, Middelburg, Transvaal.

Geteken te Pretoria op hede die 13de dag van Oktober 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1313/RE.)

Case 10248/93
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Temele, Nozipho Albert**, First Defendant, and **Temele, Nomthandaso Sinna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve, will be held by the Sheriff of the Supreme Court, for the District of Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 25 November 1994 at 11:15, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is a leasehold being Erf 504, Windmill Park Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres and held under Deed of Transfer T1595/1993 situated at 13 Apex Street, Windmill Park, Boksburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Two semi detached single storey duets:

- (a) lounge cum dining-room, kitchen, three bedrooms, mes and bathroom;
- (b) lounge cum dining-room, kitchen, two bedrooms, bathroom and w.c. and
- (c) two garages.

The property is of tiled roof, brick external walls and carpeted floors.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be furnished within 14 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 14th day of October 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (DX 257 Johannesburg.) (Tel. 333-0046.) (Fax. 336-0274.) (Ref. Max Cohen/Peter Sapire/Garth Hulley/E232.)

Case 24232/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Amelia Grannum**, Defendant

Notice is hereby given that on 24 November 1994 at 10:00 the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 28 September 1994, namely:

Certain Erf 3183, Northmead, Registration Division IR, Transvaal, situated at 59 12th Avenue, Northmead, Benoni.

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

Three bedrooms, bathroom, kitchen, dining-room and lounge, and outbuildings comprise garage.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01727.)

Case 19778/94

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 **Sheppard, Destry James**, First Defendant, and **Sheppard, Felicity Bernadette**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve, will be held by the Sheriff of the Supreme Court, for the District of Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 24 November 1994 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 303, Turffontein Township, Registration Division IR, Transvaal, measuring 495 square metres and held under Deed of Transfer T4560/1994 situated at 173 Donnelly Street, Turffontein, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey dwelling with iron roof and comprising of kitchen, four bedrooms, bathroom, toilet, two garages and servants' quarters.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be furnished within 14 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 11th day of October 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (DX 257 Johannesburg.) (Tel. 333-0046.) (Fax. 336-0274.) (Ref. Max Cohen/Peter Sapire/Garth Hulley/F254.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **F. E. Maluka**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 21 September 1994 the property listed hereunder will be sold in execution on 18 November 1994 at 11:00, at the premises of Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: The leasehold in respect of Erf 33948, Tsakane Extension 1 (formerly 899), Registration Division IR, Transvaal, held by Deed of Transfer TL43841/1989, measuring 294 (two hundred and ninety-four) square metres.

The property is defined as a residential stand, situated at 889 Tsakane Extension 1, Brakpan.

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

Main building: Lounge: One. Bedroom: Main plus two. Bathroom: One. Kitchen: One.

Outbuildings: Fencing: Diamond mesh. Building construction: Walls: Plastered bricks. Roof: Tiles.

The material conditions of sale are:

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

(b) Immediately after the sale the purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's office.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.

(d) The purchase price shall be paid as to 10% (ten per cent) thereof or R500 (five hundred rand) whichever is the greater on the day of the sale and the Judgment Creditor's claim at the rate specified in the full conditions of sale to date of payment within 14 (fourteen) days or be paid to secured by a bank or building society guarantee.

(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in (d) above, without prejudice to any claim against him for damages.

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

Dated at Brakpan on this the 29th day of September 1994.

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Janeke/AH/J101/93.)

Saak 6147/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Seretse Andrew Mogola**, Eerste Verweerder, en **Selloane Alina Mogola**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 25 November 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 16 ('n gedeelte van Gedeelte 3) van Erf 44, geleë in die dorpsgebied van Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T77265/89, grootte 400 (vierhonderd) vierkante meter).

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sink-, teël- of asbesdak, 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 deposit en kostes.

(4) Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 18de dag van Oktober 1994.

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

Case 22349/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Picksome Chickens CC**, First Defendant, **Johannes Jacobus Visser (Snr)**, Second Defendant, **Johannes Jacobus Visser (Jnr)**, Third Defendant, **Catherine Cecilia Visser**, Fourth Defendant, and **Jacob Daniel Moolman**, Fifth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property with a reserve will be sold in execution to the highest bidder, to be held on 25 November 1994 at 11:00, in front of the Magistrate's Court, Cullinan:

Portion 49 (a portion of Portion 26) of the farm Oog of Boekenhoutskloof 228, Registration Division JR, Transvaal, measuring 12,0527 hectares, held by the Second and Fourth Defendants under Deed of Transfer T30755/86.

Situated \pm 30 km from Pretoria. Proceed East along Zambesi Drive past Baviaanspoort Prison. At the next major cross roads turn left. After a few kilometres there will be a cafe on the left. Proceed up the Road just before the cafe to the farm.

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

Main dwelling-house consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Flat consisting of three bedrooms, bathroom, toilet, lounge and kitchen. Outbuildings consisting of two garages and store-room. Chicken abattoir—partially equipped, chicken rearing houses, three silo's for chicken feed, two boreholes and one fully equipped with pump. Shed and fully fenced.

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

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

F. A. Gerber, for Macrobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T3709037/adp.)

Saak 4150/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Reg. No. 87/05437/06, voorheen bekend as Saambou Nasionale Bouvereniging, Eiser, en **Molwantwa Peter Mosala**, Eerste Verweerder, en **Matseko Maria Magdalena Mosala**, Tweede Verweerderes

Kragtens uitspraak van die Landdroshof, distrik Vanderbijlpark, gedateer 2 September 1994 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Vrydag, 25 November 1994 om 10:00, in eksekusie deur die Vanderbijlpark, aan die hoogste bieder verkoop:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1568, Lakeside-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 202 vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalinge van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig: 10% (tien persent) van die koopprijs is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Vanderbijlpark, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie.

Woonhuis bestaande uit sitkamer, twee slaapkamers, badkamer met toilet, kombuis en draadomheining.

Geleë te Erf 1568, Lakeside, Evaton, Vanderbijlpark.

Die volle koopvoorwaardes wat vir die koper bindend sal wees, lê gedurende kantoorure ten kantore van die Balju, Landdroshof, Eerste Verdieping, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark.

Geteken te Vereeniging hierdie 18de dag van Oktober 1994.

G. P. Mills, Prokureur vir Eiser, M & A-gebou, Lesliestraat 17A, Vereeniging. (Verw. mev. Van Eeden/S753.)

Saak 518/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, (handelende as United Bank), Eiser, en **Sharith Rabilali Rampersad**, Eerste Verweerder, **Shyama Rampersad**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 12 September 1994 sal die eiendom hieronder genoem verkoop word in eksekusie op 23 November 1994 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer televisiekamer, kombuis, drie slaapkamers, twee badkamers met twee toilette, motorhuis.

Eiendom: Erf 2339, Kinross-uitbreiding 17, Registrasieafdeling IS, Transvaal, groot 911 (negehonderd-en-elf) vierkante meter, gehou kragtens Akte van Transport T56901/90, geleë te Valkstraat 12, Kinross.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping en 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 hede die 18de dag van Oktober 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Ref. Jacobs/emcd/A.530.)

Saak 1010/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk** (handelende as United Bank), Eiser, en **Malcolm Theo Powell**, Eerste Verweerder, en **Anne Josephine Powell**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 9 Junie 1994 sal die eiendom hieronder genoem verkoop word in eksekusie op 23 November 1994 om 12:00, by die Balju se kantore Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, studeerkamer, swembad, motorhuis, plaveisel en buiteweg.

Eiendom: Erf 53, Secunda-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 759 (sewe honderd nege-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T17449/88, geleë te Danie Theronstraat 96, 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 18 Oktober 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.585.)

Saak 594/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **J. P. Kruger**, Verweerder, en **A. S. Kruger**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 22 Januarie 1993 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule) ou Warmbadpad, Bon Accord, aan die hoogste bieder op 2 Desember 1994 om 11:00:

Erf 972, geleë in die dorpsgebied Die Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 800 (agthonderd) vierkante meter, (beter bekend as 24 Matthewsstraat, The Orchards X11).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Drieslaapkamer woning met twee badkamers, stort, sitkamer, eetkamer, kombuis met buitegeboue.

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

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule) ou Warmbadpad, Bon Accord.

Geteken te Pretoria op hierdie 20ste dag van Oktober 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria.

Saak 46795/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **J. D. Bezuidenhout**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 3 Februarie 1994 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 14 Desember 1994 om 10:00.

Deel 6, soos getoon en meer volledig beskryf op Deelplan SS75/76 in die skema bekend as Murrayfield Park, in die Murrayfield-dorpsgebied, in die Plaaslike Bestuur van die Stadsraad van Pretoria, groot 141 (eenhonder een-en-veertig) vierkante meter (beter bekend as Murrayfield Park 6, Nataliëstraat 96, Murrayfield.

Voorwaardes van Verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Duplekswoonstel met drie slaapkamers, een en 'n half badkamer, sit/eetkamer, kombuis met garage.

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 datum van verkoping aan die Geregsbode oorhandig word.

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

Geteken te Pretoria op hierdie 20ste dag van Oktober 1994.

S. E. Du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (mev. Engels/JR38047.)

Case 57663/94

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and
Michiel Daniel Louis Meyer, 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: Portion 5, of Erf 76, situated in the Township of East Lynne, Registration Division JR, Transvaal, measuring 1 141 square metres, situated at 60 McLaren Avenue, East Lynne.

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: House, lounge, dining-room, three bedrooms, kitchen, two bathrooms, two w.c.'s.

Outbuildings: Patio, double carport plus work space, servant's room, a w.c..

Other improvements: Walls, gates, alarm system.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at 1210 Pretorius Street, Hatfield, Pretoria.

Signed at Pretoria on this the 20th day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1297.)

Case 2964/93

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 **Siweya Siyasonke Jameson**,
 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 29 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 Erf 263, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 90 Antelope Avenue, Roodekop, Alberton, measuring 805 (eight hundred and five) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 20th 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.382.)

Case 20991/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nkosi Timothy Zabulon**, First Execution Debtor, and **Seleke Catherine Fiona**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Springs, on 25 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's, Springs, 56, 12th Street, Springs, prior to the sale:

Certain: All right title and interest in the Leasehold in respect of Site 13348, situated in the Township of Kwa-Thema Extension 2, Registration Division IR, Transvaal, being 13348 Kwa-Thema Extension 2, Springs, measuring 298 (two hundred; and ninety 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, bedroom, 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 20th 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/fp/N199.)

Case 17380/94
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 **Tuge Sethopa Joseph**, 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 29 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 Erf 482, situated in the Township of Roodebult, Registration Division IR, Transvaal, being 17 Thornpair Crescent, Roodebult, Germiston, measuring 991 (nine hundred and ninety one) square metres.

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

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

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

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

Dated at Johannesburg on this the 19th 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/T.183.)

Case 15713/94
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 **Nxumalo, Mpostoli Jacob Jackie**, First Execution Debtor, and **Nxumalo, Sarah Motlalepule**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Springs, on 25 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, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 1214, situated in the township of Selection Park, Registration Division IR, Transvaal, being 6 Scott Avenue, Selection Park, Springs, measuring 1 250 (one thousand two hundred and fifty) square metres.

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

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 19th 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/fp/N264.)

Case 18431/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kubheka, Kanata Daniel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 25 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 2207, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 2207 Evaton North, Vanderbijlpark, measuring 280 (two hundred and eighty) square metres.

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

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

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

Dated at Johannesburg this 19th 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/fp/K224.)

Case 8819/94
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 **Dauids, Emanuel**, First Execution Debtor, and **Dauids, Marie Sohma Maria**, 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, 50 Edward Avenue, Westonaria, on 25 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, prior to the sale:

Certain: Erf 1718, situated in the Township of Lawley Extension 1, Registration Division IQ, Transvaal, being 1718 Pompano Crescent, Lawley Extension 1, measuring 400 (four hundred) square metres.

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

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

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

Dated at Johannesburg this 20th 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/bt/D.313.)

Case 24057/94
PH 135IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **A F Dreyer & Kie (Eiendoms) Beperk**, Plaintiff, and **Mathee, Petronella**, Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at the office of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 22 November 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale, of the undermentioned property situated at:

33 Jan Meyer Street, South Crest, Alberton, being Erf 273, Southcrest Township, Registration Division IR, Transvaal, measuring 714 (seven hundred and fourteen) square metres, held by Deed of Transfer T57569/1993, which is zoned as Residential and consists of (not guaranteed): A dwelling.

2. Terms:

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

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

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

2.2.2. minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 20th day of October 1994.

Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Tel. 408-9091.) (Ref. P. Botha.)

Case 17673/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Wright: Herbert Hendrik**, First Defendant, and **Teixeira dos Santos: Emilia da Conceicao**, 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, Kempton Park, at 8 Park Street, Kempton Park, on 24 November 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Kempton Park, prior to the sale:

Certain Erf 533, Kempton Park West Township, situated at 66 Fehrsen Drive, Kempton Park West, measuring 612 (six hundred and twelve) 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, bathroom, three bedrooms, w.c., kitchen, garage and a driveway.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 6th day of October 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0248 (AU248).]

Case 102751/91

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 **Michael John Griffiths**, First Defendant, and **Susanna Magdalena Griffiths**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 December 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 25 November 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1133, Parkrand Extension 1 Township, Registration Division IR, Transvaal, situated on 51 Plomer Street, Parkrand, in the Township of Parkrand, District of Boksburg, measuring 1 456 (one thousand four hundred and fifty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, garage, carport, servant's quarter 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 18th day of October 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7300/Mrs Kok.)

Saak 16043/94

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

In die saak tussen **Standard Bank van S.A. Beperk** (Reg. No. 62/00738/06), Eiser, en **Oaklands White River Properties CC** (Reg. No. CK87/21203/23), Eerste Verweerder, **Eugene Peter Nel**, Identiteitsnommer 3901305018000, Tweede Verweerder, **Stephen Henry de Klerk**, Identiteitsnommer 4301075044006, Derde Verweerder, en **Pieter John Norman Jefferies**, Identiteitsnommer 3603285020002, Vierde Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 25 November 1994 om 10:00, deur die Balju vir die Hooggeregshof, Witrivier, gehou te die Balju se Kantore, plaas Latwai, Rocky Drift, Witrivier, aan die hoogste bieder:

Gedeelte 180 van die plaas White River 64, Registrasieafdeling JU, Transvaal, groot 19,3222 hektaar, gehou kragtens Akte van Transport T62020/90.

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

Verbeterings en ligging: Woning met metaaldak, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer met toilet, buitegeboue, kantoor, bediendekwartiere, garage en draadomheining. Elektrisiteit vanaf Eskom, twee boorgate en rivierkanaal wat 'n groot dam voed.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Witrivier, te die plaas Latwai, Rocky Drift, Witrivier, Oos-Transvaal.

Gedateer te Pretoria hierdie 20ste dag van Oktober 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9528/94/BVDM.)

Case 16971/93
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 **Adrian, Neville Duncan**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 25 November 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 603, situated in the Township of Reigerpark Extension 1, Registration Division IR, Transvaal, being 603 Malva Street, Reigerpark Extension 1, Boksburg, measuring 389 (three hundred and eighty-nine) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 18th 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/bt/A.35.)

Case 22388/94
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 **Daya, Muksh**, First Execution Debtor, and **Daya, Loshinee**, 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, 50 Edward Avenue, Westonaria, on 25 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, prior to the sale:

Certain Erf 3366, situated in the township of Lenasia South Extension 7, Registration Division IQ, Transvaal, being 3366 Tungsten Street, Lenasia South Extension 7, measuring 705 (seven hundred and five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, separate toilet and shower, 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, 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 18th 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/bt/D.350.)

**Case 19780/94
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 **Smith, Christopher Lawrance**, First Defendant, and **Smith, Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 24 November 1994 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 560, Kenilworth Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, and held under Deed of Transfer T51825/1993, situated at 212 Stanton Street, Kenilworth, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling, with iron roof and comprising kitchen, six bedrooms and two bathrooms.

Outbuildings: Garage, store-room, sunroom, servants' quarters and toilet.

Terms: 10% (ten per cent) 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 of the date of sale.

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

Dated at Johannesburg this 18th day of October 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Dx 257 JHB.) (Tel. 333-0046.) (Fax. 336-0274.) (Ref. Max Cohen/Peter Sapire/Garth Hulley/F253.)

Case 2917/88

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mr V. D. Pillay and Mrs L. Pillay**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 5 October 1988, and a warrant of execution issued hereafter, the immovable property listed hereunder will be sold in execution on 25 November 1994 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property: Erf 755, Bakerton Extension 4, Springs, Registration Division IR, Transvaal, measuring 600 square metres.

Postal address: 8 Imuia Street, Bakerton Extension 4, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, lounge, dining-room, kitchen, two bathrooms and three bedrooms.

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

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

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

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

Dated at Springs on this 18th day of October 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, Springs. (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/S88024.)

Saak 55240/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **F. H. J. Bekker**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie, gedateer 5 September 1994, sal die onderstaande eiendom op 22 November 1994 om 10:00, te die kantoor van die Balju, Pretoria Sentraal, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2020/R, 1 021 (eenduisend een-en-twintig) vierkante meter groot, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, bekend as Ben Swartstraat 938, Villieria, Pretoria.

Gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, bedien-dekamer 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 Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Gedateer te Pretoria op hede die 17de dag van Oktober 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0420.)

Saak 19222/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hermanus Lambertus Potgieter**, Verweerder

'n Verkoping word gehou deur die Balju, Vereeniging, De Klerk Vermaak & Vennote, Overvaalgebou, Krugerlaan 28, Vereeniging, op 24 November 1994 om 10:00, van:

Erf 1843, geleë in die Henley on Klip-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 3 033 vierkante meter, gehou kragtens Akte van Transport T29024/1986, geleë te Eatonweg 1843, Henley on Klip, 'n onverbeterde eiendom.

Besonderhede word nie gewaarborg nie.

Besigtig voorwaardes by die Balju, Vereeniging, bovermelde adres.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. D. R. Viljoen/pv.)

N. C. H. Bouwman, Balju vir die Hooggeregshof, Overvaal, Krugerlaan 28, Vereeniging. [Tel. (016) 21-3400.]

Case 3798/94

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

In the matter between **Standard Bank of SA Limited** (62/00738/06), Plaintiff, and **Thedi Abram Sedibana**,
Identity Number 5212115542082, Defendant

In pursuance of a judgment of the above-mentioned Court and a writ for execution, the undermentioned property will be sold in execution on Thursday, 24 November 1994 at 10:00, by the Sheriff of the Supreme Court, District of Mkobola, held at the Magistrate's Office, Ekangala, District of Mkobola, to the highest bidder:

Erf 2682, situated in the Township of Ekangala D, in the District of Mkobola, measuring 175 square metres, held under Grant 367/89.

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

Street address: Stand 2682, Ekangala D, District of Mkobola, Kwandebele.

Improvements: Dwelling with tile roof and consisting of lounge, kitchen, two bedrooms, bathroom and toilet and wire fencing.

Reserved price: The property will be sold without reserve.

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

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

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the Supreme Court, District of Mkobola, at 4 Klip Street, Groblersdal.

Signed at Pretoria on the 19th day of October 1994.

Haasbroek & Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, Second Floor, Pretorius Street; P.O. Box 2205, Pretoria. [Tel. (012) 322-4401.] (Ref. Van Rensburg/Z9058/94/BVDM.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Beperk** (51/00009/06), Eiser, en **Pumla Sylvia Gxabagxaba**, Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 5 September 1994, sal die volgende onroerende eiendom, van die Verweerder wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 25 November 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Perseel 642, geleë in die Lakeside-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 230 (tweehonderd-en-dertig) vierkante meter.

Verbeterings (ten opsigte waarvan geen waarborg gegee word nie): Tweeslaapkamerhuis met sitkamer, kombuis en badkamer.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdrosdrosfswet, Wet 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 14 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, Landdrosdrosf te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport.

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

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

Gedateer te Vanderbijlpark op hede die 17de dag van Oktober 1994.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P2/8/NM/U.)

Saak 9901/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Dendron Gesondheidskomitee**, Eiser, en **S. C. Holtzhausen**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdrosdrosf van Pietersburg op 20 Desember 1994 en 'n daaropvolgende lasbrief vir eksekusie teen goed, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word voor die Landdrosdrosf te Pietersburg, op 25 November 1994 om 10:00:

Erf 159, geleë in die Dendron-dorpsgebied, Registrasieafdeling LS, Transvaal, groot 3 346 (drieduisend driehonderd ses-en-veertig) vierkante meter, gehou kragtens Akte van Transport T26355/90.

Geen verbeterings op die eiendom word gewaarborg nie.

Verkoopvoorwaardes:

1. Die voormelde eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die bepalings van artikel 66 van die Landdrosdrosfswet, No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig, asook die voorwaardes vervat in die titelaktes.

2. Die koopprys van die eiendom sal as volg betaalbaar wees:

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

2.2 Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf datum van verkoping deur bemiddeling van 'n erkende bank- of bouverenigingwaarborg, gelewer te word vry van kommissie aan die Balju, Pietersburg, en betaalbaar teen registrasie van transport van die eiendom in die naam van die koper.

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

Geteken te Pietersburg op hierdie 13de dag van Oktober 1994.

J. de Klerk, vir De Klerk's, Prokureurs vir Verweerder, Albatrossentrum 5, Markstraat 21; Posbus 3915, Pietersburg. (Verw. mev. Pretorius/DG.)

Case 4351/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malesela Elias Phala**, Defendant

On 25 November 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1334, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at Erf 1334, Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 18th day of October 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/HOO860.)

Case 9012/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Isaiah Ntsele**, First Defendant, and **Nozintombi Elizabeth Ndaba**, Second Defendant

On 25 November 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1403, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1403, Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 18th day of October 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01676.)

Case 5919/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Musi Simon Nkosi**, First Defendant, and **Flora Mirriam Nkosi**, Second Defendant

On 25 November 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1613, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1613, Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 18th day of October 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00902.)

Case 22870/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **William Makenenge Beqezi**, First Defendant, and
Nocathala Jane Beqezi, Second Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 23 September 1994, namely:

Certain right of leasehold in respect of Erf 1601, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1601 Etwatwa Extension 2, Benoni.

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, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01707.)

Case 22864/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kakayi Joseph Tabu**, First Defendant, and **Sandra Tabu**,
Second Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 15 September 1994, namely:

Certain right of leasehold in respect of Erf 11315, Daveyton, Registration Division IR, Transvaal, situated at 11315 Pedi Street, Daveyton, Benoni.

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, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01693.)

Case 18951/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesibana Johanes Moagi**, Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 29 August 1994, namely:

Certain right of leasehold in respect of Erf 1078, Daveyton Extension 3, Registration Division IR, Transvaal, situated at 1078 (also known as 15371), Daveyton Extension 3, Benoni.

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, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 19th day of September 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01594.)

Case 22121/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thabo David Molapo**, First Defendant, and
Toriphina Mamakudu Phiri, Second Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 7 September 1994, namely:

Certain right of leasehold in respect of Erf 1472, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1472 Etwatwa Extension 2, Benoni.

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, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 20th day of September 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01662.)

Case 19831/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Paulus Fanyana Masuku**, Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 25 August 1994, namely:

Certain right of leasehold in respect of Erf 1473, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1473 Etwatwa Extension 2, Benoni.

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, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 15th day of September 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01631.)

Case 17653/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abel Sadike**, First Defendant, and **Makoena Brendina Hlahane**, Second Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 10 August 1994, namely:

Certain Erf 972, Crystal Park Extension 1, Registration Division IR, Transvaal, situated at 16 Clydesdale Street, Crystal Park Extension 1, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01563.)

Case 18852/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Felix Anele Dithako**, First Defendant, and **Rosa Dithako**, Second Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 5 August 1994, namely:

Certain right of leasehold in respect of Erf 1567, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1567 Etwatwa Extension 2, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01601.)

Case 20650/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bafemane Samuel Maringa N.O.**, First Defendant,
Bafemane Samuel Maringa, Second Defendant, and **Thabo David Maringa**, Third Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 17 August 1994, namely:

Certain right of leasehold in respect of Erf 11259, Daveyton, Registration Division IR, Transvaal, situated at 11259 Phuthi Street, Daveyton, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01613.)

Case 5404/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Soneni Rachel Ncube**, Defendant

On 25 November 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of 16795 Vosloorus Extension 26, Registration Division IR, Transvaal, situated at 16795 Vosloorus Extension 26, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 17th day of October 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H1096.)

Case 19425/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Isaac Sello Moremi**, First Defendant, and **Violet Fiatha Moremi**,
Second Defendant

Notice is hereby given that on 25 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 23 August 1994, namely:

Certain right of leasehold in respect of Erf 198, kwaThema Extension 1, Registration Division IR, Transvaal, situated at 48 Tantsi Street, kwaThema Extension 1, 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 and lounge.

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 17th day of October 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01600.)

Case 257/90

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

In the matter between **In Mora Factors**, Plaintiff, and **Sengane Douglas Leokana**, Defendant

In pursuance of a judgment by the above Honourable Court on 23 May 1991, and a warrant of execution against property, the property described as:

Right, title and interest in Maphori Bar Lounge and Bottle Store, situated at Nebo District, will be sold in front of the Magistrate's Offices by the Sheriff at Nebo, on 25 November 1994 at 10:00, without reserve to the highest bidder.

Improvements (which are not warranted to be correct and are not guaranteed): A bar lounge and a bottle store.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

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

2.2 The conditions of the title deed.

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

Dated at Pietersburg on this 19th day of October 1994.

P. J. Luyt, for Pratt Luyt & De Lange, Attorney for Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. J. Luyt/SJ/PC6041.)

Case 15584/93
PH 98

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Acacia Finance (Pty) Limited**, Plaintiff, and **Raymond Lobel**, First Defendant, and **Colin Lobel**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with a reserve price of R204 070,35, will be held at the salesrooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, on Friday, 25 November 1994 at 10:00, of the undermentioned property of the Second 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, Sandton:

An undivided half share in and to Portion 11 of Erf 210, Sandhurst, Registration Division IR, Transvaal, in extent 3 965 square metres, held under Deed of Transfer T45152/84, situated at 40 Oxford Avenue, Sandhurst, Sandton.

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

A dwelling-house with tile roof, consisting of lounge, family room, dining-room, study, two and a half bathrooms, four bedrooms, passage, kitchen, scullery, servant's quarters, store-room, double garage, garden and swimming-pool.

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

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 13th day of October 1994.

L. H. Garb, for Louis H. Garb & Raymond Joffe, Plaintiff's Attorneys, First Floor, Killarney Mall, Riviera Road, Killarney, Johannesburg. (Tel. 486-3660.) (Ref. Mr Garb/Mrs Carelse/A15650.)

Case 10994/93

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 **Miles Cedrick Ellerbeck**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 9 September 1994, the property listed hereunder will be sold in execution on Thursday, 24 November 1994 at 10:00, at 183 Gum Street, Benoni, Agricultural Holdings, Benoni, to the highest bidder:

An undivided one half share of Holding 183, Benoni Agricultural Holdings Extension 1 Township, Registration Division IR, Transvaal, measuring 2,0244 (two comma nought two four four) square metres, known as 183 Gum Street, Benoni Agricultural Holdings, Benoni.

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

Main building: Bricks under tile residence comprising lounge, dining-room, built-in bar, area all carpeted, kitchen, breakfast bar and pantry, three bedrooms and two bathrooms.

Flatlet: Brick under corrugated iron, consisting of two bedrooms and bathroom. Rondavel with bathroom.

Outbuildings: Four carports, two offices, double garage and enclosed yard with stables.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per centum) of the price, plus costs as in 2 above, will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less, the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 16% (sixteen per centum) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this 11th day of October 1994.

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

Case 11879/94

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

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

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court in the above matter, the Sheriff of Kempton Park will sell by public auction on Thursday, 24 November 1994 at 10:00, at the Sheriff's Office at 8 Park Street, Kempton Park, the following immovable property:

Certain Erf 138, Kempton Park West Township, Registration Division IR, Transvaal, situated at 3 Kruindraai Street, Kempton Park West, a house consisting of lounge, three bedrooms, bathroom, garage, toilet and kitchen, measuring 612 (six hundred and twelve) square metres, held by the Defendant under Deed of Transfer T6750/93. Nothing is guaranteed.

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

Dated at Pretoria on this 13th day of October 1994.

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

Case 33715/93
PH 388

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 24 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 Erf 622, Kibler Park Township, Registration Division IQ, Transvaal, area 1 111 (one thousand one hundred and eleven) square metres, situation 81 Peggy Vera Road, Kibler Park, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, kitchen, lounge, dining-room, family room, double garage, swimming-pool and with brick walls around property.

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

Dated at Johannesburg on this 14th day of October 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z236.)

Case 3873/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Letta Agnes Tshoshi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 22 June 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 November 1994 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property: Erf 11734, kwaThema, Springs, Registration Division IR, Transvaal, measuring 290 square metres.

Postal address: 9 Rapodile Street, kwaThema, Springs.

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

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

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

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

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

Dated at Springs on this the 14th day of October 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, Springs. (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/N93024.)

Case 1303/94

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

In the matter between **Natal Building Society Limited**, Plaintiff, and **A. T. Mathunjwa**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 17 August 1994, and a warrant of execution, the undermentioned property will be sold in execution on 18 November 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 11289, kwaThema Township, Registration Division IR, Transvaal, known as 11289 Mothlaping Street, kwaThema, measuring 280 (two hundred and eighty) square metres, held under Certificate of Registered Grant of Leasehold TL34034/1987.

Improvements: Brick building under tiled roof, consisting of three bedrooms, bathroom, kitchen and lounge/dining-room.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

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

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

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

Dated at Springs this 5th day of October 1994.

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

Saak 443/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EERSTEHOEK GEHOU TE EERSTEHOEK

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **A. en S. Y. Sibiya**, Verweerders

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 5 Januarie 1994 word die hiernavermelde eiendom op Vrydag, 2 Desember 1994 om 11:00, voor die Magistraats Kantoor, Eerstehoek, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 199A, soos aangetoon op Algemene Plan BA139/1977 geleë in die dorp Empuluzi A, distrik Eerstehoek, groot 498 (vier nege agt) vierkante meter, gehou kragtens Grondbrief No. 579/1991.

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

Voorwaardes:

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

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 60 (sestig) dae na datum van verkoping.

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

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

Geteken te Ermelo hierdie 6de dag van Oktober 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. van der Wath/eb SJS 088.)

Saak 14920/89

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

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Wagner, Alida Margarette**, 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 Marshallstraat 131, Johannesburg, op 24 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 1018, Rosettenville-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Mainstraat 59, Rosettenville-uitbreiding, grootte 520 m² (vyf twee nul) vierkante meter.

Verberinge (geen waarborg in verband hiermee word gegee nie): Bestaan uit die volgende:

Hoofgebou: Sitkamer, drie slaapkamers, kombuis en badkamer/toilet.

Buitegeboue: Motorhuis, bediendekamer/toilet, swembad/pomp en muuromheinings.

Konstruktuer: Baksteen met sink.

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 fooi R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 4de dag van Oktober 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson-huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A.)

Case 6189/94
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Taetsane: Ntsiapane**, 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, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, on Tuesday, 22 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: All the right, title and interest in the 99 year right of leasehold in respect of Site 9268, Tokoza Extension 2 Township, Registration Division IR, Transvaal, area 280 (two hundred and eighty) square metres, situated at Site 9268, Tokoza Extension 2 Township.

Improvements (not guaranteed): A house under tiled roof consisting of bedroom, bathroom, kitchen and lounge.

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

Dated at Johannesburg on this the 4th day of October 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32: CA154.)

Saak 2599/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Funyu Aaron Khumalo**, 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 18 November 1994 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3000, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied KwaGuqa-uitbreiding 5, Witbank, gehou kragtens Grondbrief TL26656/1992, grootte 200 (twee nul nul) vierkante meter.

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

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 3de dag van Oktober 1994.

Bezuidenhout Van Zyl, p.a. Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.
(Verw. mnr. Krügel/mev. Oosthuizen/INV/AP.)

Case 2548/93

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

In the matter between **The South African Bank of Athens Limited**, Plaintiff, and **Yusuf Sikander**, First Defendant, and **Sikander Gani**, Second Defendant

In terms of a judgment of the Magistrate's Court of Pretoria in the above-mentioned suit, a sale will be held at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria on Thursday, 1 December 1994 at 10:00, of the undermentioned property of the Second Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 2046, Laudium Extension 2 Township, Registration Division JR, Transvaal (also known as 179 Taj Street, Laudium, Pretoria), in extent 508 (five nil eight) square metres, held by Deed of Transfer T52036/86.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling with plastered and painted walls and sink roof consisting of lounge (carpeted), dining-room (tiled), kitchen (tiled), scullery (tiled), four bedrooms en suite (carpeted and tiled bathrooms), separate toilet, big room and fenced by a brick wall.

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

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

C. B. Yeo, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. (Tel. 320-8500.) (Ref. CBY/vt S.33/93.)

Saak 13485/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Zulekha Ahmed Bhamjee**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 9 Augustus 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 16 November 1994 om 10:00:

Erf 484, geleë in die dorpsgebied Clubview-uitbreiding 2, Registrasieafdeling JR, Transvaal, grootte 1 376 vierkante meter, gehou kragtens Akte van Transport T44932/92 (die eiendom is ook beter bekend as 11 Wag 'n Bietjie Avenue, Clubview).

Plek van verkoping: Die verkoping sal plaasvind te Strubenstraat 142, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Dubbelverdiepingwoonhuis onder 'n teëldak, bestaande uit vier slaapkamers, sitkamer, TV-kamer, eetkamer, twee badkamers en buitegeboue bestaande uit dubbelmotorhuis en bediendekwartiere asook 'n motorafdak.

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

Gedateer te Pretoria op hierdie 26ste dag van September 1994.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/LVDW/F8655/B1.)

Case 20154/94
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 **Dorfling, Andrew Zachary**, 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 24 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 968 situated in the Township of Rynfield, Registration Division IR, Transvaal, being 72 Sarel Cilliers Street, Rynfield, Benoni.

Measuring: 1 983 (one thousand nine hundred and eighty-three) square metres.

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

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

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

Dated at Johannesburg this 2nd day of September 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.346.)

Case 3486/94
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 **Francis, Desree**, 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 24 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 30 situated in the Township of Actonville, Registration Division IR, Transvaal, being 30 Kimberley Street, Actonville, Benoni, measuring 446 (four hundred and forty-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, laundry, separate toilet and shower, three bedrooms, bathroom with outbuildings with similar construction comprising garage.

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

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

Dated at Johannesburg this 6th day of September 1994.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/F.106.)

Case 64101/94

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 **Justin Gordon Kritzinger**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 30 November 1994 at 10:00, to the highest bidder:

Certain: Erf 2961, situated in the Township of Moreleta Park Extension 21, Registration Division JR, Transvaal, measuring 1 461 square metres, situated at 559 Van Goch Crescent, Moreleta Park Extension 21.

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: Duet house (two units): Lounge, dining-room, kitchen, two bedrooms, one and a half bathrooms, shower and two w.c.'s.

Outbuilding: Garage.

Other: Walls, screen 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 fourteen (14) days shall be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at 142 Struben Street, Pretoria.

Signed at Pretoria on this the 21st day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1312.)

Case 18617/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shimane Elias Molapisi**, First Defendant, and **Constance Chisamo Sizekel Molapisi**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Brits, Theo Building, 42 Murray Avenue, Brits, on Friday, 2 December 1994 at 08:30:

Full conditions of sale can be inspected at the Sheriff, Brits, 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: Site 1851, Lethlabile, District of Brits, Registration Division JQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1910.)

Case 19283/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mothalo Stanley Sebatana**, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Kerk Street, Hendrina, on 6 December 1994 at 10:00:

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

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

Property: Erf 767, situated in the Town kwaZamokuhle Extension 1, Registration Division IS, Transvaal, measuring 300 square metres, held by virtue of Deed of Transfer TL1489/91, also known as Erf 767, kwaZamokuhle Extension 1, Hendrina.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1916.)

Case 18190/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Terence Peter Sergeant**, Defendant

A sale in execution of the undermentioned property is to be held in front of the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 2 December 1994 at 10:00:

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

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

Property: Holding 222, Mullerstuine Agricultural Holdings, Registration Division IQ, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge, family room, bathroom, dining-room, two carports and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1907.)

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

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

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 25 November 1994 at 10:00, 46A 10th Avenue, Kieserville, Lichtenburg:

Remaining extent of Erf 788, situated in the Township of Lichtenburg, Registration Division IP, Transvaal, measuring 1 410 square metres, held by the First and Second Defendants under Deed of Transfer T83287/91, situated at 46A 10th Avenue, Kieserville, Lichtenburg.

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

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T408417/as.)

Saak 6998/93
PH 74

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

In die saak tussen **Investec Bank Beperk**, Eiser/Eksekusieskuldeiser, en **Christodoulou, Basilios**, Verweerder/
Eksekusieskuldenaar

Neem asseblief kennis dat die ondervermelde eiendom van die Eksekusieskuldeiser in eksekusie verkoop sal word op 24 November 1994 om 10:00, by die kantore van die Balju van die Hooggeregshof, te Marshallstraat 131, Johannesburg:

Neem verder kennis dat die eiendom wat verkoop word geleë is te Mullerstraat 113, Bellevue, Johannesburg.

Die eiendom staan bekend as Erf 313, Bellevue, Johannesburg-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter.

Die eiendom bestaan uit 'n normale baksteenhuus met die gewone buitegeboue. Die motorpad bestaan uit plaveisel en die eiendom is omring deur voorafvervaardigde betonmure. Die woning het 'n sinkdak.

Neem verder kennis dat die verkoopvoorwaardes by die kantoor van die Balju van die Hooggeregshof te Marshallstraat 131, Johannesburg, ingesien kan word.

Aldus gedoen en geteken te Johannesburg op hierdie 11de dag van Oktober 1994.

Dreyer & Nieuwoudt, Prokureurs namens Eksekusieskuldeiser, Vyfde Verdieping, Volkskasgebou, Marketstraat 76, Johannesburg; Posbus 62197, Marshalltown. (Tel. 833-1790.) (Verw. I9/C/JLD/LDEB.)

Case 12074/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Papamalis, Nikolaos**, First Defendant, and **Papamalis, Viviana Amalia**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 8 Junie 1994, and a writ of attachment (immovable property) dated 20 June 1994, the following immovable property will be sold in execution by the Sheriff for the Supreme Court, Springs, at 56 12th Street, Springs, on 18 November 1994 at 11:00, to the highest bidder:

Certain Erf 390, Selcourt Township, Registration Division IR, Transvaal, known as 15 Benquet Street, Selcourt, Springs, measuring 1 115 (one thousand one hundred and fifteen) square metres, held under Deed of Transfer T36376/1990.

Improvements: Brick dwelling-house under tile roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage, burglar proofing and security gates.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid in cash on the day of the sale and the balance together with interest 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 the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff for the Supreme Court's fees.

3. The purchaser shall be liable for all outstanding rates and taxes in respect of the property.
 4. The complete conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, Springs.
- Dated at Springs this 11th day of October 1994.

Ian M. Stoloff, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. (Tel. 812-2400.) (Ref. Mr Stoloff/NB/P26.)

Case 18551/94
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 **Seloane, Makanaga Justice**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 25 November 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 6305, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 6305 Lexwiga Street, Vosloorus Extension 9, Boksburg, measuring 315 (three hundred and fifteen) 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, 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.528.)

Saak 54480/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Johannes Stephanus Christoffel Botha**, Eerste Verweerder, en **Renate Monitha Estelle Botha**, Tweede Verweerder

'n Geregte verkoping word gehou deur die Balju, Pretoria-Noord-Oos te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 22 November 1994 om 10:00:

Gedeelte 13 ('n gedeelte van Gedeelte 1) van Erf 101, East Lynne-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 138 vierkante meter, gehou kragtens Akte van Transport T96252/93 (beter bekend as Swaanstraat 151, East Lynne, Pretoria).

Besonderhede word nie gewaarborg nie.

'n Woonhuis bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer met bad, stort en toilet.

Buitegeboue: Enkel motorhuis, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Noord-Oos, Pretoriusstraat 1210, Hatfield, Pretoria.

Tim du toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Mej. Kriel.)

Saak 6328/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Bosula Lot Motene**, Eerste Eksekusieskuldenaar, en **Charlotte Maditaba Motene**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 24 November 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom vlan 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 945, Glenmarais-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T82413/92, grootte 991 (negehoenderd een-en-negentig) vierkante meter, ook bekend as Quineneweg 15, Glenmarais-uitbreiding 1.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, badkamer, toilet, drie slaapkamers, alles onder 'n teëldak, motorhuis en motorprit. 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 13de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1190.)

Saak 1774/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **H. M. Lombard**, Eerste Verweerder, en **W. A. F. Lombard**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton park en 'n lasbrief vir eksekusie gedateer 25 Mei 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 24 November 1994 om 10:00, by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Eenheid 5, Villa F.A.S. Erf 2794, dorpsgebied Kempton Park-uitbreiding 11, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 98 (agt-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, drie slaapkamers en kombuis.

Buitegeboue bestaan uit motorhuis en oprit.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê ter insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Oktober 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees- en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N909/CDN566.)

Case 11864/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Rossouw: Eugene Grove Lewellyn**, First Defendant, and **Rossouw: Andrina Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 22 November 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain Erf 1736, Brackendowns Extension 2 Township, Registration Division IR, Transvaal, situated at 10 Neville Road, Brackendowns, Alberton, measuring 1 122 (one thousand one hundred and twenty-two) square metres.

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

Building built of bricks, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and garage. Outbuildings. W.c. and property.

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

Dated at Johannesburg on this the 11th day of October 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00168.)

Case 18865/94
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 **Avery, Stewart David**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Northview, Unit 2, 45 Richard Drive, Halfway House, on 23 November 1994 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at Northview, Unit 2, 45 Richard Drive, Halfway House, prior to the sale:

Certain remaining extent of Erf 262, situated in the Township of Buccleuch, Registration Division IR, Transvaal, being 16A Alison Avenue, Buccleuch, Kelvin, measuring 3 736 (three thousand seven hundred and thirty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey spanish style brick built residence comprising two houses with tiled roof comprising two kitchens, two lounges, two dining-rooms, two studies, laundry, separate toilet and shower, winecellar, three bedrooms, two bathrooms with outbuildings with similar construction comprising two carports, two servants' rooms, toilet, bathroom, lounge 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 11th 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/bt/A.64.)

Case 19141/94
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 **Dube, Khehla Sidwell**, First Execution Debtor, and **Dube, Eunice**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 24 November 1994 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 883, situated in the Township of Maokeng Extension 1, Registration Division IQ, Transvaal, being 883 Maokeng Extension 1, Tembisa, measuring 294 (two hundred and ninety-four) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 11th 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/bt/D.344.)

Case 31098/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mongwana, Dan Thulani**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 22 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 885, Likole Extension Township, Registration Division IR, Transvaal, situated at 885 Likole Section, Katlehong, Alberton, measuring 342 (three hundred and forty-two) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks, plaster and paint, tiled roof, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Fencing*: Property zoned Residential.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Kok/N00039.]

Saak 450/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **M. L. Nhlapo**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief vir uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 25 November 1994 om 10:00, per publieke veiling deur die Balju, Belfast, verkoop word:

Erf 1040, Siyathuthuka, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Siyathuthuka, gehou kragtens Grondbrief TL81780/92, grootte 252 vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) 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 Belfast hierdie 6de dag van Oktober 1994.

V. W. Weimar, vir Bezuidenhout Van Zyl Ing., p.a. Victor D. Weimar & Seuns, Vermootenstraat, Belfast. [Tel. (01325) 3-1155.]

Saak 2023/91

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **United Bank**, a division of ABSA Bank Ltd, Eiser, en **Maraia Cahterina van Dyk**, Eerste Verweerder, en **Willem Abraham van Dyk**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdros, Tzaneen, en kragtens 'n lasbrief vir eksekusie gedateer, sal die volgende eiendom per publieke veiling op Vrydag, 25 November 1994 om 10:00, voor die Landdroskantoor, Tzaneen, aan die hoogste bieder verkoop word, naamlik:

Erf 930, in die dorpsgebied Tzaneen-uitbreiding 12 (ook bekend as Koos Nelstraat 29, Tzaneen), Registrasieafdeling LT, Transvaal, groot 2 566 vierkante meter.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en reëls aan die hoogste bieder verkoop word.
2. Die koper betaal 10% (tien persent) van die koopsom onmiddellik na die verkoping aan die Balju en die balans word verseker by wyse van 'n bank- of bouverenigingwaarborg, betaalbaar teen oordrag van die eiendom in die naam van die koper en wat afgelewer word by die Eiser se prokureurs binne 14 (veertien) dae na die datum van verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, Tzaneen, ter insae lê.

A. E. Rech, vir Joubert & May, Posbus 35, Tzaneen, 0850.

Case 1703/94

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

In the matter between **NBS Bank Limited**, No. 87/01384/06, Plaintiff, and **B. R. and T. M. Methula**, Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 September 1994 and subsequent warrant of execution the following property will be sold in execution on 25 November 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Erf 8061, Duduza.

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

1. Ten per cent (10%) of the purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.

3. Possession subject to any Lease Agreement.

4. Reserve price to be read out at sale.

Dated at Nigel on this the 17th day of October 1994.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/SSG/N1045.)

Saak 96374/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste National Bank Beperk**, Eiser, en **Silveligum Pillay**, **Eerste Verweerder**, en **Prisella Pillay**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en 'n lasbrief vir eksekusie gedateer 29 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou, Foxstraat-ingang, Johannesburg, op 9 Desember 1994 om 10:00, aan die hoogste bieder naamlik:

Erf 4975, Lenasia-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 317 (driehonderd-en-sewentien) vierkante meter, gehou kragtens Transportakte T48577/91, ook bekend as Cypresslaan 19, Lenasia-uitbreiding 4.

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

Hoofgebou: Enkelverdieping, drie slaapkamers, gang, geen badkamer en kombuis.

Buitegebou: Toilet.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Johannesburg-Suid ondersoek word.

Gedateer te Johannesburg op 12 Oktober 1994.

Brian Alberts & Vennote, Eerste Verdieping, Protea Sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 37/93B.)

Case 20643/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mgaga: Nkumbula**, Defendant

In execution of 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 24 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 476, in the Township of Turffontein, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 114 Donnelly Street, Turffontein, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single-storey dwelling, detached, built of face bricks and painted plaster, under corrugated iron roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and two w.c.'s.

Outbuildings: Servants' quarters, w.c., boundary brick walls and paving.

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

Dated at Johannesburg on this the 19th 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/MN6652.)

Saak 6912/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, Eiser (Eksekusieskuldeiser), en **Brian Leicher** (handeldrywende as Pan Afrique Fine Art), Verweerder (Eksekusieskuldeiser)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 24 Mei 1994, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 9 Desember 1994 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Ironsyde-landbouhoewes, Registrasieafdeling IQ, Transvaal, synde Hoewe 52, Ironsyde-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 3,4261 (drie komma vier twee ses een) vierkante meter.

Die straatadres van die eiendom is Marbleweg 52, Ironsyde-landbouhoewes.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserve.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereniging op hierdie 18de dag van Oktober 1994.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Marais Gebou, Lesliestraat 21; Posbus 83, Vereniging. [Tel. (016) 21-4471.]

**Case 92216/91
PH 157**

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Abdul Karim Bharoochie**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 2 February 1994, will be sold in execution on Friday, 25 November 1994 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 2300, in the Township of Eldorado Park Extension 1, Registration Division IQ, Transvaal, in extent 312 (three hundred and twelve) square metres, situated at 35 Hercules Road, Eldorado Park Extension 1, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached, built of bricks and painted plaster and under tiled roof. Floors: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, two bathrooms and two w.c.'s.

Outbuildings: None.

Improvements: Boundary brick walls.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 13th 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/MN6091.)

Saak 131069/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **A. S. Coetzee**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 8 April 1994, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou, Foxstraat-ingang, Johannesburg, op 9 Desember 1994 om 10:00, aan die hoogste bieder naamlik:

Gedeelte 8 (agt) soos aangetoon en vollediger beskryf op Deelplan SS54/1984, in die gebou wat as Daisy Langhof bekend staan en te Rosettenville, Johannesburg, geleë is, groot 78 (agt-en-sewentig) vierkante meter, gehou kragtens Transportakte ST38012/1992, ook bekend as Daisy Langhof 203, Daisystraat 8, Rosettenville.

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

Hoofgebou: Veelvoudige verdieping, twee slaapkamers, badkamer, toilet, kombuis en sitkamer.

Buitegebou: Garage.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Johannesburg-Suid, ondersoek word.

Gedateer te Johannesburg op die 13de dag van Oktober 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 133/93B.)

Case 13930/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Bongo, Timothy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Leeuwpoot Street, Boksburg, on Friday, 25 November 1994 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain: All the right, title and interest in the 99 year right of leasehold in respect of Stand 19459, Vosloorus Extension 29 Township, Registration Division IR, Transvaal, area 363 (three hundred and sixty-three) square metres, situated at Stand 19459, Vosloorus Extension 29.

Improvements (not guaranteed): A house consisting of two bedrooms, bathroom and kitchen with lounge.

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

Dated at Johannesburg on this the 18th day of October 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. foreclosures F32:CA160.)

Case 8981/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Coopman: Wayand Gregory**, 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 Thursday, 24 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 and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 1457, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, area 876 (eight hundred and seventy-six) square metres, situated at 44 Olympus Road, Ennerdale Extension 1.

Improvements (not guaranteed): A house consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

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

Dated at Johannesburg on this the 18th day of October 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA161.)

Case 12850/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Martin: Amanda N.O.**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 25 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 and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 325, Witkoppen Township, Registration Division JR, Transvaal, area 1 025 (one thousand twenty-five) square metres, situated at 22 Pieter Wenning Road, Witkoppen.

Improvements (not guaranteed): A vacant erf.

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

Dated at Johannesburg on this the 18th day of October 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z225.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Jack, Henry**, 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 24 November 1994 at 10:00, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 5108, situated in the Township of Chiawelo Extension 4, Registration Division IQ, Transvaal, being 5108 Chiawelo Extension 4, Johannesburg, measuring 319 (three hundred and nineteen) 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 14th 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/bt/J.69.)

Case 908/94
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 **Du Toit, Maxted Ian**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 24 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 East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 273, situated in the Township of Bellevue, Registration Division IR, Transvaal, being 103 Regent Street, Bellevue, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, laundry, separate toilet, four bedrooms and bathroom, with outbuildings with similar construction comprising garage, servant's room, 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 on this the 14th 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/bt/D.287.)

VERKOPING IN EKSEKUSIE

Sal gehou word te Balju, Lochstraat 51, Meyerton, op Donderdag, 24 November 1994 om 10:00.

Eksekusieskuldeiser: **Stadsraad van Randvaal**.

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

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

(b) Die verkoping moet per openbare veiling, sonder reserwes en voetstoots geskied.

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

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

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

(f) Die eiendom moet onderhewig aan enige huurkontrak of ander saaklike reg in rangorde volgens die Vonnisskuldeiser se verband verkoop word, andersins moet die eiendom sonder enige sodanige huurkontrak of ander saaklike reg verkoop word. Indien die Eksekusieskuldeiser die koper is, moet die eiendom sonder enige huur verkoop word. Die koper se reg tot okkupasie moet slegs teen die okkupant uitvoerbaar wees.

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

Saak 467/94.

Vonnisskuldenaar: **Impaco Eiendomme (Edms.) Beperk.**

Eiendom: Restant Nooitgedacht 176, Registrasieafdeling IR, Transvaal, grootte 47,0028 hektaar, gehou kragtens T18191/1934.

Beskrywing: Draadomheining, bouval, kuilvoersilo en drukgang.

Sonering: Landbou.

Saak 377/94.

Vonnisskuldenaar: **Southern Trust Limited.**

Eiendom: Restante Gedeelte 7, Witkoppie 373, Registrasieafdeling IR, Transvaal, grootte 14,9584 hektaar, gehou kragtens T15656/1934.

Beskrywing: Onverbeterde perseel.

Sonering: Landbou.

Saak 1029/92.

Vonnisskuldenaar: **Hermanus Johannes Janse van Vuuren.**

Eiendom: Erf 187, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 2 032 vierkante meter, gehou kragtens T12440/1969.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 563/94.

Vonnisskuldenaar: **Jacob Francois van Straaten, Eugenie Kofler en Ernest George Hermeler.**

Eiendom: Erf 407, Witkop, Registrasieafdeling IR, Transvaal, grootte 5 103 vierkante meter, gehou kragtens T27956/1976, T24355/1983 en T24356/1983.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak 469/94.

Vonnisskuldenaar: **Colinvestments (Edms.) Beperk.**

Eiendom: Hoewe 1, Restant Highbury, Registrasieafdeling IR, Transvaal, grootte 1,2703 hektaar, gehou kragtens T13248/1974.

Eiendom: Hoewe 301, Highbury, Registrasieafdeling IR, Transvaal, grootte 2,9833 hektaar, gehou kragtens T46409/1974.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak 468/94.

Vonnisskuldenaar: **Colinvestments (Edms.) Beperk.**

Eiendom: Hoewe 114, Highbury, Registrasieafdeling IR, Transvaal, grootte 8 093 vierkante meter, gehou kragtens T45508/1973.

Eiendom: Hoewe 150, Highbury, Registrasieafdeling IR, Transvaal, grootte 4 047 vierkante meter, gehou kragtens T45509/1973.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak 1195/94.

Vonnisskuldenaar: **Helen Reed.**

Eiendom: Gedeelte 7, Langkuil 363, Registrasieafdeling IR, Transvaal, grootte 20,2341 hektaar, gehou kragtens T1637/1920.

Beskrywing: Onverbeterde perseel.

Sonering: Landbou.

Saak 378/94.

Vonnisskuldenaar: **Clarence Isabella Hurley, Elizabeth Helen Hurley, Frederick Halmont Hurley en Elizabeth Catharina Hurley.**

Eiendom: Gedeelte 32, Langkuil 363, Registrasieafdeling IR, Transvaal, grootte 8,7009 hektaar, gehou kragtens TT3402/1957, T28802/1986, T107/1977 en T80087/1988.

Beskrywing: Onverbeterde perseel.

Sonering: Landbou.

Saak 959/94.

Vonnisskuldenaar: **S J D M Prop Enterprises CC.**

Eiendom: Erf 1269, Gedeelte 1, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 5 015 vierkante meter, gehou kragtens T13088/1989.

Beskrywing: Sitkamer, twee slaapkamers, eetkamer, enkelgeriewe, sinkdak en betonomheining.

Sonering: Residensieel.

Saak 376/94.

Vonnisskuldenaar: **Andrew Gerard Barclay en Sian Ratcliffe.**

Eiendom: Erf 505, Witkop, Registrasieafdeling IR, Transvaal, grootte 2 552 vierkante meter, gehou kragtens T11788/1986.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 562/94.

Vonnisskuldenaar: **George Hermann Gregory.**

Eiendom: Erf 650, Witkop, Registrasieafdeling IR, Transvaal, grootte 2 552 vierkante meter, gehou kragtens T2486/1979.

Eiendom: Erf 651, Witkop, Registrasieafdeling IR, Transvaal, grootte 2 552 vierkante meter, gehou kragtens T2486/1979.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak 324/94.

Vonnisskuldenaar: **Jan Willem Geldenhuys.**

Eiendom: Erf 535, Gedeelte 20, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 3 977 vierkante meter, gehou kragtens T28112/1991.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 958/94.

Vonnisskuldenaar: **Johannes Jacobus Botha en Francina Johanna Botha.**

Eiendom: Erf 1895, Gedeelte 1, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 4 069 vierkante meter, gehou kragtens T7379/1990.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 1003/94.

Vonnisskuldenaar: **Noel Edmund Bush.**

Eiendom: Erf 1339, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 2 032 vierkante meter, gehou kragtens T67351/1987.

Eiendom: Erf 1340, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 2 032 vierkante meter, gehou kragtens T67351/1987.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak 9579/94.

Vonnisskuldenaar: **Carmen June Farrell.**

Eiendom: Gedeelte 237 van Gedeelte 5, Nootgedacht 176, Registrasieafdeling IR, Transvaal, grootte 2,001 hektaar, gehou kragtens T3391/1990.

Beskrywing: Onverbeterde eiendom.

Sonering: Residensieel.

Gedateer te Highbury hierdie 14de dag van Oktober 1994.

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

Saak 11380/94

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

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Samuel Vusi Mahlangu**, Verweerder

Eksekusieverkoping gehou te word te die Landdroskantoor, Ekangala, op 24 November 1994 om 10:00:

Van Erf 3076, Ekangala D, Ekangala, distrik Mkobola, grootte 175 m² (eenhonderd vyf-en-sewentig) vierkante meter.

Die eiendom is geleë en staan bekend as Erf 3076, Ekangala D, distrik Mkobola.

Verbeterings bestaan uit: Die huis bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

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

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

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

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB380.)

Saak 1137/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **L. Smit**, Eerste Verweerder, en **J. J. Smit**, Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 13 September 1994, sal die ondervermelde eiendom op 24 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 29, Noldick, Elmstraat 28, Registrasieafdeling IR, Transvaal, groot 994 (nege nege vier) 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 Landdroshof en die titelaktes.

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

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

4. Die volgende informasie word verstrek aangaande die verbeterings, maar niks word gewaarborg nie: Sitkamer, drie slaapkamers, eetkamer, twee badkamers en motorhuis.

Aldus gedoen en geteken te Meyerton op hede die 6de dag van Oktober 1994.

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

Case 7718/93

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 **Mngelekedla Venihem Hlophe**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 12 August 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 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 51, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 51 Mailola Street, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 450 (four hundred and fifty) square metres.

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

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 13th day of October 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7627/Mrs Pierce.)

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Cornelius D. de la Rey Claasen**, First Defendant, and **Margeretha Aletta Claasen**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 March 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 25 November 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

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

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

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

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

Dated at Boksburg on this the 13th day of October 1994.

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

Saak 1050/92

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Allied Bank Beperk**, Eiser, en **M. Felane**, Verweerder

Ingevolge 'n vonnis in die Oberholzer, Landdroshof, en 'n lasbrief vir eksekusie gedateer 8 Julie 1994, sal die ondervermelde eiendom op 18 November 1994 om 10:00, voor die Landdroskantoor, Fochville, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die Kantoor van die Balju, Vyfde Straat 71, Fochville:

Erf 3076, Wedela-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 237 m².

Gedateer te Carletonville op hierdie 18de dag van Oktober 1994.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville. (Ver. mev. Jonker/J.6077.)

Saak 7836/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk**, Reg. No. 86/04794/06, Eiser, en **Mokhotsi Daniel Ntsoeleng**, Eerste Verweerder, en **Matseko Paulina Ntsoeleng**, Tweede Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 25 November 1994 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging:

Sekere: Erf 1342, geleë in die dorpsgebied Vereeniging-uitbreiding 2, Registrasieafdeling IQ, Transvaal (Springfieldstraat 25), groot 747 vierkante meter.

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, badkamer/toilet, aparte toilet, enkelgarage en biedendekamer/toilet.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalinge van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien persentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;

(c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;

(d) die koper sal aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 19de dag van Oktober 1994.

D. C. I. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Posbus 415, Vereeniging. (Verw. mnr. Hoffman.)

Saak 93/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Van Wyk's Refrigeration**, Eiser, en **Human, S., mnr.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 4 Maart 1994, en daaropvolgende lasbrief vir eksekusie die hiernagelnde eiendom op 24 November 1994 om 12:00, te Landdroshof, Bronkhorstspuit, geregtelik verkoop sal word, naamlik:

Resterende Gedeelte van Erf 382, Erasmus, Registrasieafdeling JR, Transvaal, ook bekend as Cathystraat 45A, Bronkhorstspuit.

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

1. Tien persent (10%) van die koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 19de dag van Oktober 1994.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspuit; Posbus 160, Bronkhorstspuit, 1020. [Tel. (012) 12-0057/8/9.] (Verw. DV/V295.)

Case 24235/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Richard Winston Grannum**, Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 29 September 1994, namely:

Certain Erf 413, Crystal Park, Registration Division IR, Transvaal, situated at 46 Totius Street, Crystal Park, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 14th day of October 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01728.)

Saak 13738/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 29 Maart 1994 sal die onderstaande eiendom op 24 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 377, geleë in die dorpsgebied Claremont, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Deborahstraat 932, Claremont, Pretoria, gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer/toilet, drie slaapkamers, motorhuis, bedien-dekamer en toilet.

Verbandhouer(s): ABSA Bank Beperk, 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 24ste dag van Oktober 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF/0276.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. S. Smit**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 3 Augustus 1994 sal die onderstaande eiendom op 24 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 1626, geleë in die dorpsgebied Danville-uitbreiding 1, groot 741 (sewehonderd een-en-veertig) vierkante meter, Registrasieafdeling JR, Transvaal, bekend as Du Plessisstraat 155, Danville, Pretoria. Gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer/toilet, drie slaapkamers, bediendekamer en toilet.

Verbandhouer(s): Nedcorbank, Permgebou, Esselenstraat 272, Sunnyside, 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 koopprijs is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se Prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 21ste dag van Oktober 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0415.)

Saak 8112/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 4 Maart 1994 sal die onderstaande eiendom op 24 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 1311, geleë in die dorpsgebied Danville-uitbreiding 1, groot 694 (seshonderd vier-en-negentig) vierkante meter, Registrasieafdeling JR, Transvaal, bekend as Du Randstraat 211, Danville-uitbreiding 1, Pretoria.

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

Verbandhouer(s): Saamboubank Beperk, Hoofkantoor, Saamboupark, Sanlamstraat, Lynnwood Manor.

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 koopprijs is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se Prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 21ste dag van Oktober 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0418.)

Saak 25407/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **S. H. Botha**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 21 Junie 1994, sal die onderstaande eiendom op 24 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 1688, geleë in die dorpsgebied Danville-uitbreiding 1, Registrasieafdeling JR, Transvaal, bekend as Van Jaarsveldstraat 127, Danville-uitbreiding 1, Pretoria, gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer/stort, drie slaapkamers, twee motorhuise, bediendekamer en toilet.

Verbandhouer(s): Nedcor Bank Beperk, Permgebou, Esselenstraat 272, Sunnyside.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 19de dag van Oktober 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0417.)

Saak 30322/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **F. D. van Wyngaard**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 29 Junie 1994, sal die onderstaande eiendom op 24 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 2119, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, bekend as Neilstraat 101, Danville, Pretoria, gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sit-/eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, 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 Kontantdeposito van 10% (tien persent) van die koopprijs is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 19de dag van Oktober 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0414.)

Saak 16706/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. L. E. Corte Real**, 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 24 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 83, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, bekend as Dormehlstraat 12, Danville, Pretoria, gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee toilette/badkamers, drie slaapkamers, motorhuis, motorafdek en bediendekamer.

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

Gedateer te Pretoria op hede die 21ste dag van Oktober 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0419.)

Saak 49618/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk** Eiser, en **J. D. Fraser**, Eerste Verweerder, en **S. M. Fraser**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 6 Oktober 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te 142 Strubenstraat, Pretoria, aan die hoogste bieder op 30 November 1994 om 10:00:

Erf 1605, geleë in die dorpsgebied Zwartkops-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 188 (eenduisend eenhonderd agt-en-tagtig) vierkante meter, beter bekend as Dolorietstraat 26, Zwartkops-uitbreiding 8.

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 die verbetering word verskaf maar nie gewaarborg nie:

'n enkelverdiepingwoonhuis met drie slaapkamers, twee badkamers, eetkamer, sitkamer, opwaseenheid, kombuis, familiekamer, voor- en agterstoep en met dubbelmotorhuise.

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 die verkoping aan die Geregsbode oorhandig moet word.

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

Geteken te Pretoria op hede die 25ste dag van Oktober 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriessstraat 252, Pretoria. (Verw. mev. Engels/JR48049.)

Saak 1003/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **K. D. Ncobela**, Eerste Verweerder, en **N. M. Ncobela**, 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 2 Desember 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 1282, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T34932/94, grootte 448 (vierhonderd agt-en-veertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 24ste dag van Oktober 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/139/EJ.)

Saak 509/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. M. Machinga**, 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 2 Desember 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 869, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL2264/89, grootte 305 (driehonderd-en-vyf) 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 24ste dag van Oktober 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/192/EJ.)

Saak 213/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. S. Lefuwa**, Eerste Verweerder, en **R. Lefuwa**, 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 2 Desember 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 386, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL572/90, grootte 300 (driehonderd) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, 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 25ste dag van Oktober 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/157/EJ.)

Saak 4113/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **S. T. Nkosi**, Eerste Verweerder, en **P. Y. Nkosi**, 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 2 Desember 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 22216, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL44284/92, 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 reserve.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 24ste dag van Oktober 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/194/EJ.)

Case 9816/90

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

In the matter between **United Building Society Ltd**, Plaintiff/Execution Creditor, and **Moherane Michael Sereme**, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 17 December 1990, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 25 November 1994 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain right, title and interest to and in Erf 10422 kwa Thema Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, held by the Defendant under Deed of Transfer TL31263/85.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Main buildings: Brick building under sink roof consisting of: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuildings: Wire fencing.

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

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

Dated at Springs this 20th day of October 1994.

A. F. Jansen, for Bennett, McNaughton and Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Saak 219/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Allied Bank**, 'n Divisie van ABSA Bank Beperk, Eiser, en **H. Kriek**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros, Middelburg, vir eksekusie teen goed gedateer 29 Junie 1994, sal die ondervermelde eiendom op Vrydag, 2 Desember 1994 om 10:00, te hans Strydomlaan 37, Dennesig, Middelburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 4516, dorpsgebied Middelburg-uitbreiding 13, Registrasieafdeling JS, Transvaal, groot 1 410 (eenduisend vierhonderd-en-tien) vierkante meter, gehou kragtens Akte van Transport T79690/1990.

Verkoopvoorwaardes:

1. 'n Deposito van 10% (tien per centum) van die koopprys op datum van verkoping met goedgekeurde bank-/bougenuootskapswaarborg vir die balans koopprys binne 30 (dertig) dae na datum van verkoping.

2. Die verdere verkoopvoorwaardes lê ter insae by die kantore van prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg en die Balju, Totiusstraat 107, Middelburg.

F. J. Botha, vir Esterhuysen & Botha, Posbus 68; Markstraat 20B, Middelburg, 1050. (Verw. mnr. Botha/lh/i 4628.)

Saak 5036/94**IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG**

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Kanyane Betty Petje**, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Pietersburg, toegestaan op 17 Augustus 1994, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 18 November 1994 om 10:00, te die kantore van die Landdros, Landdros Maréstraat, Pietersburg, aan die hoogste bieder, naamlik:

Erf 3952, Pietersburg-uitbreiding 11-dorpsgebied, Registrasieafdeling LS, Transvaal, groot 1 013 (eenduisend-en-dertien) vierkante meter, gehou kragtens Akte van Transport T7903/94, ook bekend as Bekkerstraat 127, Faunapark, Pietersburg.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom is soos volg verbeter, maar word niks gewaarborg nie, naamlik: Woonhuis bestaande uit: Ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, opwasplek, drie slaapkamers, twee badkamers, stoorkamer, bediendekamer, toilet, stort en dubbelmotorhuis.

'n Aansienlike bouverenigingslening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 20ste dag van Oktober 1994.

T. F. Pretorius, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Saak 1134/94**IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Johann Karl Jahns**, Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 3 Oktober 1994, sal die volgende eiendom te Kerkstraat 115, Lichtenburg, per publieke veiling verkoop word op 2 Desember 1994 om 10:00

Gedeelte 1 van Erf 187, geleë in die dorp Lichtenburg, met straatadres van Kerkstraat 115, Registrasieafdeling IP, Transvaal, groot 4 402 (vierduisend vierhonderd-en-twee) vierkante meter, gehou kragtens Akte van Transport T30001/1975.

'n Woonhuis met die volgende verbeterings: Afdak, twee motorhuise, sitkamer, eetkamer TV-kamer, kombuis, twee badkamers, studeerkamer, drie slaapkamers, bediendekamer met toilet, swembad.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Mnr. Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 19de dag van Oktober 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45; Posbus 1, Lichtenburg, 2740. (Verw. Mnr. Nortje/S337/mdk.)

Saak 2371/93**IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON**

In die saak tussen **NBS Bank Limited**, Eiser, en **J. R. Theron**, Eerste Verweerder, en **H. S. B. Theron**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 14 Mei 1993 en 'n lasbrief vir Eksekusie gedateer 13 Mei 1993 sal die volgende eiendom in eksekusie verkoop word sonder reserve en aan die hoogste bieder op Woensdag, 23 November 1994 om 10:00, deur die Balju vir die Landdroshof, te Johriahof, De Plessisstraat, Alberton, naamlik:

Sekere Standplaas 270, Roodebult-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Camelthornstraat 64, Roodebult, groot 709 vierkante meter, gehou deur J. R. Theron en H. S. B. Theron, onder Akte van Transport T10226/91.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Woonhuis met gepleisterde baksteenmure, teëldak en bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en twee-en-'n-half badkamers met twee toilette. Buitegeboue: Motorhuis en bediendekamer.

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 18% (agttien persent) per annum, tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. Voorwaardes:

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

Gedateer te Alberton op hede die 18de dag van November 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Unge-
rer/PP/N33.)

Case 3822/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **NBS Bank Limited**, Plaintiff, and **Reginald Sibisi**, First Defendant, and **Hlupheka Sibisi**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 16 June 1994 and warrant of execution dated 22 June 1994 the following property will be sold in execution on 23 November 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 30256, Daveyton Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, carpets/vinyl, lounge/dining-room, kitchen, three bedrooms, bathroom/w.c. and wire fence, known as 30256 Kutumela Street, Daveyton, Benoni.

Terms and conditions:

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

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

Dated at Benoni on this the 21st day of October 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1262.)

**Case 23127/94
PH 196****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and The joint estate of the late **Gideon Malusi**, and surviving spouse **Adeline Malusi**, Defendant

In execution of 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 24 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4623, in the Township of Chiawelo Extension 2, Registration Division IQ, Transvaal, in extent 268 (two hundred and sixty-eight) square metres, situated at 4623 Chiawelo Extension 2, Soweto.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 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 21st 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/MN6244.)

Saak 1601/94**IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA**

In die saak tussen **First National Bank**, Eiser, en **Sandra Helen Tate** en **Shaun Tate**, Verweerders

Ingevolge vonnis in die Landdroshof Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping gedateer 26 September 1994, sal die ondervermelde eiendom op 18 November 1994 om 10:00, te Edwardslaan 50, Westonaria, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 1142, Westonara, Registrasieafdeling IQ, Transvaal, ook bekend as Bridgeslaan 21, Westonaria, en bestaan uit 'n enkelverdiepinghuis met drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, motorhuis en bediendekamer.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe en aan die hoogste bieder en die verkoping sal onderworpe wees aan die reëls en regulasies van die Wet op Landdroshofwet, en die titelakte in so ver dit toepaslik is.

2. Die koopprijs sal betaalbaar wees teen 10% (tien per sent) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 15,25% (vyftien komma twee vyf persent) per jaar, tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

3. Volle besonderhede van die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju te Westonaria, en sal deur hom uitgelees word by die aanvang van die verkoping.

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/9/0.) (Verw. mnr. Van Wyk/ADP/F955.)

Case 10487/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 30 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in Execution on 30 November 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 30271, Daveyton Township, Registration Division IR, Transvaal, situated on 30271, Judas Moldy Street, Daveyton, District of Benoni, measuring 268 (two hundred and sixty-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey building built of brick and plaster residence comprising lounge, kitchen, two bedrooms, bathroom and toilet. Wire fencing.

Zoned Residential.

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

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

Dated at Benoni on this 20th day of October 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/NB7687.)

Case 15216/94
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 **Lutz, Derek John**, First Execution Debtor, and **Lutz Wendy Christina**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston North, on 1 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Section 1, as shown and more fully described on Sectional Plan SS65/93 in the scheme known as Sandy Vale Mews in respect of the land and building or buildings situated at Isandovale Township, in the area of the Edenvale Local Authority of which the floor area, according to the said sectional plan is 123 (one hundred and twenty-three) 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 situated in the Township of, Registration Division Transvaal, being 1 Sandy Vale Mews (duet house), 44 Neserton Drive, Isandovale, Edenvale, measuring 123 (one hundred and twenty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms, two toilets, with outbuildings with similar construction comprising two carports. The common property consists of four carports.

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 21st day of October 1994.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/L.262.)

Case 9371/94
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 **The Trustee for the time being of the Alexandre Daniel Trust** (T.1364/93), 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 24 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 178, situated in the Township of Northcliff, Registration Division IQ, Transvaal, being 222 Frederick Drive, Northcliff, Johannesburg, measuring 4 964 (four thousand nine hundred and sixty-four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, dressing room, pantry, two separate toilets, separate shower, three bedrooms, bathroom with outbuildings with similar construction comprising two garages, two servant's rooms, bathroom, laundry, workshop and swimming-pool.

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

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

Dated at Johannesburg this 21st 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/bt/A.97.)

Case 2969/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matsobane Stephen Tauatsoala**, First Defendant, and **Makoma Rachel Tauatsoala**, Second Defendant

On 25 November 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17285, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17285 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this 20th day of October 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01341.)

Case 40731/93

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Paul Michiel Bester**, Defendant

Sale in execution to be held at the office of the Sheriff, Central, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 22 November 1994 at 10:00, of:

Certain Portion 2, Erf 009, East Lynne, Registration Division JR, Transvaal, measuring 1 240 (one thousand two hundred and forty) square metres, held by Deed of Transfer T69569/89, the property is situated and known as 1521 Koekoek Road, Waverley, Pretoria.

Improvements comprise: A dwelling consisting of entrance hall, sitting/dining-room, four bedrooms, bathroom, separate toilet, kitchen, laundry, garage, servants' quarters with separate toilet.

Terms: 10% (ten per cent) in cash on the day of the sale and the balance against transfer to be secured by an approved guarantee to furnish within 21 (twenty-one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Deputy Sheriff, Pretoria Central at Messcor House, 30 Margareta Street, Pretoria.

W. J. van Niekerk, for Solomon Nicolson Rein & Verster Inc., Seventh Floor, NBS Building, 259 Pretorius Street, Pretoria; P.O. Box 645, Pretoria, 0001. (Ref. Mrs van Niekerk/rg/C735.)

Case 11512/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ntsweng Isaac Marageni**, Defendant

Kindly take notice that pursuant to a judgment granted on 17 November 1992, and warrant of execution dated 23 November 1992, the following property will be sold in execution on 23 November 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right title and interest in the leasehold in respect of Erf 14472 (formerly 72) Daveyton Extension 3, Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under tile, lounge, three bedrooms, kitchen, bathroom, w.c., utility room, wire fence, known as 15072 Andre Crescent, Daveyton, Benoni.

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.

Dated at Benoni on the 24th day of October 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1077.)

Case 1831/93
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 **Tladi, Koena Bethuel**, First Execution Debtor, and **Tladi, Audrey**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 1 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Portion 6 of Erf 343, situated in the Township of The De Deur Estates Limited, Registration Division IQ, Transvaal, being 6 Aster Road, De Deur, Vereeniging, measuring 8 009 (eight thousand and nine) square metres.

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

Terms: 10% (ten per centum) of the purchase 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 24th 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/T.109.)

Saak 63387/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Robert John Geyer**, Verweerder

'n Geregtelike verkoping word gehou deur die Balju, Pretoria-Sentraal te N.G. Sinodalesentrum, Visagiestraat 234, Pretoria, op 22 November 1994 om 10:00, van:

Gedeelte 1 van Erf 454, geleë in die Gezina-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 872 vierkante meter, gehou kragtens Akte van Transport T11445/72, beter bekend as 13de Laan 397, Gezina, Pretoria.

Besonderhede word nie gewaarborg nie.

'n Woonhuis met baksteenmure, sinkdak en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer en toilet. *Buitegeboue:* Enkelmotorhuis, bediendekamer, toilet en waskamer.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak 18/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LULEKANI GEHOU TE LULEKANI

In die saak tussen **Foskor Beperk**, Eiser, en **K. J. Khoza**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof, Lulekani en kragtens 'n lasbrief vir eksekusie gedateer 5 September 1994, sal die volgende eiendom per publieke veiling op 24 November 1994 om 15:00, voor die Landdroskantoor, Lulekani, aan die hoogste bieder verkoop word, naamlik:

Huis R33 in die woongebied van Lulekani, kombuis, badkamer en toilet, eetkamer, sitkamer, drie slaapkamers en pakkamer met alle verbeterings aangebring.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en reëls aan die hoogste bieder verkoop word;

2. Die koper betaal 10% (tien persent) van die koopsom of 'n bedrag van R1 000 (eenduisend rand), wat ookal die meeste is, in kontant, onmiddellik na die afloop van die verkoping, aan die Balju betaal. Die balans is betaalbaar teen registrasie van transport van die eiendom in die naam van die koper en betaling daarvan sal verseker word by wyse van 'n bank- of bougenootskapwaarborg. Hierdie waarborg, wat deur Eiser goedgekeur moet word, moet aan die Balju gelewer word binne 21 (een-en-twintig) dae na datum van die verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, Landdroshof Lulekani, ter insae lê.

A. B. Maré, vir Anton Maré, Posbus 664, Wilgerlaan, Phalaborwa, 1390. (Verw. F6570.)

Saak 45/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LULEKANI GEHOU TE LULEKANI

In die saak tussen **Foskor Beperk**, Eiser, en **M. M. Nkuna**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof, Lulekani en kragtens 'n lasbrief vir eksekusie gedateer 5 September 1994, sal die volgende eiendom per publieke veiling op 24 November 1994 om 15:00, voor die Landdroskantoor, Lulekani, aan die hoogste bieder verkoop word, naamlik:

Huis B345 in die woongebied van Lulekani, kombuis/eetkamer, badkamer, toilet, sitkamer, twee slaapkamers en pakkamer met alle verbeterings aangebring.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en reëls aan die hoogste bieder verkoop word;

2. Die koper betaal 10% (tien persent) van die koopsom of 'n bedrag van R1 000 (eenduisend rand), wat ookal die meeste is, in kontant, onmiddellik na die afloop van die verkoping, aan die Balju betaal. Die balans is betaalbaar teen registrasie van transport van die eiendom in die naam van die koper en betaling daarvan sal verseker word by wyse van 'n bank- of bougenootskapwaarborg. Hierdie waarborg, wat deur Eiser goedgekeur moet word, moet aan die Balju gelewer word binne 21 (een-en-twintig) dae na datum van die verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, Landdroshof Lulekani, ter insae lê.

A. B. Maré, vir Anton Maré, Posbus 664, Wilgerlaan, Phalaborwa, 1390. (Verw. F6569.)

Saak 76/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LULEKANI GEHOU TE LULEKANI

In die saak tussen **Foskor Beperk**, Eiser, en **E. T. Rikhotso**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof, Lulekani en kragtens 'n lasbrief vir eksekusie gedateer 12 Oktober 1994, sal die volgende eiendom per publieke veiling op 24 November 1994 om 15:00, voor die Landdroskantoor, Lulekani, aan die hoogste bieder verkoop word, naamlik:

Huis B115 in die woongebied van Lulekani, kombuis, badkamer en toilet, sitkamer en drie slaapkamers met alle verbeterings aangebring.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en reëls aan die hoogste bieder verkoop word;

2. Die koper betaal 10% (tien persent) van die koopsom of 'n bedrag van R1 000 (eenduisend rand), wat ookal die meeste is, in kontant, onmiddellik na die afloop van die verkoping, aan die Balju betaal. Die balans is betaalbaar teen registrasie van transport van die eiendom in die naam van die koper en betaling daarvan sal verseker word by wyse van 'n bank- of bougenootskapwaarborg. Hierdie waarborg, wat deur Eiser goedgekeur moet word, moet aan die Balju gelewer word binne 21 (een-en-twintig) dae na datum van die verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, Landdroshof Lulekani, ter insae lê.

A. B. Maré, vir Anton Maré, Posbus 664, Wilgerlaan, Phalaborwa, 1390. (Verw. F6850.)

IN DIE LANDDROSHOF VIR DIE DISTRIK LULEKANI GEHOU TE LULEKANI

In die saak tussen **Foskor Beperk**, Eiser, en **C. Makaringe**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof, Lulekani, en kragtens 'n lasbrief vir eksekusie gedateer 5 September 1994, sal die volgende eiendom per publieke veiling op 24 November 1994 om 15:00, voor die Landdroskantoor, Lulekani, aan die hoogste bieder verkoop word, naamlik:

Huis 65B, in die woongebied Lulekani, kombuis/eetkamer, badkamer en toilet, pakkamer, sitkamer en drie slaapkamers, met alle verbeterings aangebring.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en reëls aan die hoogste bieder verkoop word;

2. Die koper betaal 10% (tien persent) van die koopsom of 'n bedrag van R1 000 (eenduisend rand), wat ookal die meeste is, in kontant, onmiddellik na die afloop van die verkoping, aan die Balju betaal. Die balans is betaalbaar teen registrasie van transport van die eiendom in die naam van die koper en betaling daarvan sal verseker word by wyse van 'n bank- of bougenootskapwaarborg. Hierdie waarborg, wat deur Eiser goedgekeur moet word, moet aan die Balju gelewer word binne 21 (een-en-twintig) dae na datum van die verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, Landdroshof Lulekani, ter insae lê.

A. B. Maré, vir Anton Maré, Posbus 664, Wilgerlaan, Phalaborwa, 1390. (Verw. F6574.)

Case 903/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Noel Mobrey Mitchell** and **Blanche Myrtle Mitchell**, Defendants

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging and writ of execution the property listed hereunder which was attached on 15 June 1994, will be sold in execution on Friday, 25 November 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging, to the highest bidder:

Portion 11 of Erf 466, Mid-Ennerdale Township, Registration Division IQ, Transvaal, in extent 486 (four hundred and eighty-six) square metres, situated at 11 Fourth Avenue, Ennerdale, Vereeniging.

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

Residence, single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floors:* Fitted carpets and tiles. *Rooms:* Lounge, dining, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced.

Improvements: Diamond mesh fence and gates.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 18th day of October 1994.

De Villiers & Co., for De Klerk, Vermaak & Partners, First Floor, Overvaal, 28 Kruger Avenue, Vereeniging.

Case 20565/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Nortje Debra Lesley**, 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 7 October 1994, will be sold in execution on Thursday, 24 November 1994 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 62, Mayfield Park Township, Registration Division IR, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, situated at 24 Corundum Avenue, Mayfield Park, Johannesburg.

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

Residence, single-storey dwelling, detached. *Walls:* Brick. *Roof:* Tiles. *Floors:* Fitted carpets. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets. *Outbuildings:* Double garage, double carports and toilet. *Boundary:* Concrete walls.

Improvements: Swimming-pool, paving and walls.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 18th day of October 1994.

De Villiers & Co., Ninth Floor, NBS Bldg, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Ref. Mr Steyn/1133.) (Docex. DX.571.)

Case 988/94
PH 168IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Hakimjee, Mia Anwar Mia Mahomed**, Defendant

In execution of 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, First Floor, 131 Marshall Street, Johannesburg, on 24 November 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, First Floor, 131 Marshall Street, Johannesburg, prior to the sale.

Erf 272, Lorentzville Township, Registration Division IR, Transvaal, measuring 447 square metres, held under Deed of Transfer T49635/1991, situated at 69 Carnavon Street, Lorentzville, Johannesburg.

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

Main building: Semi-detached residential dwelling, three rooms, kitchen, pantry, bathroom, brick/plaster walls, wooden floors, steel pressed and wooden ceilings, and corrugated iron roof.

Outbuildings: Outbuildings consist of separate maid's room/store-room, brick/plaster walls and corrugated iron roof.

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

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

Dated on this 19th day of October 1994.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 4323834.) (Ref. Mr Lazzara/gm/F124.)

Case 21915/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lennets, Freddie Stanley**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 24 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 3097, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, measuring 415 (four hundred and fifteen) square metres, situated at 53 Socrates Street, Ennerdale Extension 3 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, separate toilet.

Outbuilding: Swimming-pool.

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 18th 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. L18313/PC.); c/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel (016) 21-3400.]

Case 22631/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Govender Paremin**, Defendant

In execution of 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 24 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:

Erf 8348, Lenasia Extension 9 Township, Registration Division IQ, Transvaal, measuring 381 (three hundred and eighty-one) square metres, situated at 8348 Alpha Street, Lenasia Extension 9 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, lounge, kitchen, three bedrooms, bathroom and separate toilet. *Outbuilding*: Carport.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 19th day of 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. G28501/PC.)

Case 22282/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gxoyiya Thobile Napoleon**, First Defendant, and **Gxoyiya Mary Mirriam**, 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 24 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, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1200, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 455 (four hundred and fifty-five) square metres, situated at Erf 1200, Diepkloof Extension Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, lounge, dining-room and kitchen. *Outbuildings*: Garage 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 20th day of 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. G23635/PC.)

Case 22766/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kgatitsoe Mateu Mathews**, Defendant

In execution of 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 24 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, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 151, Moroka North Township, Registration Division IQ, Transvaal, measuring 274 (two hundred and seventy-four) square metres, situated at Erf 151, Moroka North Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 17th 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. K28494/PC.)

Case 22637/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo Petrus Pitolo**, Defendant

In execution of 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 24 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, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2219, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at 2944A Emdeni Extension 1 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 13th 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. K28490/PC.)

Case 24912/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkuwane Kholiswa Joyce**, Defendant

In execution of 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 24 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, 131 Marshall Street, Johannesburg, prior to the sale:

(a) Section 24, as shown and more fully described on Sectional Plan SS5/1987, in the building or buildings known as Albany Court, situated at Johannesburg Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 70 (seventy) square metres in extent, situated at Flat 111, Albany Court, 36 Kapteijn, Hillbrow.

(b) an undivided share in the common property in the land and buildings as shown and more fully described on the said sectional plan, apportioned to the said section, held under Certificate of Registered Sectional Title ST5/1987 (24) (Unit), measuring 70 (seventy) square metres, situated at Flat 111, Albany Court, 36 Kapteijn Street, Hillbrow.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of lounge, dining-room, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 14th 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. M24449/PC.)

Case 10153/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Naidoo Genece Paul**, Defendant

In execution of 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 24 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:

Erf 1382, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, situated at 62 Diamond Street, Eldorado Park Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 18th 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. N14470/PC.)

Case 16822/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Petersen, Wayne Henry**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 24 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, 131 Marshall Street, Johannesburg, prior to the sale:

(A) Section 70, as shown and more fully described on Sectional Plan SS103/1998 in the building or buildings known as Senator Towers, situated at Johannesburg Township, in the Area of the Johannesburg Local Authority of which the floor area, according to the said Sectional Plan, is 47 (forty-seven) square metres in extent, situated at 907 Senator Towers, Hancock Street, Joubert Park, Johannesburg.

(B) An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said in accordance with the participation quota of the said section, held under certificate of registered Sectional Title ST103/1981 (70) Unit, measuring 47 (forty-seven) square metres, situated at 907 Senator Towers, Hancock Street, Joubert Park, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on the 14th day of October 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. P27780/PC.)

Case 19936/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rigney, Liverne Phillis**, Defendant

In execution of 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 24 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, TFC House, 32 Von Brandis Street, Johannesburg prior to the sale:

(A) Section 6, as shown and more fully described on Sectional Plan 84/86 in the scheme known as De Ville in respect of the land and building or buildings situated at Paarlshoop 6, De Ville, Von Brandis Street, Paarlshoop Township, Johannesburg, local authority, of which section THR Floor Area, according to the said Sectional Plan is 50 (fifty) square metres in extent, and situated at 6 De Ville, Von Brandis Street, Paarlshoop Township, Johannesburg.

(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, measuring 50 (fifty) square metres, situated at 6 De Ville, Von Brandis Street, Paarlshoop, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of two bedrooms, lounge, kitchen and bathroom.

The property is zoned residential.

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

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

Signed at Johannesburg on the 14th day of October 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R28063/PC.)

Case 19084/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malinga, Gabangani Gertrude**, Defendant

In execution of 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 23 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 Portion 11 of Erf 13768, Kagiso Extension 8 township, Krugersdorp, Registration Division IQ, Transvaal, measuring 389 (three hundred and eighty-nine) square metres, situated at Portion 11 of Erf 13768, Kagiso Extension 8 Township, Krugersdorp.

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

The property is zoned residential.

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

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

Signed at Johannesburg on the 17th day of October 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M27995/PC.)

Case 21293/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Chequenton, Averil Bartholomeu Christopher**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sheriff's Offices, 50 Edwards Avenue, Westonaria, on 25 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 443, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 399 (three hundred and ninety-nine) square metres, situated at Erf 443, Lawley Extension 1 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th 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. C28385/PC.)

Case 21549/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Da Graca, Agostinho Mendes**, Defendant

In execution of 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 24 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:

Erf 285, Kenilworth Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, situated at 157 De Villiers Street, Kenilworth 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 two bathrooms. *Outbuilding*: Single garage, two carports, servants' quarters and swimming-pool.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 19th day of 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. G28387/SC.)

Case 29994/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Padayachee, Sivananda Dorasamy**, First Defendant, and **Padayachee, Morganayagee**, 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 25 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 383, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 390 (three hundred and ninety) square metres, situated at 383 Barnett Street, 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, 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 18th 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. P21534/PC.)

Case 25017/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mothiba, Frans Lesiba**, Defendant

In execution of 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 24 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, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of:

(a) Section 71, as shown and more fully described on Sectional Plan SS97/1981, in the scheme known as Clarendon Heights, in respect of the land and building or buildings situated at Johannesburg Township, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 124 (one hundred and twenty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Flat 806, Clarendon Heights, corner of Bruce and Twist Streets, Hillbrow, Johannesburg, measuring 124 (one hundred and twenty-four) square metres, situated at Flat 806, Clarendon Heights, corner of Bruce and Twist Streets, Hillbrow, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and two balconies.

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 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. M60013/AB.)

Case 15440/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pridgeon Bryan**, First Defendant, and **Atkinson, Sian Lesley**, 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 Salesrooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, on 25 November 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the salesrooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, prior to the sale:

Erf 5071, Bryanston Extension 39 Township, Registration Division IR, Transvaal, measuring 1 649 (one thousand six hundred and forty-nine) square metres, situated at 9 Bruce Street, Bryanston Extension 39 Township, Sandton.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, lounge, family room, study room, dining-room, kitchen, three bedrooms and two bathrooms. *Outbuilding:* Two single garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 18th 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. P23556/PC.)

Case 8053/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Smith, Colin Anthony**, Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2, North View, 45 Richards Drive, Halfway House, on Wednesday, 23 November 1994 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Portion 4 of Erf 65, Kelvin Township, Registration Division IR, Transvaal, measuring 1 942 square metres, held by the Defendant under Deed of Transfer T50691/89, being 3 Burnway Street, Kelvin.

Improvements described hereunder are not guaranteed: The dwelling consists of an entrance hall, lounge, family room, kitchen, five bedrooms, two bathrooms, bath/w.c., bath/w.c./shower, granny flat with two bedrooms, bath/w.c. and double garage.

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 12th 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 7124/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Chauke, Josiah Mashuini**, First Defendant, and
Chauke, Asama Aletta, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, on Thursday, 24 November 1994 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Erf 566, Clayville Extension 8 Township, Registration Division JR, Transvaal, measuring 1 115 square metres, held by the Defendant under Deed of Transfer T77780/92, being 38 Pearce Street, Clayville Extension 8.

Improvements described hereunder are not guaranteed: The dwelling consists of an entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c./shower, kitchen, laundry, two garages and servant's room/w.c.

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 12th 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 11358/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Soundrops 2643 Investments CC**, Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2 North View, 45 Richards Drive, Halfway House, on Wednesday, 23 November 1994 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale.

Erf 231, Halfway Gardens, Extension 8 Township, measuring 1 000 square metres, held by the Defendant under Deed of Transfer T43417/92, being 231 Moore Street, Halfway Gardens Extension 8.

Improvements described hereunder are not guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, eight bedrooms, four bathrooms, shower/w.c., kitchen, laundry, two servants' quarters/bathroom/w.c..

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

Dated at Johannesburg on this the 12th 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.)

29614/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Clive Hugh Cochrane**, Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2 North View, 45 Richards Drive, Halfway House, on Wednesday, 23 November 1994 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale.

Remaining Extent of Erf 403, Wendywood Township, Registration Division IR, Transvaal, measuring 1586 square metres, held by the Defendant under Deed of Transfer T2289/93, being 89 Edison Street, Wendywood.

Improvements described hereunder are not guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, study, kitchen, three bedrooms, two bathrooms/w.c., double garage, servants' quarters/w.c./shower,

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

Dated at Johannesburg on this the 12th 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 10450/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Harris Peter Michael Seller**, First Defendant,
Callard Waltraud Luise, Second Defendant.

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 25 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.

Erf 749, Lone Hill Extension 14 Township, measuring 1 483 square metres, held by the Defendants under Deed of Transfer Number T4331/90, situated at 4 Aston Place, Lonehill Extension 14.

Improvements described hereunder are not guaranteed: The property consists of an entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c./shower, kitchen, scullery and a carport.

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

Dated at Johannesburg on this the 13th 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 10274/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tarby Jean Charles Francois Gerard**, I/D 4910085026082, Defendant

In execution of 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, Alberton, on Tuesday, 22 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 at the offices of the Sheriff for the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, Alberton, prior to the sale.

Erf 1187, Brackendowns Extension 1 Township, Registration Division IR, Transvaal, being 48 Orange Street, Brackendowns, Alberton, measuring 1277 square metres.

Use Zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, two bathrooms, kitchen, sunroom.

Outbuildings: Garage, carport, 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 30 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3,0% (three comma nought per centum) up to a maximum fee of R6 000. Minimum charges R200.

Dated at Johannesburg on the 18th day of October 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 544012.)

Case 55560/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Michael Jonathan Carter**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 12 August 1993, the property listed hereunder will be sold in execution on 25 November 1994 at 10:00, at the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg:

Certain: Erf 590, Forest Hill Township, Registration Division IR, Transvaal, measuring 555 (five hundred and fifty-five) square metres, held under Deed of Transfer T29263/1992, and situated at 104 Gantner Street, Forest Hill, Johannesburg.

Zoned Residential.

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

A single storey residential building with brick walls and plastered and corrugated iron roof. Consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. Outbuildings consist of two garages, two carports, servant's quarter and w.c. The boundary has brick walls.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 16% (sixteen per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) of the purchase price of the property sold up to R20 000 and 3% (three per centum) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the title deeds in so far as these are applicable.
2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N79708.)

Case 15979/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Julie Alison Toffoli**, Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton on Friday, 25 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:

Erf 426, Morningside Extension 53 Township, measuring 2 152 square metres, held by the Defendant under Deed of Transfer T12921/92, situated at 10 Denise Road, Morningside Extension 53.

Improvements described hereunder are not guaranteed.

The property consists of an entrance hall, lounge, dining-room, family room, three bedrooms, kitchen, pantry, three bedrooms, two garages, two servants' rooms, shower/w.c., pool, patio and atrium.

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

Dated at Johannesburg on 24th day October 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 6815/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Thuketana: Makhajana Phillip**, Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton on Friday, 25 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:

Erf 344, Lonehill Extension 9 Township, measuring 1 454 square metres, held by the Defendant under Deed of Transfer T61533/1993, situated at 36 Crestwood Drive, Lonehill Extension 9.

Improvements described hereunder are not guaranteed.

The property consists of a darkroom, entrance hall, lounge, dining-room, family room, four bedrooms, bathroom/w.c., two bathrooms/w.c./showers, kitchen, scullery, study, T.V. room, separate w.c., three garages and two servants' quarters/bathroom/w.c.

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

Dated at Johannesburg on 24th day October 1994.

K. J. Braatvedt, for Smith Jacobus & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

**Case 22835/94
PH 196**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Moyo: Ntiantla Josiah**, First Defendant, and **Moyo: Eunice Thato**, 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 24 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, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 575, in the Township of Naturena, Registration Division IQ, Transvaal, in extent 828 (eight hundred and twenty-eight) square metres, situated at 19 Helio Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached, built of bricks and painted plaster and under tiled roof. *Floors:* Fitted carpets and Novilon tiles, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower and two w.c.'s. *Outbuildings:* Two garages, concrete boundary walls, swimming-pool and paving.

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 25th 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/MN6660.)

NOTICE OF SALE IN EXECUTION (KEMPON 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, 24 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 properties/rights of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 10890/94.

Judgment Debtor/s: **Mamoloko Caiphas Lehong and Mmamogole Anna Lehong.**

Property: Erf 689, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 689, Maokeng Extension 1, Tembisa.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: ML0042.

Case Number: 10887/94.

Judgment Debtor/s: **Dingaan Charles Ramokgopa.**

Property: Right of leasehold over Erf 456, Motsu Township, Registration Division IR, Transvaal, situated at Erf 456, Motsu, Tembisa.

Improvements: Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and bathroom with outbuildings of a similar construction comprising three store-rooms and toilet.

Reference: MR0047.

Case Number: 10547/94.

Judgment Debtor/s: **Jacob Skosana.**

Property: Right of leasehold over Erf 245, Leboeng Township, Registration Division IR, Transvaal, situated at Erf 245, Leboeng, Tembisa.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MS0103.

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 12990/94
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Villa Sheugnet Eleven CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 25 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 unit comprising Section 11, and its undivided share in the common property in Villa Sheugnet Sectional Title Scheme, area 171 (one hundred and seventy-one) square metres, situation 11 Villa Sheugnet, 118 Riverside Road, Glen Atholl, Sandton.

Improvements (not guaranteed): A double storey tiled roof house consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, double garage, servants' quarters and servant's toilet with brick walls around property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 00 and a minimum of R200.

Dated at Johannesburg on the 24th day of October 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ230.)

Case 20471/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Schram: Michel Jean Jacques**, First Defendant, **Berman: Godfrey Roy**, Second Defendant, **Feinstein: Albert Angel**, Third Defendant, **Feinstein: Gloria Rose**, Fourth Defendant, and **Hartsliet: Philip Henry**, Fifth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 25 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 Portion 7 (a portion of Portion 2) of Erf 32, Atholl Extension 1 Township, Registration Division IR, Transvaal, area 2 137 (two thousand one hundred and thirty-seven) square metres, situation 136B Ilkley Road, Atholl Extension 1.

Improvements (not guaranteed): A vacant erf.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 00 and a minimum of R200.

Dated at Johannesburg on the 24th day of October 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ195.)

Case 13015/94
PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Suping, Dikobe Jacob**, First Defendant, and **Suping, Rebecca**, 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 17 November 1994 at 10:00, at the offices of the Sheriff, Vereeniging, De Klerk Vermaak, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 6353, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, held under Deed of Transfer T3065/94, situated at 6353 Wulfenite Street, Ennerdale Extension 8.

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

Improvements: Single storey dwelling, walls brick, roof tiled, lounge, kitchen, three bedrooms, bathroom and w.c.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg.

Van Staden & Booysen, Tenth Floor, NBS Bank Building, 38 Rissik Street, Johannesburg, P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F de Lange/tb.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Anglo American Corporation of South Africa Limited**, Plaintiff, and **Naidoo: Rajgopaul**, First Defendant, and **Naidoo: Geraldene Diane**, Second Defendant

1. The undermentioned property will be sold on 24 November 1994 at 10:00, at the offices of De Klerk, Vermaak and Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, in execution of a judgment obtained in the above matter on 15 April 1994:

Erf 43, Zakariyya Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 570 (five hundred and seventy) square metres, held under Deed of Transfer T17473/1988, situated at 43 Balsam Street, Zakariyya Park 1, Transvaal.

2. The improvements to the property consist of the following although nothing is guaranteed: Dining-room, lounge, kitchen, three bedrooms and bathroom.

3. *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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R200.

140036 charge of R200.

4. The conditions of sale may be inspected at the office of De Klerk, Vermaak and Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, during normal office hours.

Dated at Johannesburg on this the 24th day of October 1994.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Den-nett/301/A 78/94.)

Case 2138/94

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

In the matter between **The Bonus Card Company (Pty) Limited** (Reg. No. 89/07280/07), Plaintiff, and **Angeline Ritah Ledwaba**, First Defendant, and **Matsobane Elias Ledwaba**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 June 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 December 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 5161, Vosloorus Township, Boksburg, Registration Division IR, Transvaal, situated at 5161 Mbonani Street, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, kitchen, two bedrooms, bathroom and wire boundary.

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 25th day of October 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Christodoulou/T2098C.)

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, 24 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 purchase 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 4499/90.Judgment Debtor: **Lude Ishmael Kgatle.**

Property: Right of leasehold over Erf 751 Mqantsa Township, Registration Division IR, Transvaal, situated at 751 Mqantsa Section, Tembisa.

Improvements: Butchery consisting of four rooms.

Outbuildings consisting of two outside rooms.

File Ref.: L129/90.

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

Case 7455/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **Dolco (Pty) Limited**, Plaintiff, and **Miss C. H. Chauke**, Defendant

In execution of a judgment granted by the above Honourable Court on 9 February 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court on 17 November 1994 at 10:00, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Certain Erf 6526, Saulsville, Registration Division JR, Transvaal, measuring 256 square metres, held under Title Deed No. TL37944/88, dated 24 May 1988, also known as 20 Pherekong Street, Saulsville.

Description: 256 square metre house with two bedrooms, bathroom, toilet, dining-room, kitchen and fencing along boundaries with a pedestrian gate.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Messenger of the Court within fourteen (14) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 12% (twelve per cent) from the date of sale until the date of transfer of the property, to the secured creditor, in whose favour bonds are registered over the property.

Dated at Pretoria this 24th day of October 1994.

Klagsbrun de Vries, Corporate Place, 287 Struben Street. P.O. Box 294, Pretoria, 0001. [Tel. (012) 21-2241.] (Ref. J. H. Nolte/amg/NC54/93.)

Saak 44667/93**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Adriaan Enslin**, Verweerder

T2323/1992—Eksekusieveiling gehou te word voor die Landdroskantore, Generaal Hertzogstraat, Vanderbijlpark, op 9 Desember 1994 om 10:00, aan die hoogste bieder:

Erf 647, Vaaloewer, Registrasieafdeling IQ, Transvaal, groot 900 vierkante meter, geleë te Vaaloewerlaan, grens aan 918 Vaaloewerlaan.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Vanderbijlpark, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprijs kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprijs, afslaaerskommissie plus BTW, soos bepaal deur die reëls.

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

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Olivier.)

Case 64323/94**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 **Petrus Johannes van der Walt**, First Defendant, and **Christina Gerbrecht Emmerentia van der Walt**, 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, 142 Struben Street, Pretoria, on 14 December 1994 at 10:00, to the highest bidder:

Certain: Erf 117, situated in the Township of Rooihuiskraal, Registration Division JR, Transvaal, measuring 1013 square metres, situated at 4 Makou Street, Rooihuiskraal, Extension 3.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two w.c.'s, entrance hall and scullery/laundry.

Outbuildings: Garage and w.c.

Other: Brick driveway and paving, screenwalls and court-yard.

3. *Payment:* The purchase price shall be paid to 10% (ten per cent) 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.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Plot 83, corner of Gerhard and West Street, Lyttelton Agricultural Holdings, Lyttelton, Verwoerdburgstad.

Signed at Pretoria on this the 26th day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1320.)

Case 10746/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abraham Bouwer**, First Defendant, and **Anna Johanna Bouwer**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on 22 November 1994 at 10:00, of the following property:

(a) Section 29, as shown and more fully described on Sectional Plan SS101/80, in the scheme known as Northwards, in respect of the land and building or buildings situated at Erf 584, Hatfield Township, in the local authority of the City Council of Pretoria, of which section the floor area according to the said sectional plan is 91 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by virtue of Deed of Transfer ST94911/1993, this property is situated at 309 Northwards Flats, Arcadia Street, Hatfield, Pretoria.

The property is improved as follows: Two and a half bedrooms, bathroom, separate toilet, kitchen and lounge/dining-room and dwelling flat.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Messcor House, 30 Margaretha Street, Pretoria.

Dated at Pretoria on this the 28th day of October 1994.

Plaintiff's Attorneys, Rooth & Wessels, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Saak 1322/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Trust Bank Bpk.**, Eiser, en **A. S. Mynhardt**, Verweerder

In uitvoering van 'n vonnis in die Landdroshof, Nigel, en 'n lasbrief vir eksekusie uitgereik, en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 25 November 1994 om 12:00, te die ondervermelde perseel te Nigel, deur Libra Afslaers BK, aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 807, Nigel-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 670 (een ses sewe nul) vierkante meter, bekend as Graaf Reinetsstraat 121, Nigel.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprijs in kontant of by wyse van 'n bankgewaarborgde tjek by die toestaan van die bodbalans binne 30 (dertig) dae na datum van verkoping.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Dubbelverdieping steengebou-woonhuis met platdak, bestaande uit kombuis, eetkamer, sitkamer, TV-kamer, studeerkamer, badkamer, twee toilette, drie slaapkamers met ingeboude kaste, betonmheining en vyf buitekamers.

Alle verkoopvoorwaardes wat deur Libra Afslaers BK net voor die verkoping uitgelees word, is in hul kantoor te Cederwood 6, Du Toitstraat, Ontdekkerspark, Roodepoort, asook die Balju-kantore, Kerkstraat, Nigel, gedurende normale kantoorure, ter insae beskikbaar.

Geteken te Nigel op hierdie 19de dag van Oktober 1994.

L. Etsebeth, vir Lockett & Etsebeth, Eerste Verdieping, Plesamgebou, Tweede Laan, Nigel. (Verw. mej. De Meyer/T397.)

Saak 407/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen **NBS Bank**, Eiser, en **S. J. Simelane**, Verweerder

Ten uitvoerlegging van 'n vonnis, sal die ondergemelde goedere op 22 November 1994, deur die Balju vir die Landdroshof, Volksrust, by die Landdroskantoor te Volksrust om 11:00, per openbare veiling verkoop word aan die hoogste bieder vir kontant, naamlik:

Erf 1570, geleë in die dorsgebied Vukusakhe, Registrasieafdeling HS, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport TL15328/87.

Die eiendom is verbeter met 'n woonhuis.

1. Die belangrikste voorwaarde is dat die verkoping voetstoots geskied sonder reserwe en dat 10% (tien persent) van die koopprys op die dag van verkoping in kontant en die restant by registrasie waarvoor 'n bankwaarborg binne 14 (veertien) dae na datum van verkoping gelewer moet word.

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

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eiser, Laingsnekstraat 11, Posbus 86, Volksrust, 2470. [Verw. mev. Spoelstra/i.6695(359).]

Case 2603/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Michael John Jones**, Defendant, and **Terry Ann Jones**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 20 May 1994, and warrant of execution dated 2 June 1994, the following property will be sold in execution on 23 November 1994 at 11:00, at the offices of the Magistrate Court, Harpur Avenue, Benoni:

Erf 128, Mackenzie Park Township, Registration Division IR, Transvaal.

Improvements: Single-storey, brick under tile, lounge, dining-room, family-room, study, dressing-room, four bedrooms, two bathrooms/w.c., kitchen, double garage, swimming-pool, concrete drive and concrete walls, known as 15 Korhaan Street, MacKenzie Park, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.

Dated at Benoni on this the 26th day of October 1994.

Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1233.)

Saak 4829/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Trustbank, Eksekusieskuldeiser, en **Johan Strydom**, Eerste Eksekusieskuldenaar, en **Tracey Strydom**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergenoemde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 30 September 1994 toegestaan is, op Vrydag, 25 November 1994 om 11:00, te Sipreslaan 86, Kanonkop, Middelburg, deur Jaap van Deventer Afslaaers, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Middelburg, vir 'n tydperk van 7 (sewe) dae voor die verkoping, te wete:

Erf 3086, Middelburg-uitbreiding 10, groot 1 480 (eenduisend vierhonderd en tagtig) vierkante meter, Registrasieafdeling JS, Transvaal, gehou kragtens Transportakte T30743/196, en Verbandakte B85768/1992.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Middelburg op hede die 24ste dag van Oktober 1994.

C. J. Alberts, vir Van Deventer & Campher, Joubertstraat, Posbus 2125, Middelburg, 1050. (Tel. 2-5203.) (Verw. Mnr Alberts/ED/JT106/94.)

Case 11294/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kelfam Investments CC** (No. CK.16663/23), 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 North, at 131 Marshall Street, Johannesburg, on Thursday, 24 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 Portion 1 of Lot 409, Parktown North Township, Registration Division IR, Transvaal. *Situation*: 14A Fifth Avenue, Parktown North, Johannesburg, area 1 276 (one thousand two hundred and seventy-six) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, study, four bedrooms, two bathrooms, separate toilet, kitchen, pantry, wash-up/laundry, two 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 centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this the 17th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. RK8E/mgh/tf.)

Case 24779/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rali: Zelda Maryna**, 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, 24 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 193, South Hills Township, Registration Division IR, Transvaal. *Situation*: 13 Bethlehem Road, South Hills, Johannesburg, area 476 (four hundred and seventy-six) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom, kitchen, carport, under iron roof, property enclosed, staff quarters with ablutions.

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

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

Dated at Johannesburg on this the 14th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ126E/mgh.)

Case 30560/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Da Silva: Alberto Ferreira**, 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, 24 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 417, Regents Park Estate Township, Registration Division IR, Transvaal. *Situation*: 86 North Road, Regents Park, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathroom, kitchen, lounge/dining-room, garage, under iron roof and staff quarters with ablutions.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NV129E/mgh/tf.)

Case 21289/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kretzen, Johanna Maria**, 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, 24 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 249, Troyeville Township, Registration Division IR, Transvaal, situated at 30 Wilhelmina Street, Troyeville, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, dining-room, lounge, garage, carport, jacuzzi, staff quarters, property enclosed, under iron roof.

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

Dated at Johannesburg on this the 20th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR215E/mgh/tf.)

Saak 5246/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **R. en C. M. Smit**, Verweerders

Ingevolge uitspraak van die Landdros, Rustenburg, en lasbrief tot geregtelike verkoping met datum 16 September 1994, sal die ondervermelde eiendom op Woensdag, 23 November 1994 om 11:00, te die Landdroskantoor, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 2 van Erf 1424, in die dorp Rustenburg, Registrasieafdeling, JQ, Transvaal, groot 1 428 vierkante meter, bekend as Joubertstraat 246, Rustenburg, 0300, gehou kragtens Akte van Transport T25071/90, waarop opgerig is een woonhuis van baksteenmure, onder 'n sinkdak, wat gesê word agt kamers, buiten kombuis en drie badkamers en gewone buitegeboue bestaande uit twee motorhuise en bediendetoilet te bevat, ten opsigte waarvan egter geen waarborge gegee word nie.

Voorwaardes: 10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne 21 (een-en-twintig) dae. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

Die Eiser is bereid om 'n vervand aan 'n goedkekeurde koper toe te staan.

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

Case 4602/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gavin Edward Diaz**, First Defendant, and **Virginia Elizabeth Diaz**, Second Defendant

On 25 November 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Portion 102 (a portion of Portion 1) of Erf 846, Reigerpark Extension 1, Registration Division IR, Transvaal, situated at 6 Snoek Avenue, Reigerpark Extension 1, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg, on this the 21st day of October 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00867.)

Case 5718/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lodewickus Johannes Olivier**, Defendant

On 25 November 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 156, Morganridge Extension 2; Registration Division IR, Transvaal, situated at 12 Diaz Street, Morganridge Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 21st day of October 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00893.)

Case 4024/93

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

In the matter between **The African Bank Ltd**, Plaintiff, and **Lesetja Jacob Ramakgolo**, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the undermentioned property will be sold by public auction by the Sheriff, Seshego, on Wednesday, 23 November 1994 at 14:00, at the Magistrate's Offices, Seshego, to the highest bidder, with reserve:

Certain Stand 2912, Zone 2, Seshego, extent 427 square metres, District of Seshego (hereinafter referred to as the property).

The following information is given in respect of improvements, although the correctness of same cannot be guaranteed: The house is built from face bricks and consists of a lounge, kitchen, two bedrooms and bathroom. The kitchen has a stove and is supplied with a sink. There are no kitchen units and no built-in cupboards in the bedrooms. The floors are of vinyl tiles and there are no ceilings. The roof is asbestos. The interior is plastered and painted and the exterior is painted face bricks. Fencing around the property is ordinary wire mesh.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff or his attorney before the sale, the purchaser shall pay 10% (ten per cent) of the purchase price, or a deposit of R3 000 (three thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from the date of sale.

2. The property will be sold voetstoots and subject to:

2.1 The Magistrate's Courts Act and the rules made thereunder;

2.2 the conditions of the Deed of Grant, and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff, Seshego, who will read the full conditions of sale immediately before the sale, and of which the contents must be incorporated herein.

Dated and signed at Pietersburg on this the 9th day of September 1994.

J. Horak, for Botha Horak Inc., 27 Joubert Street, P.O. Box 3615, Pietersburg, 0700. (Ref. Mr Horak/pvdh/5036.)

Case 3986/94
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 **Lephuthing, Teboho Jacob**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 25 November 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 1794, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1794 Angana Street, Evaton North, Vanderbijlpark, measuring 402 (four hundred and two) square metres.

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

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

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

Dated at Johannesburg this 25th 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/fp/L243.)

Case 21116/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Freeman, Anthony Neville**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 25 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 549, situated in the Township of Morningside Extension 40, Registration Division IR, Transvaal, being 549 Flamboyant Avenue, Morningside Extension 40, Bryanston, measuring 1 797 (one thousand seven hundred and ninety-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, entrance hall, study, separate toilet, two store-rooms, three bedrooms, two bathrooms with outbuildings with similar construction comprising four garages, workshop, servant's room, toilet, bathroom, laundry, store-room, swimming-pool, flatlet comprising entrance hall, bedroom, lounge/dining-room, kitchen 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 R100 (one hundred rand).

Dated at Johannesburg on this the 26th 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/bt/F.61.)

Case 22195/94
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 **Myers, Frank**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 25 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Section 66, as shown and more fully described on Sectional Plan SS256/93, in the scheme known as Mont Serrat, in respect of the land and building or buildings situated at Morningside Extension 148 Township, in the area of the Sandton Local Authority of which the floor area, according to the said sectional plan is 55 (fifty-five) square metres, in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST32914/93, situated in the Township of Morningside Extension 148, being Flat 66, Mont Serrat, corner of Denise and Michelle Streets, Morningside Extension 148, Sandton, measuring 55 (fifty-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, bedrooms, bathroom with outbuildings with similar construction comprising a carport.

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

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

Dated at Johannesburg on this the 26th 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/fp/N916.)

Case 17013/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Magcai, Mbuyiselo Templeton**, 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 1 December 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 20, situated in the Township of Emdeni Extension 2, Registration Division IQ, being 20 Emdeni Extension 2, Johannesburg, measuring 294 (two hundred and ninety-four) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 26th 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/fp/M335.)

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, 24 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 purchase price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Case Number: 12445/89.

Judgment Debtors: **Lepogo Elias Kekana and Mamaraka Veronica Kekana.**

Property: Right of leasehold over Erf 112, Tembisa Extension 1 Township, Registration Division IR, Transvaal, situated at 112 Tembisa Extension 1 Section, Tembisa.

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

File Ref.: L473/89.

Case Number: 2401/92.

Judgment Debtors: **Majahabomvu Mpostoli Masina and Zandile Sarah Masina.**

Property: Right of leasehold over Erf 418, Inxiweni Township, Registration Division IR, Transvaal, situated at 418 Inxiweni Section, Tembisa.

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

File Ref.: L63/92.

Case Number: 10160/94.

Judgment Debtor: **Butana Isaiah August.**

Property: Right of leasehold over Erf 423, Leboeng Township, Registration Division IR, Transvaal, situated at 423 Leboeng Section, Tembisa.

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

File Ref.: LN3875/4.

Case Number: 10301/91.

Judgment Debtors: **Tihalefi Phistus Mashamaite and Martha Dorah Mashamaite.**

Property: Right of leasehold over Erf 532, Lifateng Township, Registration Division IR, Transvaal, situated at 532 Lifateng Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen. Outbuildings consisting of two outside rooms.

File Ref.: L395/91.

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

Saak 504/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Petrus Paulus Fourie**, Eerste Verweerder, en **Hannolien Ronel Fourie**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 17 Maart 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju Wonderboom, op 2 Desember 1994 om 11:00, die ondervermelde eiendom in eksekusie verkoop te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Shannonstraat 26, The Orchards-uitbreiding 11, en word omskryf as Erf 882, in die dorp The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 800 vierkante meer.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

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

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

Getekene te Pretoria hierdie 26ste dag van Oktober 1994.

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

Saak 56884/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Rudolf Herman Briel** Eerste Verweerder, en **Jennifer Ann Briel**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 6 September 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 30 November 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Dikkopstraat 6, Rooihuiskraal, en word omskryf as Erf 982, Rooihuiskraal-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 895 vierkante meer.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers, tapyt en novilonvloere en enkelmotorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria hierdie 26ste dag van Oktober 1994.

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

Case 11027/1994

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Michael Nkosi**, First Defendant, and **Mericca Ressa Nkosi**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Nsikazi, at the Magistrate's Court, Kabokweni, Transvaal, on 25 November 1994 at 10:00, of the following property:

Erf 1778C, situated in the Township of Matsulu C, in the District of Nsikazi, Transvaal, measuring 468 square metres, held by the Defendants under Deed of Grant T322/1990.

This property is situated at Stand 1778C, Matsulu C Township, Nelspruit, Transvaal.

The property is improved as follows: Lounge, dining-room/kitchen, three bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff, Stan Hassett, at Telephone (01311) 4-8161.

Dated at Pretoria on this the 24th day of October 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 15014/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Makobeng Abel Malahlo**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Lydenburg, at the Magistrate's Court, corner of De Clerq and Voortrekker Streets, Lydenburg, on 23 November 1994 at 09:00, of the following property:

Erf 1342, Mashishing Township, Registration Division JT, Transvaal, measuring 265 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL54646/1988.

This property is situated at corner of Laage and Links Streets, 1342 Mashishing Township, Lydenburg, Transvaal.

The property is improved as follows: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at 5 Burger Street, Lydenburg.

Dated at Pretoria on this the 26th day of October 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 63863/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Susanna Jane Beytell**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 24 November 1994 at 10:00, at:

Section 10, as shown on Sectional Plan SS3/82, in the building Maltzanhof, situated at Portion 2, Erf 1474, Pretoria (Local Authority City Council of Pretoria), measuring 56 square metres; and

An undivided share in the common property in the land and building, held under Certificate of Sectional Registered Title ST 3/82 (10) (Unit), known as Flot 10 Maltzanhof, 300 Christoffel Street, Pretoria West, 0183.

Particulars are not guaranteed.

Two-bedroomed flat with lounge, kitchen, bathroom and carport.

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. N1/A-419246/JAA/J. S. Herbst.)

Case 56695/94

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

In the matter between **ABSA Bank Limited** (Volkskas Division), Plaintiff, and **Allan Roy Graham**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 22 November 1994 at 10:00, of:

Remaining extent of Erf 1838, situated in the Town Villieria, Registration Division JR, Transvaal, measuring 1 247 square metres, known as 391 20th Avenue, Villieria.

Particulars are not guaranteed.

Dwelling with lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, study, double garage and flatlet with lounge, kitchen, bedroom bathroom/toilet and store-room/toilet.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-419211/JAA/J. S. Herbst.)

Case 5567/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Susanna Irena Briers**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 22 November 1994 at 10:00:

(a) Unit 11 as shown on Sectional Plan SS98/1983, in the building Hermeika, situated at Remaning Portion of Erf 794, in the Township Muckleneuk, measuring 48 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST106702/1992, dated 1 December 1992, known as Flat 20, Hermeika Flats, corner of Troye and Walt Streets, Muckleneuk.

Particulars are not guaranteed.

Bachelor flat.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margaeta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-397584/JAA/M. Oliphant.)

Case 65022/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Petrus Griesel**, First Defendant, and **Hazel Marie Griesel**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 22 November 1994 at 10:00:

Erf 141, situated in the Township of Queenswood, Registration Division JR, Transvaal, measuring 1 010 square metres, known as 1249 Rist Avenue, Queenswood.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and shower, separate toilet, study and laundry. Staffroom, garage, carport and toilet.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-419247/JAA/M. Oliphant.)

Saak 18786/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Buso: Melbourne Phumisilie**, Eerste Verweerder, en **Thoko: Zelda Masibuko**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpoortstraat 182, Boksburg, op Vrydag, 25 November 1994 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Leeuwpoortstraat 182, Boksburg, voor die verkoping ter insae sal lê:

Sekere: Standplaas 998, Dawn Park-dorpsgebied, Boksburg, Registrasieafdeling IR, Transvaal, gehou deur Melbourne Phumisilie Buso en Zelde Masibuko Thoko onder Akte van Transport T57728/93, bekend as Kudustraart 3, Dawn Park, Boksburg, groot 858 vierkante meter.

Sonering: Residensieel.**Spesiale gebruiksvergunninge en voorwaardes:** Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet. Buitegeboue: Enkel garage.

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

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

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

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton. Posbus 6, Alberton. Docex 216, Johannesburg. Presidentstraat 84, The Markade, Johannesburg. (Verw. N2629/EU/PP.)

Saak 21638/94

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Wilson Jonathan Ndlovu**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpoortstraat 182, Boksburg, op Vrydag, 25 November 1994 om 11:15, van die ondergemele eiendom van die Verweerder wat deur die vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Leeuwpoortstraat 182, Boksburg, voor die verkoping ter insae sal lê:

Sekere: Erf 1628, Dawn Park-uitbreiding 25-dorpsgebied, Boksburg, Registrasieafdeling IR, Transvaal, gehou deur Wilson Jonathan Ndlovu onder Akte van Transport T75444/93, bekend as Schachatstraat 50, Dawn Park, Boksburg, groot 810 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette. Buitegeboue: Enkelmotorhuis met toilet.

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

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

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

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton. Posbus 6, Alberton. Docex 216, Johannesburg. Presidentstraat 84, The Markade, Johannesburg. (Verw. N2677/EU/PP.)

Case 8836/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Julius Armando Bhendane**, Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Office, Kabokweni, on Friday, 25 November 1994 at 10:00:

Full conditions of sale can be inspected at the notice board at the Magistrate's Office Kabokweni, and telephone enquiries at Sheriff Nsikazi, Tel. (01311) 4-9161 and will be read out prior to the sale.

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

Property: Site 3403, situated in the Township of Kanyamazane A, District of Nsikazi.

Improvements: Single storey, four bedrooms, kitchen, lounge, bathroom and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1429.)

Case 18049/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Solomon Mogale**, First Defendant, and **Malomile Julia Mogale**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, on 2 December 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 1081, Phola Township, Registration Division JS, Transvaal, measuring 387 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL53571/91.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1888.)

Case 18752/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Majobo Samuel Xhangu**, Defendant

A sale in execution of the undermentioned property is to be held in front of the main entrance to the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark, on 2 December 1994 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building 5, Genl. Hertzog Street, Vanderbijlpark, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Portion 20 (a portion of Portion 11), Erf 9, Evaton Small Farms, Registration Division IQ, Transvaal, measuring 440 square metres, held by virtue of Deed of Transfer T41833/92.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1927.)

Case 2575/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ramatladi Simon Kutu**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff Wonderboom, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on 2 December 1994 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address and will be read out by the Sheriff prior to the sale in execution.

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

Property: All the right, title and interest to the leasehold in respect of Erf 5703, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 301 square metres, held under Certificate of Registered Grant of Leasehold TL71438/89, known as 5703, Section Q, Mamelodi.

Improvements: Two bedrooms, lounge/dining-room, kitchen and outside toilet.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1028.)

Case 59588/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hendrik Jacobus van der Merwe**, Defendant

A sale in execution will be held on 22 November 1994 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of:

Section 55, as shown and more fully described on Sectional Plan SS428/91, in the building known as Park Villa, situated in the township Sunnyside, Pretoria, Local Authority Pretoria City Council, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title, ST.51109/93, known as 503 Park Villa, 90 Troye Street, Sunnyside, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Simplex, highrise, lounge, dining-room, kitchen, bedroom, bathroom, w.c., garden, recreation room, undercover parking, pavings, walls and BBQ.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff Attorney. (Ref. M. R. Stolp/RH/M.1109.)

Case 16783/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Elsabe Rall**, Defendant

A sale in execution will be held on 22 November 1994 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of:

Section 32, as shown and more fully described on Sectional Plan SS.84/81 in the building known as Keurboom, situated in the Township Arcadia, Pretoria, of which the floor area according to the said Sectional Plan is 127 square metres in extent, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendants under Certificate of Registered Sectional Title ST84/81 (32) (Unit), known as 405 Keurboom, 714 Schoeman Street, Arcadia, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Duplex, lounge, kitchen, two bedrooms, bathroom, shower, w.c. enclosed balcony, garden, drying area and parking.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. M. R. Stolp/RH/M.9301.)

Case 62256/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johnny Johannes Jacobus Solomons**, First Defendant, and **Lorraine Marie Solomons** Second Defendant

A sale in execution will be held on 22 November 1994 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of:

Erf 3936, situated in the Township Eersterust Extension 6, Registration Division JR, Transvaal, measuring 480 square metres, held by the Defendants by virtue of Deed of Transfer T61216/88, known as 155 Rangers Avenue, Eersterust Extension 6.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, fitted carpets, tiles, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, double garages, courtyard, brick walls and screen walls.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North-East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. M. R. Stolp/RH/M.8836.)

Case 24236/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Amelia Grannum**, Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 30 September 1994, namely:

Certain Erf 449, Crystal Park, Registration Division IR, Transvaal, situated at 12 Torque Street, Crystal Park, Benoni.

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

The following conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 24th day of October 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01729.)

Case 22963/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mamorobela Lawrence Mohlala**, First Defendant, and **Nneneng Maria Mohlala**, Second Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter by the above Honourable Court, on 5 October 1994, namely:

Certain right of leasehold in respect of Erf 429, Wattville, Registration Division IR, Transvaal, situated at 429 Monare Street, Wattville, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 24th day of October 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01708.)

Case 25242/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moffat Dhludhlu**, First Defendant, and **Pretty Maureen Dhludhlu**, Second Defendant

Notice is hereby given that on 24 November 1994 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 5 October 1994, namely:

Certain right of leasehold in respect of Erf 1709, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1709 Etwatwa Extension 2, Benoni.

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, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 24th day of October 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01750.)

Saak 8135/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Bankorp Beperk**, Eiser, en **H. R. van Rooyen**, Eerste Verweerder, en **R. J. van Rooyen**, Tweede Verweerder, en **D. G. van Rooyen**, Derde Verweerder

Ingevolge 'n uitspraak in die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en 'n lasbrief tot uitwinning gedateer 30 November 1993, verkoop ons die ondergemelde onroerende eiendom per geregtelike verkoping op Donderdag, 24 November 1994 om 10:00, te kantoor van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder sonder enige voorbehoud onderhewig aan die verkoopvoorwaardes wat ter insae lê by die kantoor van die Balju, Pretoria-Wes, naamlik:

Woonhuis geleë te Gedeelte 1 van Erf 150, in die dorpsgebied Booyens (PTA), Registrasieafdeling JR, Transvaal.

Terme: Streng kontant of bankgewaarborgde tjeks.

Geteken te Pretoria op hierdie 27ste dag van November 1994.

Joubert & Carstens, Prokureurs vir Eiser, Posbus 11198, Pretoria, 0001. (Tel. 322-2560.)

Saak 35142/91

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Applikant, en **Mark Raymond Taylor**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 4 Februarie 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 25 November 1994 om 10:00, by die kantore van die Balju, Germiston, te Vierde Verdieping, Standard Towers, Presidentstraat 247, Germiston, aan die hoogste bieder:

Erf 92, Kloppepark-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Saffirstraat 6, Kloppepark, Germiston, groot 545 (vyf vier vyf) vierkante meter.

Sonering: Woonhuis, gehou kragtens Akte van Transport T2612/1983.

Die reserweprys is R Geen; onderworpe aan bekragtiging in terme van Klousule 16 van die verkoopvoorwaardes.

Die eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet en is omhein met betonmure.

Terme en voorwaardes:

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 (tien) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Geteken te Johannesburg op hierdie 21ste dag van Oktober 1994.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. AvAswegen/db/T16.)

Saak 33923/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Applikant, en **Avac (Edms.) Bpk.**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 9 Junie 1994, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 23 November 1994 om 14:30, by die kantore van die Balju te Halfway House te Nortview Eenheid 2, Richardsrylaan 45, Halfway House, aan die hoogste bieder:

Erf 434, Commercia-uitbreiding 9-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Rodweilerstraat 434, Commercia-uitbreiding 9, Midrand, groot 1 250 (een twee vyf nul) vierkante meter, sonering Industriële Perseel, gehou kragtens Akte van Transport T73172/92.

Die reserweprys is onderworpe aan bekragtiging in terme van klousule 16 van die verkoopvoorwaardes.

Die eiendom bestaan uit: Vakante Erf.

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Geteken te Johannesburg op hierdie 14de dag van Oktober 1994.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax (011) 331-9700.] (Verw. A. van Aswegen/db/A/A9.)

Saak 13760/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **F. de F. Gordinho**, Eerste Eksekusieskuldenaar, en **mev. M. G. Gordinho**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 24 Februarie 1994, en 'n lasbrief vir eksekusie gedateer 10 Maart 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshof, Harpurilaan, Benoni, op Woensdag, 23 November 1994 om 11:00:

Erf 3785, Benoni-uitbreiding 10-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 922 vierkante meter, gehou kragtens Akte van Transport T2660/1983, geleë te Derwentstraat 80, Farrarmere, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer, badkamer met aparte toilet. Buitegeboue bestaande uit enkel motorhuis en 'n swembad.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Liverpool Park 12, Liverpoolweg, Benoni:

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping;

3.2 die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni hierdie 26ste dag van Oktober 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72; Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens CC2522.)

Saak 20041/93

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 **Willibald Graf**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 26 Oktober 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Noord-oos, op 22 November 1994 om 10:00, te Verkooplokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere: Gedeelte 15 ('n gedeelte van Gedeelte 3) van Erf 106, in die dorp East Lynne, met straatadres bekend as Lanhamstraat 32, East Lynne, groot 4 188 (vierduisend eenhonderd agt-en-tagtig) vierkante meter.

Die eiendom is 'n onbeboude perseel met woonstelregte.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN (FF 0136.))

Case 24451/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ncobo Madhlenkosi Amon**, First Defendant, and **Ncobo Busisiwe Daphne**, 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, 24 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, at the office of the Sheriff for the Supreme Court, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Erf 4866, Chiawelo Extension 2 Township, Registration Division IR, Transvaal, measuring 356 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL1440/91, being 4866 Chiawelo, Soweto.

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

The dwelling consists of dining-room, two bedrooms, bathroom, separate w.c. and kitchen.

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.

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 11th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75760/Mr McCallum/Ms Isolar/plr.)

Case 17568/94
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 **Gomes Willem Nicolas**, Defendant

In execution of 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, 29 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 294, Meyersdal Extension 2 Township, Registration Division IR, Transvaal, measuring 1 230 m², held by the Defendant under Deed of Transfer T41043/1990, being 1 Homeria Crescent, Meyersdal.

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

The dwelling consists of entrance hall, lounge, w.c., kitchen, scullery, laundry, dining-room, family room, play room, breakfast room, four bedrooms, two bathrooms/w.c./shower, three garages, servant's room and outside bathroom/w.c.

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.

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 12th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99087/Mr McCallum/Ms Isolar/cvdm.)

Case 19791/94
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 **Juckers Aaltje Jantje**, First Defendant, and **Juckers Albertus**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 29 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, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1346, Brackenhurst Extension 1 Township, Registration Division IR, Transvaal, measuring 1 487 m², held by the Defendants under Deed of Transfer T27133/1980, being 40 McBride Street, Brackenhurst, Alberton.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, four bedrooms, study, bathroom/w.c., bathroom, separate w.c., double garage, servant's quarters and outside bathroom/w.c.

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.

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 12th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98997/Mr McCallum/Ms Isolar/cvdn.)

Case 20685/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Garthwaite David**, First Defendant, and **Garthwaite Jean 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 29 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, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 1646, Verwoerdpark Extension 3 Township, Registration Division IR, Transvaal, measuring 900 m², held by the Defendants under Deed of Transfer T15155/1988, being 41 Rubenstein Street, Verwoerdpark Extension 3.

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, bathroom/w.c., separate w.c./bathroom/shower, kitchen, carport and outside w.c.

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.

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 12th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99768/Mr McCallum/Ms Isolar/cvdn.)

Case 13221/94
PH 267

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

In the matter between **Syfrets Bank Limited**, Plaintiff, and **Techniproperties Close Corporation**, First Defendant, **McNeil, Michael Duncan**, Second Defendant, **Bullen, Christopher Henry**, Third Defendant, and **Techni Projects Close Corporation**, 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 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 29 November 1994 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

The right of leasehold in respect of remaining extent of Erf 583, Ferndale Township, Registration Division IQ, Transvaal, measuring 1 672 m² (one thousand six hundred and seventy-two), held by the First Defendants under Deed of Transfer T50135/1993, being 393 Surrey Avenue, Ferndale.

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

The dwelling consists of a single storey dwelling comprising three bedrooms, two bathrooms, lounge, dining-room, family room, breakfast nook, kitchen, pantry, scullery, study, two store-rooms, double garage, servant's room with bathroom and a guest 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.

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 7th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 197527/Mr Nesbit/ca.)

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 **Ciorovich Spiro Matthew**, First Defendant, and **Ciorovich Annelie 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 22 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1954, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, measuring 1 539 square metres, held by the Defendants under Deed of Transfer T42785/93, being 75 Boerbok Street, Albertsdal Extension 7, Alberton.

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

The dwelling consists of: Lounge, dining-room, family room, two bedrooms, kitchen, bathroom/w.w., separate w.c./shower and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96488/FCLS/Ms Glyn/Mr Brewer/hs.)

Case 14127/92

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Clucas Robert Hugh**, First Defendant, and **Clucas Loretta 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 22 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 168, Verwoerdpark Township, Registration Division IR, Transvaal, measuring 991 square metres, held by the Defendants under Deed of Transfer T29442/87, being 22 Keurboom Street, Verwoerdpark, Alberton.

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

The dwelling consists of: Entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms/w.c., kitchen, scullery, double garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48546/FCLS/Ms Glyn/Mr Brewer/hs.)

Case 25143/91

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 **Kenealy Breda Mary**, First Defendant, and **Kenealy Timothy Michael**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 22 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 769, Blairgowrie Township, Registration Division IQ, Transvaal, measuring 1 171 square metres, held by the Defendants under Deed of Transfer T10325/77, being 3 Nola Circle, Blairgowrie, 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, four bedrooms, two bathrooms/shower/w.c., bar, kitchen, laundry, servants' room, bathroom/w.c. and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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. Z31066/Mr McCallum/Ms Isola/plr.)

Case 15654/94

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 **Maharaj Rajesh**, First Defendant, and **Maharaj Usha**, 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, 24 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:

Erf 731, South Hills Extension 1 Township, Registration Division IR, Transvaal, measuring 496 square metres, held by the Defendants under Deed of Transfer T592/93, being 23 Letaba Street, South Hills Extension 1.

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., separate w.c., kitchen, garage, servants' 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98503/Mr McCallum/Ms Isola/plr.)

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **L. N. Pitzar**, Eerste Eksekusieskuldenaar, en **L. Pitzar**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 24 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 1014, Seksie 34 (Gedeelte 33) Laurahof, Norkem Park-uitbreiding 2, Registradieafdeling IR, Transvaal, transportakte gehou onder Titelakte ST98659/93, grootte 61 (een-en-sestig) vierkante meter, ook bekend as Seksie 34 (Gedeelte 33) Laurahof, Norkem Park-uitbreiding 2.

Beskrywing: Woning bestaande uit sitkamer, kombuis, badkamer, toilet, twee slaapkamers, motorhuis en motoroprit, alles onder 'n teëldak. Die eiendom is ten volle omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 19de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1270.)

Case 0137/94
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 **Ngwenya Shadrack Shati**, First Defendant, and **Ngwenya Rose Francina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 22 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, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 289, Spruit View Extension 1 Township, Registration Division IR, Transvaal, measuring 593 square metres, held by the Defendants under Deed of Transfer T25294/89, being Stand 289, Dr Z Nogantshi Crescent, Spruitview, Alberton.

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

The dwelling consists of: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and bathroom/shower/w.c.

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95137/Mr Preiss/kw.)

Case 2837/94
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 **Shongolo Ben 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 22 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:

The right of leasehold in respect of Lot 304, Ramakonopi Township, measuring 345 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL30915/85, being 304 Ramakonopi Section, Katlehong, Alberton.

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

The dwelling consists of: Lounge, kitchen, dining-room, two bedrooms and bathroom/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, 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.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91976/Mr Preiss/kw.)

Case 2839/94
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 **Ngwenya, John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 22 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:

The right of leasehold in respect of Stand 645 AP Khumalo Township, Registration Division IR, Transvaal, measuring 273 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL3466/93, being 645 AP Khumalo, Katlehong, Alberton.

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

The dwelling consists of: Two bedrooms, lounge, kitchen and bathroom/w.c.

Terms: 10% (ten per 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 30th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92124/Mr Preiss/kw.)

Case 14210/94
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 **Cook, Frank MacLaughlin**, First Defendant, and **Weideman, Marita Estelle**, 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, 24 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:

Erf 285, Berea Township, Registration Division IR, Transvaal, measuring 495 square metres, held by the Defendants under Deed of Transfer T7349/1993, being 70 Olivia Road, Berea.

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

The dwelling consists of: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/shower/w.c., pantry, garage, two store-rooms, servants' 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, 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.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96470/Mr McCallum/Ms Isola/hs.)

Case 13828/94

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Van Tonder, Petrus Phillipus**, First Defendant, and **Van Tonder, Maria Magdalena**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 22 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1132, Verwoerdpark Extension 4 Township, Registration Division IQ, Transvaal, measuring 942 square metres, held by the Defendants under Deed of Transfer T46770/1992, being 16 Noord Street, Verwoerdpark Extension 4.

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

The dwelling consists of: Entrance hall, lounge, dining-room, three bedrooms, kitchen, two bathrooms/w.c., outside w.c. and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97559/Mr McCallum/Ms Isola/hs.)

Case 02695/94

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Palframan Colin**, First Defendant, **Lau Julie U Fang**, 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, 24 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.

Erf 120, Kibler Park Township, Registration Division IQ, Transvaal, measuring 1 482 m², held by the Defendants under Deed of Transfer Number T35335/91, being 2 Carol Road, Kibler Park, Johannesburg.

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

The dwelling consists of: Entrance hall, lounge, dining-room, study, family room, three bedrooms, kitchen, bathroom/w.c., double garage, servant's room, laundry, 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 5th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92319/Mr McCallum/Ms Isola/hs.)

Case 16357/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Abrahamse Leslie James**, First Defendant,
Abrahamse Gary John, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court of Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, at 10:00, on Friday, 25 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 516, Witkoppen Extension 6 Township, Registration Division JR, Tansvaal, 960 square metres, situation 7 Emerald Street, Witkoppen Extension 6, Sandton.

Improvements: (Not guaranteed). Single-storey dwelling under tiles consisting of entrance area, lounge, dining-room, kitchen, pantry, three bedrooms, dressing area, two bathrooms, shower, two toilets, floor covering - fitted carpets/tiles/Novilon; outbuildings - two carports.

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

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. Le Motte/ij/N3109.)

Case 10749/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cruz Francisco Manuel Ramos**, Defendant

In execution of 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, 24 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 110, Kensington Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T8497/90, being 14 Boxer Street, Kensington.

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

The dwelling consists of: Entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms/shower/w.c., single garage, play room, bar room, 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 maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the fifth day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96135/Mr McCallum/Ms Isola/hs.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Khoza Mokete Philemon**, First Defendant, and **Nkutha Paulina Nomsa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 182 Leeupoort Street, Boksburg, on Friday, 25 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 1535, Dawn Park Extension 24 Township, Registration Division IR, Transvaal, measuring 828 square metres, held by the Defendants under Deed of Transfer T77812/93, being 30 Stanton Street, Dawn Park Extension 24, Boksburg.

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

The dwelling consists of: Entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., separate w.c./shower, kitchen and two servants' rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98539/Mr McCallum/Ms Isola/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 **Swart David Nicholas**, Defendant

In execution of 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, 24 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 285, Turffontein Township Registration Division IR, Transvaal, measuring 495 square metres, held by the Defendant under Deed of Transfer T4650/1992, being 155 and 155A Donnelly Street, Turffontein.

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

The dwelling consists of: Entrance hall, lounge, two bedrooms, two bathrooms/w.c., kitchen, dining-room, 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74539/Mr McCallum/Ms Isola/hs.)

Case 4139/93
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 **Smit Andries Henry**, First Defendant, and **Smit Ploonaah**, 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 entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 25 November 1994 at 14:15, 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, Randfontein, at 40 Park Street, Randfontein:

Erf 889, Toekomsrus Township, Registration Division IQ, Transvaal, measuring 357 square metres, held by the Defendants under Deed of Transfer T35669/1990, being 30 Aries Street, Toekomsrus.

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

The dwelling consists of: Lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63379/FCLS/Mr Brewer/djl.)

NOTICE OF SALES IN EXECUTION

(Alberton Magistrate's Court)

All the sales in execution are to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 23 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 Number: 6935/92

Judgment Debtor/s: **Mavis Zodwa Apolis**

Property: Right of leasehold over Erf 2036 (formerly Erf 672), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2036 (formerly Erf 672), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising one room other than kitchen and toilet.

Reference: MA0026.

Case Number: 9359/91

Judgment Debtor/s: **Dumisani Ben Hlatshwayo**

Property: Right of leasehold over Erf 11063 (formerly Erf 392), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11063 (formerly Erf 392), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MH0003.

Case Number: 4232/93

Judgment Debtor/s: **Mandla Samuel Lubbe** and **Sonia Sizakhele Lubbe**

Property: Right of leasehold over Erf 282, Mngadi Township, Registration Division IR, Transvaal, situated at Erf 282, Mngadi, Katlehong.

Improvements: Brick built outbuildings consisting of double garage, two rooms and bathroom.

Reference: ML0020.

Case Number: 4595/94

Judgment Debtor/s: **Mfana Albert Mabuza and Tholem Dora Mabuza**

Property: Right of leasehold over Erf 2468 (formerly Erf 242), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2468 (formerly Erf 242), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising two rooms other than kitchen and bathroom.

Reference: MM0634.

Case Number: 4064/90

Judgment Debtor/s: **Nareswana William Marape and Thoko Irene Marape**

Property: Right of leasehold over Erf 2797 (formerly Erf 4), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2797 (formerly Erf 4), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen with outbuildings of a similar construction comprising toilet.

Reference: MM0714.

Case Number: 5034/90

Judgment Debtor/s: **Nkosinathi Samuel Mchunu**

Property: Right of leasehold over Erf 117, Ndhrazi Township, Registration Division IR, Transvaal, situated at Erf 117, Ndhrazi, Katlehong.

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, servants' quarters and toilet.

Reference: MM3868.

Case Number: 4596/94

Judgment Debtor/s: **Mathambo Absolom Mhlongo**

Property: Right of leasehold over Erf 1026, A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 1026, A P Khumalo, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising one room other than kitchen with outbuildings of a similar construction comprising toilet.

Reference: MM0619.

Case Number: 4011/94

Judgment Debtor/s: **Louis Ndlovu, Nocawe Florence Ndlovu and Gloria Ndlovu**

Property: Right of leasehold over Erf 132, Makula Township, Registration Division IR, Transvaal, situated at Erf 132, Makula, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

Reference: MN0194.

Case Number: 35/92

Judgment Debtor/s: **Jabulile Eunice Phakati N.O.**

Property: Right of leasehold over Erf 654, Monise Township, Registration Division IR, Transvaal, situated at Erf 654, Monise, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom.

Reference: MP0011.

Case Number: 7555/92

Judgment Debtor/s: **Mabote Joseph Pitso and Malefu Anna Pitso**

Property: Right of leasehold over Erf 2039 (formerly Erf 675), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2039 (formerly Erf 675), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising two rooms other than kitchen and one and a half bathroom with outbuildings of a similar construction comprising toilet.

Reference: MP0009.

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 18825/94
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 **Potgieter Johannes Matheys**, First Defendant, and **Potgieter Hester Adriana**, 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, 24 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 5, Sonlandpark Township, Registration Division IQ, Transvaal, measuring 1 215 m², held by the Defendants under Deed of Transfer T69239/1992, being 1 Frikkie Els Street, Sonlandpark.

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, servant's room, store-room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99620/FCLS/Mr Brewer/djl.)

Saak 10606/94

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Ryle, N. E.**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 24 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 460, Seksie 18, Edzeen Villa, Kempton Park-uitbreiding 2, Registrasieafdeling IR, Transvaal, gehou onder Titellakte ST61312/93, grootte 44 (vier-en-veertig) vierkante meter, ook bekend as Eenheid 18, Edzeen Villa, Kempton Park-uitbreiding 2.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, badkamer, toilet en twee slaapkamers, alles onder 'n sinkdak.

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 18de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1364.)

Saak 7850/94

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **A. Stewart**, Eerste Eksekusieskuldenaar, en **C. Stewart**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 24 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 2393, Seksie 56, Jean Gardens, Kempton Park-uitbreiding 8, Registrasieafdeling IR, Transvaal, gehou onder Titellakte ST 8119/94, grootte 75 (vyf-en-sewentig) vierkante meter, ook bekend as Eenheid 56, Jean Gardens A6, Kempton Park-uitbreiding 8.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, twee badkamers, twee toilette en twee slaapkamers, alles onder 'n sinkdak, swembad en motorafdak.

Die eiendom is ten volle omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 19de dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1252.)

Saak 6706/94

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **G. Smoczynski**, Eerste Eksekusieskuldenaar, en **W. K. Delekta**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 24 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 1071, Birch Acres-uitbreiding 3, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T50729/93, grootte 915 (negehoonderd en vyftien) vierkante meter, ook bekend as Erf 1071, Krombekstraat 59, Birch Acres-uitbreiding 3.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, twee badkamers, drie slaapkamers, twee toilette, twee motorhuise, swembad en 'n motor oprit, alles onder 'n teëldak. Die eiendom is tenvolle omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans 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 20ste dag van Oktober 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1213.)

Case 2356/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **A. P. O'Neale**, First Defendant, and **D. L. O'Neale**, Second Defendant

On 23 November 1994 at 10:00, a public auction will be held at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court on this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in certain Erf 1532, Mayberry Park Township, also known as 15 Greinhout Street, Mayberry Park, Alberton, measuring 1 032 (one thousand and thirty-two) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A single storey residence consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room, garage and a swimming-pool.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within 14 days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 12th day of October 1994.

B. L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/11078/NEDC/0.)

Case 6477/94
PH 109

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

In the matter between **Larsen, Johs Larsen**, First Applicant, and **Larsen, Deborah**, Second Applicant, and
Property Options (Pty) Ltd, Respondent

On Wednesday, 23 November 1994 at 10:00, the undermentioned property will be sold in execution at 22B Ockerse Street, Krugersdorp, to the highest bidder;

Certain: Right of leasehold in respect of Erf 2120, Krugersdorp, Registratin Division Ir, Transvaal, situated at Property Options (Pty) Ltd, Carlana Building, corner of Fontein and Human Streets, Krugersdorp. The property is zoned Residential.

1. The sale shall be without reserve for rands, and the property shall, subject to the Supreme Courts Act, No. 59 of 1959, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall as soon as possible after the sale and immediately on being requested by the Sheriff sign the conditions of sale which can be inspected at the offices of the Sheriff of the Supreme Court, Krugersdorp, 22B Ockerse Street, Krugersdorp.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price plus Sheriff's commission on the date of sale and the balance plus interest at the rate of 15,25% (fifteen coma two five per centum) per annum, to be secured by acceptable guarantees within 14 (fourteen) days of the date of sale.

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

5. The risk and benefit in and to the property shall pass to the purchaser on the date of possession of the property.

6. No warranty is given in relation to the nature or description of the property.

7. Failing compliance with the provisions of the conditions of sale the Execution Creditor shall be entitled to cancel the sale on written notice to the effect, and the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in paragraph 3 above without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Johannesburg this 24th day of October 1994.

Goldman Judin & Werner, Plaintiff's Attorneys, First Floor, Village Walk, Maude Street, Sandton; P.O. Box 78662, Sandton, 2146. (Tel. 883-8368/9.); C/o Kassel Sklaar & Cohen, 58 Oxford Road, Riviera. (Tel. 883-5667.) (Ref. Ms P. Terner/ma/L14444.EXE.)

Case 2944/93

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Pieter Carel Reyneke**, First Defendant, and **Magdalena Elizabeth Reyneke**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 1 June 1993, the following property will be sold in execution on 30 November 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

Erf 382, Dan Pienaarville Extension 1 Township, Registration Division IQ, Transvaal, in extent 788 (seven hundred and eighty-eight) square metres, held by the Defendants under Deed of Transfer T52748/1992, known as 32 Pienaar Street, Dan Pienaarville Extension 1, Krugersdorp, upon which is erected a detached single storied dwelling under tile roof consisting of three bedrooms, two bathrooms, kitchen, dining-room, family room and lounge. The outbuildings comprise a single garage, two carports and servants' quarters.

No guarantee is however given in respect of the foregoing description.

Terms: R12 800,00 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorneys, First Floor, Mutual and Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 1436/94

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

In the matter between **Town Council of Krugersdorp**, Execution Creditor, and **O. F. Patel**, First Execution Debtor, and **Z. B. Patel**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 20 May 1994, the following property will be sold in execution on Wednesday, 30 November 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 1309, Krugersdorp Township, Registration Division IQ, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T48427/1988, known as 20 Ockerse Street, Krugersdorp, upon which there is said to be erected, a shop consisting of offices. The outbuildings consist of a workshop and double garage and the roof is of iron.

The property is zoned Industrial 1.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual and Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. AVDBERG/Mrs Wentzel/K2206.)

Case 22231/94
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Defendant, and **Mervyn, Hugh Sher N.O.**, First Defendant, and **Mervyn, Hugh Sher**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Sandton, Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, on 25 November 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Sandton, Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown:

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

Single-storey dwelling-house under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two toilets.

Being: Stand 511, Witkoppen Extension 6, situated at 511 Angelica Avenue, Witkoppen Extension 6, measuring 1 041 square metres, Registration Division JR, Transvaal, held by the Mervyn Hugh Sher Family Trust under Title Deed T20817/94.

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

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

Dated at Randburg this 17th day of October 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; c/o Van der Westhuizen Crouse & Venter, Ninth Floor, Budget House, 42 Kerk Street, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 10961/94
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **482 Sunninghill Extension 2 CC**, First Defendant, and **Mandlenkosi Garlick Oscar Mazizi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Halfway House, Unit 2, Northview, 45 Richards Drive, Halfway House, on 23 November 1994 at 14:30, of the undermentioned property of the First Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Halfway House, Unit 2, Northview, 45 Richards Drive, Halfway House:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Double storey dwelling-house under tiled roof consisting of lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two showers, three toilets, bidet, entrance hall, family room, TV-room, two garages, servant's room with shower and toilet and swimming-pool.

Being 482 Sunninghill Extension 2, situated at 2 Kitale Close, Sunninghill Extension 2, measuring 1 532 square metres, Registration Division IR, Transvaal, held by the First Defendant under Title Deed T33638/90.

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

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

Dated at Randburg this 14th day of October 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; C/o Van der Westhuizen Crouse & Venter, Ninth Floor, Budget House, 42 Kerk Street, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 92600/93
PH 198

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

In the matter between **Tanmor Court Body Corporate**, Plaintiff, and **Praveeta Property Investments CC**, Defendant

Pursuant to a judgment of the above Honourable Court dated 6 October 1994 and a warrant of execution dated 29 October 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder, on 9 December 1994 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg:

Unit 1, as shown more fully described on Sectional Plan 48/1982, in the building or buildings known as Tanmor Court of which the floor area according to the sectional plan is 45 square metres, known as Flat 5, Tanmor Court, 48 Soper Road, Berea, Johannesburg.

Material conditions of sale:

- (a) The sale will be held by public auction and will be voetstoots.
- (b) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the office of the Messenger of Court, Johannesburg East.
- (c) The purchaser shall pay all the amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, levies, interest, etc.
- (d) The purchase price shall be paid at 10% (ten per cent) thereof on the day of sale and the unpaid balance together with the interest thereon to date of registration of transfer shall be paid or secured by an unconditional or approved bank or building society guarantee within 14 days of the date of the sale to the messenger of the Court.

Dated at Johannesburg on this the day of October 1994.

Bertha Pencharz, 222 Yorkshire House, Rissik and Marshall Streets; P.O. Box 1147, Johannesburg. (Tel. 834-8331.) (Ref. Miss Leitaio.)

Case 23205/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Carol Ann Orr**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Sandton at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on 25 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 Erf 66, Lyme Park Extension 4 Township, Registration Division IR, Transvaal, area 1 500 square metres, situation 1 Aronsohn Road, Lyme Park Extension 4.

Improvements (not guaranteed): A house under tiled roof consisting of an entrance hall, four bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, two garages, swimming-pool, servants' quarters and ablutions with brick walls around the property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 6th day of October 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/50054.)

Case 5864/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Simpson, Jane**, 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 offices of the Sheriff of the Supreme Court for Midrand, Unit 2, Northview, 45 Richards Drive, Halfway House, on Wednesday, 23 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 of the Supreme Court, prior to the sale:

Certain sectional title, Section 35, as more fully described on Sectional Plan SS608/92, in the scheme known as La Ruth, an undivided share in the common property, and an exclusive use area described as a Carport P35, Local Authority of Midrand, area 63 square metres, situated Unit 35, La Ruth, Gustav Preller Avenue, Vorna Valley, Midrand.

Improvements (not guaranteed): Sectional title single storey semi-detached face brick unit under tiles, consisting of three rooms, kitchen and bathroom, fitted carpets/tiles, swimming-pool in complex and brick walling.

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

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

Dated at Johannesburg on the 4th day of October 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr Le Mottee/IJ/FN3146.)

Case 20051/93

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

In the matter between **Nedcor Bank Limited**, trading *inter alia* as Nefic, Plaintiff, and **Viendonnda Residential CC**, First Defendant, and **Gordon, Hiliard Naphtali**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Johannesburg Central, 131 Marshall Street, Johannesburg, on Thursday, 24 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 Erven 234 and 236, Berea Township, Registration Division IR, Transvaal.

Area: Each erf measuring 495 square metres, situation 25 and 27 Abel Roads, between Fife and Tudhope Avenues, Berea, Johannesburg.

Improvements (not guaranteed): Well maintained residential hotel building constructed on round and one upper floor level. Ground floor level comprises a reception lobby, bar/disco, toilet facilities for males and females, second bar which accommodates pool tables, kitchen and storage facilities. First floor level comprises 20 rooms with bathrooms.

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

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

Dated at Johannesburg on the 12th day of October 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. F. Daly/ij/NW1106.)

Case 22215/94
PH 630

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, Plaintiff, and **Pesci, Gianni Raul**, First Defendant, and **Pesci, Maria Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 24 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, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Portion 4 of Lot 469, Eastleigh Township, Registration Division IR, Transvaal, measuring 1 238 m², held by the Defendants under Deed of Transfer T20041/1992, being 9 Main Road, Eastleigh, Edenvale.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom, separate w.c., bathroom/w.c./shower, kitchen, two garages, 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 20th day of October 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01140/Mr Livingstone/le.)

Case 24760/94
PH 630

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
Cass, Colin Maxwell, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 182 Leeupoort Street, Boksburg, on Friday, 25 November 1994 at 11:15, of the undermentioned immovable property of the Defendant, 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 2004, Sunward Park Extension 4 Township, Registration Division IR, Transvaal, measuring 1 305 m² (one thousand three hundred and five) square metres, held by the Defendant under Deed of Transfer T49480/1992, being 52 Bertlacey Drive, Sunward Park Extension 4, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom, separate toilet and toilet and shower, kitchen, garage and study.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of October 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (DX 589 Jhb.) (Ref. Z01175/Mr Georgiades/md.)

Case 19212/94
PH 630

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, Plaintiff, and
Lamprecht, Adriaan Johannes, First Defendant, and **Lamprecht, Gerda Marie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 24 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:

Erf 1229, Rosettenville Extension Township, Registration Division IR, Transvaal, measuring 519 m² (five hundred and nineteen) square metres, held by the Defendants under Deed of Transfer T55664/1993, being 44 Albert Street, Rosettenville, Johannesburg.

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 with toilet, kitchen, garage, staff room 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 4th day of October 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (DX 589 Jhb.) (Ref. Z01052/Mr Georgiades/md.)

Case 21488/94
PH 630

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 **Mncube, Mandla Henry**, First Defendant, and **Mncube, Nomonde Leonora**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 24 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, the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 333, Pimville, Zone 7, Registration Division IQ, Transvaal, measuring 323 m², held by the Defendants under Certificate of Right of Leasehold TL3251/1986, being 333 Zone 7, Pimville.

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., bathroom, kitchen, garage, three servants' rooms, store-room and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 7th day of October 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (DX 589 Jhb.) (Ref. Z01124/Mr Livingstone/le.)

Case 20448/94
PH 630

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 **Shirley, Suzanne Mary Brent**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 24 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, the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Erf 1660, Blairgowrie Township, Registration Division IQ, Transvaal, measuring 1 094 m², held by the Defendant under Deed of Transfer T6483/1994, being 19 Caithness Drive, Blairgowrie.

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

The dwelling consist of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., separate w.c./shower, kitchen, laundry, two carports, store-room, w.c./shower and study.

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

The purchaser shall, on the day of 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 6th 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. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01077/Mr Livingstone/le.)

Case 19954/94

PH 630

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, Plaintiff, and
Sambo, Nonhlanhla Ruth, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 24 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:

Portion 10 of Erf 701, Elandspark Township, in the District of Johannesburg, Registration Division IR, Transvaal, measuring 674 m², held by the Defendant under Deed of Transfer T5385/1994, being 7 Micro Street, Elandspark.

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

The dwelling consists of a lounge, two bedrooms, bathroom with toilet, separate toilet, 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 28th day of 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. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01060/Mr Livingstone/le.)

Case 22616/94

PH 630

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, Plaintiff, and
Byleveld, Jan Dirk Heyns, First Defendant, and **Byleveld, Pieterella Sagarya**, 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 Street, New Redruth, Albertyon, on Tuesday, 29 November 1994 at 10:00, of the undermentioned immovable property of the Defendants, 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, the office of the Sheriff for the Supreme Court, Albertyon, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Albertyon:

Erven 242 and 243, Alrode South Extension 5 Township, Registration Division IR, Transvaal, measuring 1 556 m² (one thousand, five hundred and fifty-six square metres) and 1 559 m² (one thousand five hundred and fifty-nine square metres) respectively, held by the Defendants under Deed of Transfer T9293/93, being 9 and 11 Adamson Street, Alrode South Extension 5.

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

Erf 242 consists of offices, flats, shops and factories.

Erf 243, consists of a vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of 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. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01088/Mr Georgiades/md.)

Case 20291/93

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

In the matter between **Sutherland Van der Westhuizen & Van Tonder Inc.**, Plaintiff, and **Roos, Mr Johannes Gysbertus**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 May 1994, and subsequent warrant of execution, the following property will be sold in execution on 23 November 1994 at 10:00, at the offices of the Magistrate, Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenue, Blaigowrie, Randburg, namely:

Erf 144, 190 Barkston Drive, Blaigowrie, Randburg, also known as 190 Barkston Drive, Blaigowrie, Randburg, 2194; and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Randburg, 9 Elnarandhof, corner of Selkirk and Blaigowrie Drives, Blaigowrie, Randburg, and contain *inter alia* the following provisions:

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

Dated at Randburg on this 20th day of October 1994.

Sutherland Van der Westhuizen & Van Tonder Inc., 280 Oak Avenue, Ferndale, Randburg; P.O. Box 744, Randburg, 2125. (Tel. 886-2310.) (Ref. Mrs Meyer/S6305.)

Case 33680/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Greeff, Christian Lourens Gerhardus**, First Defendant, and **Greeff, Lourika**, Second Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the offices of the Sheriff, Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 18 November 1994 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Portion 12 of Erf 200, Witfield Township, Registration Division IR, Transvaal, measuring 1 365 (one thousand three hundred and sixty-five square metres), held by Deed of Transfer T35374/1989, situated at 45 Pitout Street, Ravensklip, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling, three bedrooms, lounge, kitchen, bathroom 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 or building society guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers' charges, payable on the date of sale, to 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) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Karolia-Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMM/hk/7300.778.)

Case 3614/94
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Judgment Creditor, and **Mokoatle, Keketso Bernard**, First Judgment Debtor, and **Ramatlo, Mokhotso Mabel**, Second 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, 131 Marshall Street, Johannesburg, on 24 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

1. Certain Erf 2650, Protea Glen Extension 2, Local Authority, Soweto, Registration Division IQ, Transvaal, measuring 267 (two hundred and sixty-seven) square metres, held by virtue of Deed of Transfer TE6295/1993 and corresponding to the street address 2650 Protea Glen Extension 2, Soweto, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge, kitchen, bathroom, toilet, two bedrooms and a slate roof (mesch fencing).

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) 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 13th day of October 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. B. Garven/fr/F571.)

**Case 86861/91
PH 3**

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Gordon Beresford Lello**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale of the undermentioned property will be held without a reserve price at the Magistrate's Court, Fox Street-entrance, Johannesburg, on 25 November 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is certain Erf 627, Auckland Park, situated at at Johannesburg Township, Johannesburg, measuring 669 (six hundred and sixty-nine) square metres, situated at 26 St Swithins Avenue, Auckland Park, Johannesburg, held by Deed of Transfer T24438/1981.

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

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.

Sheriff's charges calculated at 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 of the selling price of the property to be paid in cash on the date of sale.

Dated at Johannesburg on this the 20th day of June 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/S01998.)

**Case 5790/94
PH 3**

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

In the matter between **The Body Corporate of Parkleigh Court**, Plaintiff, and **Tovhowani Fanie Marema**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale of the undermentioned property will be held without a reserve in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, on 9 December 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is certain Section 10, in the scheme known as Parkleigh Court, situated at Johannesburg Township, Local Authority Johannesburg, measuring 116 (one hundred and sixteen) square metres, situated at 12 Parkleigh Court, 95 Wolmarans Street, Joubertpark, Johannesburg, held by Certificate of Registered Sectional Title ST15130/1993.

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

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.

Sheriff's charges calculated at 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 of the selling price of the property to be paid in cash on the date of sale.

Dated at Johannesburg on this the 17th day of Oktober 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/P00101.)

**Case 108942/93
PH 3**

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

In the matter between **The Body Corporate of Parkleigh Court**, Plaintiff, and **Mogalatjane Ignatious Maleka**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale of the undermentioned property will be held without a reserve in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, on 2 December 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is certain Section 50, in the scheme known as Parkleigh Court, situated at Johannesburg Township, Local Authority Johannesburg, measuring 123 (one hundred and twenty-three) square metres, situated at 62 Parkleigh Court, 95 Wolmarans Street, Joubertpark, Johannesburg, held by Certificate of Registered Sectional Title ST9738/1993.

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

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.

Sheriff's charges calculated at 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 of the selling price of the property to be paid in cash on the date of sale.

Dated at Johannesburg on this the 17th day of October 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/P00107.)

Case 27227/92
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Judgment Creditor, and **Molimisi Ernest Phefadi**, 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 24 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:

1. Certain section 6 as shown and more fully described under Sectional Plan SS77/86, in the scheme known as City Gardens, in Johannesburg Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said section plan is 37 (thirty-seven) square metres in extent; and

2. An undivided share in the common property in the scheme, a portion to the said section in accordance with the participation quota as endorsed by the said section plan; and

3. Corresponding to the street address 105 City Gardens, 49 Hancock Street, Joubert Park, 2001.

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

The above-mentioned property is a ground flat consisting of the following: Living-room (with build-in cupboard), bathroom and toilet, kitchen and a balcony.

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

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

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

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. N. Connell/fr/F404.)

Case 17777/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), and **Langa Josania Andria**, First Defendant, and **Langa Lizzie Xolile Jane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 182 Leeupoort Street, Boksburg, on Friday, 25 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 974, Vosloorus Township, Registration Division IR Transvaal, measuring 260 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL39169/88, being 974 Khumalo Street, Vosloorus, Boksburg.

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

The dwelling consists of three bedrooms, lounge, kitchen and bathroom/w.c.

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.

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 22nd day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71746/Mr Preiss/kw.)

Case 15879/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), and **Pitso Adolphine**, Defendant

In execution of 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, 25 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 1708, Dawn Park Extension 28 Township, Registration Division IR, Transvaal, measuring 840 m², held by the Defendant under Deed of Transfer T67975/92, being 44 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 three bedrooms, two bathrooms/w.c., lounge, dining-room, kitchen and outside 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.

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 22nd day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70121/Mr Preiss/kw.)

Case 34859/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Dilata, Noluthando Beauty**, Defendant

In execution of 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, 25 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 17800, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, measuring 273 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL21339/90, being 17800 Indlovu Street, Vosloorus Extension 25, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, lounge, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 22nd day of September 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70304/Mr Preiss/kw.)

Case 11344/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thwala, Sibumbu Daniel**, First Defendant, and **Thwala, Edith Marjorie Nomhale**, 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, 25 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 1725, Dawn Park Extension 31 Township, Registration Division IR, Transvaal, measuring 825 m², held by the Defendants under the Deed of Transfer T81680/91, being 15 Hassink Highway, Dawn Park Extension 31, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, three bedrooms, bathroom/w.c. and patio.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z68151/Mr. Preiss/kw.)

Case 12791/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nkabinde, Peter Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 25 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 193, Vosloorus Extension 5 Township, Registration Division IR, Transvaal, measuring 286 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL13161/92, being Stand 193, Vosloorus Extension 5, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, lounge, 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 the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96852/Mr. Preiss/kw.)

Case 17339/94
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 **Steffens, Edwin George Charles**, First Defendant, and **Steffens, Elizabeth Johanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 25 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 213, Vandyk Park Township, Registration Division IR, Transvaal, measuring 763 m², held by the Defendants under Deed of Transfer T31718/93, being 29 Akker Street, Vandyk Park, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., two carports, servants' quarters 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 the 27th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99334/Mr. Preiss/kw.)

Case 19304/93

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 **Makgabo, Mack Peni**, First Defendant, and **Makgabo, Rakgadi Gloria**, 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, 24 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 at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 638, Tembisa Extension 1 Township, Registration Division JR, Transvaal, measuring 387 m², held by the Defendants under Deed of Transfer TL40093/90, being 638 Hospital View, Tembisa, Kempton Park.

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. 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 the 30th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73283/Mr Preiss/kw.)

Case 19316/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Cele, Makhelwane Joshua**, First Defendant, and **Cele, Happiness Nohlanhla**, 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, 25 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 7611, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 307 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL18958/89, being 7611 Vosloorus Extension 9, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, bathroom/w.c., lounge and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72498/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 **Nkosi, Nozazile Joyce**, Defendant

In execution of 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, 25 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 549, Dawn Park Extension 2 Township, Registration Division IR, Transvaal, measuring 838 m², held by the Defendant under Deed of Transfer T19635/92, being 5 Inez Street, Dawn Park Extension 2, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, bathroom/w.c./shower, separate toilet, single garage, outside toilet and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 27th day of September 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92974/Mr Preiss/kw.)

Saak 4395/94

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

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Willem Petrus Verhoef**, Eerste Eksekusieskuldenaar, en **Gertruida Louise Verhoef**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 24 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 591, Cresslawn-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T10174/92, 1 117 (een-duisend eenhonderd-en-sewentien) vierkante meter, ook bekend as Turnerweg 59, Cresslawn, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, twee badkamers, twee toilette, drie slaapkamers, alles onder 'n teëldak, 'n motoroprit, motorhuis en 'n swembad.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir veroping 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 voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes word voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 7de 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/AB1146.)

Saak 246/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LEBOWAKGOMO GEHOU TE LEBOWAKGOMO

In die saak tussen **Ezekielmkitjelwa Masango**, Eiser, en **Machaba Francis Phaleng**, Verweerder

'n Openbare veiling met 'n reserweprys sal deur die Balju, Chuenespoort, Lebowakgomo, op 25 November 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Chuenespoort, Lebowakgomo, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Eienaarseenheid 401, Lebowakgomo.

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

Terme:

1. Die eiendom word verkoop met 'n 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 30 (dertig) dae aan die Balju.
3. Die eiendom word verkoop soos deur die titelaktes en kaart voorgestel.
4. Die eiendom word voetstoots verkoop.

Gedateer te Pietersburg op hierdie 26ste dag van Oktober 1994.

Naudé & Scheepers, Eerste Verdieping, Rampie Smitgebou, Hans van Rensburgstraat 41; Posbus 922 en 2746, Pietersburg. [Tel. (295-2094/5.) (Verw. C. Naudé/prf/SM0057.)]

Case 3594/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Michaela Mona Bernadette Hicks**, Defendant

In pursuance of a judgment and warrant of execution dated 7 October 1993, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 7 December 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Erf 1216, Rynfield Township, Registration Division IR, Transvaal, in extent 1 992 (one thousand nine hundred and ninety-two) square metres, held under Deed of Transfer T16022/1980, situated at 207 Pretoria Road, Rynfield, Benoni, which property has been zoned as Special Residential.

No warranty or undertaking is given in relation to the improvements which are described as follows: Part double-storey brick/tile.

Main building: Ground floor, lounge, dining-room, TV-room, entrance hall, kitchen and two w.c.'s. *First Floor:* Four bedrooms and two bathrooms/w.c. *Outbuildings:* Double garage, two servants' rooms, coal shed and w.c.

Other: Swimming-pool, walls, paving and entertainment area.

Terms and conditions:

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

2. Conditions of sale:

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, 12 Liverpool Park, Liverpool Road, Benoni South.

Dated at Benoni on this the 27th day of October 1994.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. N. Miller/CK.)

Saak 19061/94**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In die saak tussen **Diskonrand**, Eksekusieskuldeiser, en **Jan Hendrik Kruger**, Eerste Eksekusieskuldenaar, en **Prinsloo's Trust BK**, Tweede Eksekusieskuldenaar

Kragtens 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, gemagtig deur bogenoemde Agbare Hof en gedateer 12 April 1994, sal die onderstaande eiendom op 25 November 1994 om 11:00, voor die Landdroskantore vir die distrik Cullinan, te Cullinan, Transvaal, geregteelik verkoop word aan die hoogste bieder, naamlik:

Gedeelte 30 van die plaas Hartbeesfontein 240, Registrasieafdeling JR, distrik Cullinan, Transvaal.

Beskrywing: Plaas met woonhuis, gevestigde tuin, skure, buitegeboue, volledig omhein en met uitstekende boomryke grasvelde, groot 254,0007 hektaar.

Terme: Die voorwaardes van verkoop wat op die verkoping betrekking het lê ter insae by die Balju, Landdroshof, Cullinan, Madeliefiestraat 11, Bronkhorstspuit, Transvaal.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontantdeposito van tien persent (10%) 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 Eksekusieskuldeiser se prokureurs en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 17de dag van Oktober 1994.

L. Maré, vir Leon Maré & Kie. Ingelyf, Prokureurs vir Eksekusieskuldeiser, Sanlamsentrum, Middestad, 10de Verdieping, Andriesstraat 252, Pretoria. (Tel. 322-6156/Faks. 322-6179.) (Verw. L. Maré/B125/94/ft.)

Saak 7511/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Willem Hendrik van Rhede van Oudtshoorn**, Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof teen die Verweerder, toegestaan op 26 Julie 1994 en 'n lasbrief vir eksekusie gedateer 26 Julie 1994, sal die ondervermelde eiendom verkoop word op Donderdag, 24 November 1994 om 10:00, voor die kantore van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Hoewe 171, Pomona Estates, groot 3,0435 (drie komma nul vier drie vyf) hektaar, gehou kragtens Akte van Transport T27817/1982.

Verbetering: Woonhuis gebou van stene, sinkdak, bestaande uit sitkamer, toilet, kombuis, badkamer, vyf slaapkamers, spens, eetkamer, afdak, buitegeboue en sementdam.

Terme en verkoopvoorwaardes: Die koper sal 10% (tien persent) van die koopprys met die koop betaal en die balans van die koopprys binne 14 dae, of sekuriteit deur 'n bank of bougenootskap verstrek. Die volledige voorwaardes van verkoop is ter insae by die kantoor van die Balju te Kempton Park.

P. A. Aucamp, Monumentweg 92, Kempton Park. (Tel. 970-3476.) (Verw. mnr. Aucamp/MC/J44/94.)

Saak 4534/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank Bepers**, Eksekusieskuldeiser, en **M. G. Steyn**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 31 Augustus 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 23 November 1994 om 10:30, voor die Landdroskantoor, Klopperstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, naamlik:

Sekere Resterende gedeelte van Gedeelte 1 van Erf 1434, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 908 (negehonderd-en-agt) vierkante meter, gehou kragtens Akte van Transport T59643/89, onderhewig aan alsodanige voorwaardes as wat in die gemelde akte vermeld staan of na verwys word, met die volgende verbeteringe: Woonhuis en buitegebou.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg.

Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouers, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Smutslaan, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Breytenbach, Prinsloo & Vennote, Eerste Verdieping, Sanlamsentrum, Boomstraat, Rustenburg.

Geteken te Rustenburg hede die 14de dag van Oktober 1994.

Breytenbach, Prinsloo & Vennote, Eerste Verdieping, Sanlamsentrum, Boomstraat, Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/RDV/U43.)

Saak 21894/93

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

In die saak tussen **Standard Bank van Suid-Afrika Bepers**, Eiser, en **M. E. Miya**, Verweerder

Kragtens 'n vonnis in die Landdroshof, Kempton Park, gedateer 4 Mei 1994 en 'n lasbrief vir eksekusie gedateer 1 Augustus 1994, sal die ondergelyste eiendom op 24 November 1994 om 10:00, te die Baljukantoor, Parkstraat 8, Kempton Park, in eksekusie verkoop word:

Erf 435, Moteong Seksie, Tembisa, Registrasieafdeling IR, Transvaal, groot 272 (tweehonderd vier-en-twintig) vierkante meter.

Bestaande uit: Toilet, twee slaapkamers, eetkamer en kombuis. Alles onder 'n sinkdak.

1. Die eiendom sal verkoop word aan die hoogste bieder, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskaps-leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne veertien (14) dae na datum van verkoping.

Die verkoopvoorwaardes sal voor aanvang van die verkoping voorgelê word en sal by die kantore van die Balju, Parkstraat 8, Kempton Park, ter insae lê.

Gedateer te Kempton Park op hierdie 24ste dag van Oktober 1994.

M. G. Kotzé, vir Sim-Kotzé Ing., Eerste Verdieping, Monumentpark, Monumentweg 11, Kempton Park. (Verw. mnr. Kotzé/cc/S595K.)

Saak 2486/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bepers, Eksekusieskuldeiser, en **Rustenburg CC**, No. CK91/22555/23, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 13 Junie 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 23 November 1994 om 10:30, voor die Landdroskantoor, Klopperstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, nl:

Sekere Gedeelte 7 van Erf 2447, geleë in die dorp Rustenburg-uitbreiding 9, Registrasieafdeling JQ, Transvaal, groot 2 155 (tweeënduisend eenhonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte 11963/93 en onderhewig aan sodanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word, met die volgende verbeterings: Woning en buitegeboue.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouders soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Smutslaan, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Breytenbach, Prinsloo & Vennote, Eerste Verdieping, Sanlamsentrum, Boomstraat, Rustenburg.

Geteken te Rustenburg hede die 17de dag van Oktober 1994.

Breytenbach, Prinsloo & Vennote, Eerste Verdieping, Sanlamsentrum, Boomstraat, Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/RDV/U 48.)

CAPE • KAAP

Case 554/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Theo Potgieter**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 8 Cheetah Road, Kraaifontein, 7570, on Tuesday, 22 November 1994 at 11:00:

Erf 7248, Kraaifontein, in the Municipality of Kraaifontein, in extent 513 (five hundred and thirteen) square metres, held by Deed of Transfer T77049/91 and situated at 8 Cheetah Road, Kraaifontein, 7570:

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, dining-room, three bedrooms, two bathrooms, study, w.c., portapool and garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 5th day of October 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 Z23657.)

Saak 5525/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Kleinsake-Ontwikkelingskorporasie**, Eiser, en **Buzz Publications**, Eerste Verweerder, **Lesley Campbell**, Tweede Verweerder, en **Brian Colin Campbell**, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 20 Julie 1994, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings aan die hoogste bieder op 23 November 1994 om 10:00, te ondervermelde persele:

Erf 98, Hoekwil, geleë in die distrik Hoekwil, en afdeling George, groot 3,2293 hektaar, gehou kragtens Transportakte T14540/1983, ook bekend as Olifanshoekweg 98, Hoekwil, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie:

Huis bestaande uit vier slaapkamers, twee badkamers, toilet, kombuis, sitkamer, eetkamer, studeerkamer, familiekamer, dubbelmotorhuis, rondawel, afdak, stoor, swembad met plaveisel en draadomheining.

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 koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die 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 17% (sewentien persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van Van Rensburgs Eiendomme en Veilings, Millers Ing., Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 17de dag van Oktober 1994.

Millers Ing., Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/AB/K1297m/K224/NR01.)

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Standard Bank van S.A. Beperk**, Eiser, en **Jacobus Hendrik Janse van Vuuren**, Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof op en 'n lasbrief vir eksekusie uitgevoer op 19 September 1994, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 1 Desember 1994 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond synde Erf 10934, Uitenhage, geleë in die munisipaliteit Uitenhage, en afdeling Uitenhage, groot 898 (agthonderd agt-en-negentig) vierkante meter.

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

Die eiendom is geleë en bekend as Nemesiastraat 21, Uitenhage, 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 Landdroshofwet 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 Balju vir die Landdroshof se afslafersfooi.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingswaarborg ten gunste van die Vonniskskuldeiser 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-Noord te Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hede die 12de dag van Oktober 1994.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14B, Posbus 903, Uitenhage, 6230.

Case 1627/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **First National Bank**, Plaintiff, and **Mzayifani Enoch Mncono**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 16 September 1994 the following property will be sold on Wednesday, 16 November 1994 at 11:10, at the offices of the Sheriff of the Magistrate's Court, K S M Building, Eales Street, King William's Town, to the highest bidder:

Erf 4048, King William's Town, Municipality and Division of King William's Town, in extent 860 (eight hundred and sixty) square metres, known as 41 Maluti Road, King William's Town.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional house with corrugated iron roof, three bedrooms, lounge, dining-room, kitchen, bathroom, usual outbuildings and single garage.

Dated at King William's Town this 18th day of October 1994.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Case 2774/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Victor Buyile Sambu**, First Defendant, and **Xoliswa Chriselda Sambu**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 1 December 1993, and an attachment in execution dated 7 February 1994, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 12816, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at Erf 12816, Motherwell, Mpheko Street, Motherwell, Port Elizabeth (previously Erf 1109, Motherwell NU7).

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under tiled roof, comprising lounge, kitchen, two bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 18th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

Case 31/94

IN THE SUPREME COURT OF SOUTH AFRICA (South-Eastern Cape Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mpumelelo Maxwell Ntshingtsi**, First Defendant, and **Vuyiswa Elizabeth Ntshintshi**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 9 February 1994, and an attachment in execution dated 21 March 1994, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 11160, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 230 (two hundred and thirty) square metres, situated at Erf 1160, Motherwell (previously Erf 1618, Motherwell, NU7), Mashu Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under tiled roof, comprising lounge, kitchen, three bedrooms and a bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 18th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

Case 276/93

IN THE SUPREME COURT OF SOUTH AFRICA (South-Eastern Cape Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Jongimfundo Eric Gibe**, First Defendant, and **Bonelwa Christina Ndumo Gibe**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 6 October 1993, and an attachment in execution dated 3 November 1993, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 10351, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 373 (three hundred and seventy-three) square metres, situated at 19 Mgagogoshe Street, Motherwell, NU6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under tiled roof, comprising lounge, kitchen, two bedrooms and a bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 19th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Monde Ruben Nywebeni**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 12 January 1994, and an attachment in execution dated 14 March 1994, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 12999, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 216 (two hundred and sixteen) square metres, situated at 174 Ngwevana Street, Motherwell, Port Elizabeth (previously known as Erf 734, Motherwell NU9).

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under tiled roof, comprising lounge, kitchen, three bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 19th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

Case 2646/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Lulama Rodney Notototo**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 24 November 1993, and an attachment in execution dated 20 December 1993, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 13426, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at Ngwevana Street, Motherwell, Port Elizabeth (previously Erf 1181, Motherwell NU9).

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under tiled roof, comprising a lounge, kitchen, two bedrooms and a bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 19th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

Case 3095/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Victor Sobongwe Mpongwana**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 9 February 1994, and an attachment in execution dated 21 March 1994, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 12178, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at Erf 12178, Motherwell (previously Erf 471, Motherwell NU7), Mtwaku Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under tiled roof, comprising a lounge, kitchen, two bedrooms and a bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 19th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

Case 1409/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Fundiswa Priscilla Gxasheka**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 14 July 1993, and an attachment in execution dated 23 August 1993, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 13329, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at Ngxotwane Street, Motherwell (previously Erf 1064, Motherwell NU9).

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under tiled roof, comprising a lounge, kitchen, two bedrooms and a bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 19th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

Case 27539/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, versus Lungisa Elliot Mgwali

In pursuance of a judgment dated 16 September 1994, and an attachment on 14 October 1994, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 14:15:

Erf 8463, Motherwell, in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 41 Makangiso Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated on this 20th day of October 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff *versus* The Trustees for the time being of **Biosan Africa Trust TM3015**, First Defendant,
John Price, Second Defendant, and **Dianne Shirley Price**, Third Defendant

In pursuance of a judgment dated 3 November 1993, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 171, Lorraine, in extent 1,7179 hectares.

Street address: 74 Longwy Avenue, Lorraine, Port Elizabeth.

Erf 147, Lorraine, in extent 2,4983 hectares.

Street address: 3 Montmedy Road, Lorraine, Port Elizabeth.

Erf 173, Lorraine, in extent 1,7180 hectares.

Street address: 66 Longwy Avenue, Lorraine, Port Elizabeth.

Erf 169, Lorraine, in extent 1,7178 hectares.

Street address: 182 Longwy Avenue, Lorraine, Port Elizabeth.

Erf 108, Lorraine, in extent 1,4499 hectares.

Street address: 171-177 Macon Road, Lorraine, Port Elizabeth.

Erf 98, Lorraine, in extent 1,7387 hectares.

Street address: 127-131 Macon Road, Lorraine, Port Elizabeth.

While nothing is guaranteed, it is understood that on the properties are vacant plots.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this the 13th day of October 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 8523/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited *versus* **Clive Frantz** and **Vernorita Frantz**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Wednesday, 23 November 1994 at 09:00:

2471 Kleinvlei, in the Local Area of Blue Downs, in extent 277 (two hundred and seventy-seven) square metres, held by Deed of Transfer T7503/94 and situated at 29 Martindale Street, Kleinvlei, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 17th day of October 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (012) 419-5880/1/2.] (Ref. GJV/SP Z27159.)

Case 8316/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as **Allied Bank** *versus* **Gert Hermanus de Wet** and **Magrietha de Wet**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Wednesday, 23 November 1994 at 09:00:

Erf 1235, Hagley, in the Local Area of Blue Downs, in extent 392 (three hundred and ninety-two) square metres, held by Deed of Transfer T6538/94 and situated at 15 Sir Bedivere 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, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 17th day of October 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (012) 419-5880/1/2.] (Ref. GJV/SP Z27635.)

Case 2777/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Sheila Jantjies**, Defendant

In pursuance of a judgment of the above Honourable Court dated 1 December 1993, and an attachment in execution dated 16 February 1994, the following property will be sold in the foyer, A.A. Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 10147, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 320 (three hundred and twenty) square metres, situated at Erf 10147, Motherwell (previously Erf 953, Motherwell NU4), Quko Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising a lounge, kitchen/dining-room, three bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, A.A. Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth. (Tel. 55-7760.)

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000 subject to a minimum of R200, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth on this 19th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Tel. 52-1416.) (Ref. J. Kotzé.)

Case 2553/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Mncedisi Patrick Dubula**, First Defendant, and **Thandiwe Sylvia Dubula**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 17 November 1993, and an attachment in execution dated 20 January 1994, the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 8400, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 280 (two hundred and eighty) square metres, situated at Erf 8400, Motherwell (previously Erf 230, Motherwell NU6), Magkingiso Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising of a lounge, kitchen, two bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the Office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at the Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 12 Main Street, Port Elizabeth (Tel. 55-7760.)

Terms: 10% (ten per centum) and Sheriff's charges of 5% (five per centum) of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, subject to a minimum of R200 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 19th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

Case 377/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Vilisile Jackson Mcotsi**, First Defendant, and **Tandeka Gladys Mcotsi**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 17 March 1993, and an attachment in execution dated 20 April 1993, the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 November 1994 at 15:00:

Erf 6440, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 281 (two hundred and eighty-one) square metres, situated at Stand 1696, Motherwell NU6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising of a lounge, dining-room, kitchen, three bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the Office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth (Tel. 55-7760.)

Terms: 10% (ten per centum) and Sheriff's charges of 5% (five per centum) of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, subject to a minimum of R200 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 19th day of October 1994.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. J. Kotzé 52-1416.)

Case 2669/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Cathrina Berndina Smit**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 November 1994 at 09:00, to the highest bidder:

Erf 1944, Eerste River, in extent 308 square metres, held by T67778/1988, situated at 5 Pniel Street, Devon Park, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4U0072/104332/gl.)

Case 2812/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Angelo Ricardo Vanacore** and **Milly Margaret Vanacore**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 November 1994 at 09:00, to the highest bidder:

Erf 1568, Eerste River, in extent 329 square metres, held by T51816/1988, situated at 15 Nerina Street, Devon Park, Eerste River, 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U2463/100295/gl.)

Case 6360/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Edward Shelvero Freemantle and Lena Freemantle**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 November 1994 at 09:00, to the highest bidder:

Erf 2575, portion of Erf 2571, Kleinvlei, in extent 479 square metres, held by T60254/1987, situated at 21 Waterman Street, Kleinvlei Annex, 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U1632/113722/gl.)

Case 1610/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Neville Eden and Beverley Crystal Eden**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 November 1994 at 09:00, to the highest bidder:

Erf 665, Blue Downs, in extent 234 square metres, held by T70991/1988, situated at 10 Waldorf Place, Silversands, Blue Downs, 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U0371/100049/gl.)

Case 5443/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Deon Vernon Daniels**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 November 1994 at 09:00, to the highest bidder:

Erf 6374, Kuils River, in extent 593 square metres, held by T48127/1987, situated at 12 Daisy Street, Sarepta, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, en suite shower/toilet 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0508/100533/gl.)

Case 14663/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Garden Cities Inc.**, association not for gain, Plaintiff, Plaintiff, and **Henry Leon Julius**, Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Kuils River, dated 28 December 1992 and warrant of execution dated 26 July 1993, the following will be sold in execution on Wednesday, 23 November 1994 at 12:00, at the premises being:

Erf 8188, Brackenfell, situated at 6 Formosa Street, Northpine, Brackenfell, situated in the Local Area of Scottsdene, Stellenbosch Division; in extent 272 (two hundred and seventy-two) square metres.

1. *Conditions of sale:* The property will 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 to the Sheriff of the Court.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

2.3 Interest shall be paid on the amount of Plaintiff's claim at the rate of 18,5% (eighteen comma five per centum) per annum for each month or part thereof from the date of sale to date of registration of transfer.

2.4 The purchaser shall pay interest due to any preferent creditor at the applicable rate from the date of sale to date of registration of transfer.

2.5 All the amounts mentioned in clause 2.3 and 2.4 above are to be secured by the purchaser by approved bank guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court, immediately prior to the sale, may be inspected at the Sheriff's Office.

Dated at Cape Town this 17th day of October 1994.

G. R. Bean, for Bisset Boehmke McBlain, Plaintiff's Attorneys, 13th Floor, Cartwrights Corner House, 19 Adderley Street, Cape Town. (Ref. GRB/BH/M61886.)

Case 1655/94

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 **Enver Anwar Leeman**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 28 November 1994 at 10:00:

Erf 37268, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 302 square metres, also known as 10 Choir Road, Woodlands, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed:

Dwelling with lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 12th day of October 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, 38 Wale Street Chambers, Wale Street, Cape Town.

Case 818/90

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

ABSA Bank Limited, trading as United Bank, *versus* **Ronald Brian Schloms**

The following property will be sold in execution at the site of the property, 77 Wimbledon Way, Edgemead, Western Cape, on Tuesday, 29 November 1994 at 12:00, to the highest bidder:

Erf 18652, Goodwood in Edgemead Township Extension 4, in extent 560 square metres, held by T2971/1978, situated at 77 Wimbledon Way, Edgemead, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet. Detached single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U0244/100036/gl.)

Case 6037/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Johnny Matroos and Susan Matroos**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 November 1994 at 09:00, to the highest bidder:

Erf 1362, Blue Downs, in extent 202 square metres, held by T44056/1988, situated at 15 Rembrandt Crescent, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U1428/106549/gl.)

Case 759/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Roland Noel Quantoi and Avril Quantoi**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 November 1994 at 09:00, to the highest bidder:

Erf 2874, Blue Downs, in extent 350 square metres, held by T74508/1988, situated at 28 Cococabana Way, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet. Double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0193/102600/gl.)

Case 15056/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Alister Roger Twigg** and **Berenice Yvonne Twigg**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 November 1994 at 09:00, to the highest bidder:

Erf 8828, Kuils River, in extent 504 square metres, held by T55720/1992, situated at 39 De la Cruz Street, Highbury, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, three bedrooms, bathroom/shower/toilet and shower/toilet. Patio.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0671/104158/gl.)

Case 32334/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Johann Jonathan Jane** and **Leticia Jane**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 28 November 1994 at 10:00, to the highest bidder:

Erf 20793, Mitchells Plain, in extent 313 square metres, held by T62416/1988, situated at 3 Marilyn Street, Woodlands, 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0750/109563/gl.)

Case 24400/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Albert Arnold Erasmus**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 28 November 1994 at 10:00, to the highest bidder:

Erf 37272, Mitchells Plain, in extent 302 square metres, held by T19624/1988, situated at 6 Swallow Road, Woodlands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, two 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 16,25% (sixteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0935/104382/gl.)

Case 865/94

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **N. E. Zenzile**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Cradock, on 19 August 1994, and attachment in execution, the property listed hereunder, will be sold in execution on Monday, 21 November 1994 at 10:00, in front of the Magistrate's Court, Cradock, to the highest bidder and for cash:

Leasehold in respect of Erf 2320, Lingelihle, Cradock, situated at 32 Nkonjane Street, Lingelihle, Cradock.

It is reported that a completed dwelling-house is situated on the property, although nothing is guaranteed in this respect.

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 Sheriff's House, at 28 Victoria Street, Cradock; and at the offices of attorneys, Metcalf & Company, 80 Frere Street, Cradock.

Dated at Cradock on this 17th day of October 1994.

Metcalf & Company, Plaintiff's Attorneys, 80 Frere Street, Cradock.

Case 866/94

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **W. Nqikashe**, First Execution Debtor, and **N. A. Nqikashe**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Cradock, on 19 August 1994, and attachment in execution, the property listed hereunder, will be sold in execution on Monday, 21 November 1994 at 10:00, in front of the Magistrate's Court, Cradock, to the highest bidder and for cash:

Leasehold in respect of Erf 2328, Lingelihle, Cradock, situated at 25 Kwintshi Street, Lingelihle, Cradock.

It is reported that a completed dwelling-house is situated on the property, although nothing is guaranteed in this respect.

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 Sheriff's House, at 28 Victoria Street, Cradock, and at the offices of attorneys, Metcalf & Company, 80 Frere Street, Cradock.

Dated at Cradock on this 17th day of October 1994.

Metcalf & Company, Plaintiff's Attorneys, 80 Frere Street, Cradock.

Saak 3105/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Thabang Aaron Sello**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Oktober 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 23 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 7657, Uitbreiding 11, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, een en 'n halwe badkamers en sitkamer, groot 220 (twee twee nul) vierkante meter.

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

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

Saak 4297/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mnyozo, Willem Jiane**, Eerste Verweerder, en **Emily Jiane**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 24 November 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 23 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 1502, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Vier slaapkamers, kombuis, badkamer en sitkamer, groot 357 (drie vyf sewe) vierkante meters.

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

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

Case 8104/94

IN THE SUPREME COURT OF SOUTH AFRICA (Cape of Good Hope Provincial)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Herman Kellerman**, 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 26 Jordaan Street, Worcester on Friday, 25 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, 66 Church Street, Worcester:

Erf 3693, Worcester in the Municipality and Division of Worcester, measuring 1 035 (one thousand and thirty-five) square metres, held by Deed of Transfer T45995/1991, also known as 26 Jordaan Street, Worcester (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance hall, lounge, kitchen, three bedrooms, bathroom, bathroom/water closet and water closet.

The outbuildings consist of garage, domestic quarters, two water closets, bathroom and two store-rooms.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

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

Dated at Cape Town this 17th day of October 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/41616.)

Saak 8780/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Bepers**, Eiser, en **Leslie Martin Hans**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 September 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 30 November 1994 om 10:00, op die perseel te Nooiensfonteinweg 37, Kuilsrivier, 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 599, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Stellenbosch, groot 932 vierkante meter, gehou kragtens Transportakte T50081/1981.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, sitkamer, kombuis, badkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. E. J. Matthee, Northumberlandstraat 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr. C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. E. J. Matthee, Northumberlandstraat 29, Bellville (Tel. 948-8326).

Datum: 11 Oktober 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Ref. JF/LA/B2211.)

Case 16777/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Darryl Kees**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Bellville on Wednesday, 23 November 1994 at 09:00:

Erf 3790, Eerste River, in the Local Area of Blue Downs, in extent 308 (three hundred and eight) square metres, held by Deed of Transfer T5862/93 and situated at 9 Mahogany Street, Stratford Green, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. **Payment:** 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 11th day of October 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 Z27068.)

Case 18853/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as Allied Bank, *versus* **Daniel Hendricks and Ruth Mavis Hendricks**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 27 Buiten Street, Bo-Kaap, Cape Town, 8001, on Tuesday, 22 November 1994 at 10:30:

Erf 145936, Cape Town, Portion Erf 3031, in the Municipality of Cape Town, in extent 683 (six hundred and eighty-three) square metres, held by Deed of Transfer T43476/92 and situated at 27 Buiten Street, Bo-Kaap, Cape Town, 8001.

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, Cape Town.

2. The following improvements on the property are reported but nothing is guaranteed: A semi-detached two bedroomed dwelling with lounge/dining-room, etc.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 11th day of October 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 Z19851.)

Case 3052/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Eudehard Neil October**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Mitchells Plain, on Thursday, 24 November 1994 at 09:00:

Erf 35591, Mitchells Plain, in the Municipality of Cape Town, in extent 286 (two hundred and eighty-six) square metres, held by Deed of Transfer T77106/93 and situated at 6 Gazala Crescent, Strandfontein Village, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain South.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 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 11th day of October 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 Z24703.)

Case 1425/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Neville Reade and Magdalena Elsa Reade**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, Erf 1257, Ecklonia Street, Britannia Bay, St Helena Bay, 7390, on Friday, 18 November 1994 at 12:00:

Erf 1257, St Helena Bay, in the Municipality of St Helena Bay, in extent 672 (six hundred and seventy-two) square metres, held by Deed of Transfer T39243/91 and situated at Erf 1257, Ecklonia Street, Britannia Bay, St Helena Bay, 7390.

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, Vredenburg.

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

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 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 11th day of October 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 Z25994.)

Case 2894/93

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

ABSA Bank Limited, trading as United Bank Limited, versus Craig Alan Patrick Whyte

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, Erf 1854, Port Owen Drive, Port Owen, Laaiplek, 7370, on Friday, 18 November 1994 at 11:00:

Erf 1854, Laaiplek, in the Municipality of Velddrift, in extent 541 (five hundred and forty-one) square metres, held by Deed of Transfer T10331/89 and situated at Erf 1854, Port Owen Drive, Port Owen, Laaiplek, 7370.

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, Laaiplek.

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

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 7th day of October 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 Z22234.)

Case 10485/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, versus Ross Mulder

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Wednesday, 23 November 1994 at 09:00:

Erf 1681, Eerste River, in the Local Area of Melton Rose, in extent 365 (three hundred and sixty-five) square metres, held by Deed of Transfer T71472/88 and situated at 2 Crassula Street, Devon Park, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 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 7th day of October 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 W14757.)

Case 3454/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, versus Sonnyboy Gladston Muller and Valerie Muller

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Mitchells Plain, on Monday, 21 November 1994 at 09:00:

Erf 19860, Mitchells Plain, in the Municipality of Cape Town, in extent 168 (one hundred and sixty-eight) square metres, held by Deed of Transfer T82859/93 and situated at 37 Fifth Avenue, Portlands, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain South.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 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 7th day of October 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 Z24935.)

Case 16779/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

The Municipality of the City of Cape Town, versus Jerome Anthony April

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain, on 24 November at 09:00, to the highest bidder:

Erf 26405, Mitchells Plain, in extent 200 square metres, held by 33041 dated 4 June 1991, situated at 13 Avro, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling:* Three bedrooms, lounge, kitchen, bathroom and toilet under tiled roof.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck Street, Cape Town. (Ref. 103000/Mrs Wentzel.)

Case 12933/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between Nedcor Bank Limited, Plaintiff, and Arthur Hendrik Lesch, Defendant

In the above matter a sale will be held on Wednesday, 23 November 1994 at 11:00, at the site of 263 Sixth Avenue, Kraaifontein, being Erf 8472, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, measuring 496 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 sixteen comma two five per centum (16,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, kitchen and bathroom/toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the 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 86/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Frederick Jacobus Harmse, First Defendant, and Elizabeth Harmse, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 19 July 1994, the property listed hereunder will be sold in execution on Friday, 18 November 1994 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 49, Algoa Park, in the Municipality and Division of Port Elizabeth, measuring 497 (four hundred and ninety-seven) square metres, situated at 23 Lewis Street, Algoa Park, Port Elizabeth.

Conditions of sale:

The purchase price shall be payable as a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff: Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 5th day of November 1994.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case 7388/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Clifford Duncan van den Heever**, First Defendant, and **Evangeline van den Heever**, Second Defendant

In the above matter a sale will be held on Wednesday, 23 November 1994 at 10:00, at the site of 16 Coral Street, Highbury, Kuils River, being Erf 9133, Kuils River, in the Municipality of Kuils River, Stellenbosch Division, measuring 400 (four hundred) 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 $\frac{1}{10}$ of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 16,25% (sixteen 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): Vacant land.

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 22819/93

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** (Allied Bank Division), Plaintiff, and **Graham Patrick Cox**, Defendant

In execution of a default judgment granted by the above Honourable Court against the above Defendant on 6 October 1993, the hereinafter mentioned fixed property will be auctioned to the highest bidder by the Sheriff of the Magistrate's Court on Friday, 18 November 1994 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth, subject to the hereinafter mentioned conditions, and to the further conditions contained in the conditions of sale which will lie open for inspection at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth, and at the office of the Plaintiff's attorneys, Brown Braude & Vlok, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth, and which conditions will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale.

1. *The property:* Section 1 (one) as shown and more fully described on Sectional Plan No. 49/1978, in the buildings known as Craigton, situated in the Municipality of Port Elizabeth, of which section the floor area, according to the sectional plan, is 96 (ninety-six) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan; held under Deed of Transfer ST11403/92, dated 7 September 1992, situated at 2 Craigton, corner of Newington and Dickens Streets, Central, Port Elizabeth.

2. *Conditions of payment:* 10% (ten per centum) of the purchase price is payable in cash immediately upon signing of the conditions of sale and the balance together with interest thereon as provided for in the mortgage bond registered over the property in favour of ABSA Bank Limited, formerly known as the Allied Building Society Limited, must be guaranteed by means of a building society or banker's guarantee approved by the Plaintiff's conveyancers and which guarantee must be delivered to the Plaintiff's attorneys within 7 (seven) days after date of sale.

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Mr D. C. Baldie/ah.)

Case 28060/93

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 **Noreen Manuel**, Judgment Debtor

The following will be sold in execution in front of the Wynberg Court-house for District of Wynberg, on 22 November 1994 at 10:00, to the highest bidder:

Erf 75275, Fairways, measuring 525 (five hundred and twenty-five) square metres, held by 54115, dated 19 September 1988, situated at 22 Ninth Avenue, Wynberg.

1. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the Messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck, Cape Town. (Ref. 103786/Mrs Liebrandt.)

Case 941/94

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 **N. P. Manzana**, Defendant

In pursuance of a judgment in the above Honourable Court of 6 June 1994, and a writ of execution dated 6 June 1994, the following immovable property will be sold in execution on 23 November 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 1099, King William's Town, Municipality and Division of King William's Town, in extent 565 (five hundred and sixty-five) square metres, being 35 Leopold Street, King William's Town, held by Deed of Transfer T1038/1993.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interests 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 17th day of October 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. Wood/lrw.)

Saak 6922/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaa die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Pieter Johannes Neethling**, Eerste Eiser, en **Jeanette Neethling**, Tweede Eiser, en **Tobias Gerhardus van Zyl**, Eerste Verweerder, en **Maria Magdalena Susanna van Zyl**, Tweede Verweerder

Ter uitvoering van die vonnis van die Hooggeregshof van Suid-Afrika Provinsiale Afdeling, Kaap die Goeie Hoop, gedateer 22 Augustus 1994, sal die hiernabeskrewe vaste eiendom op Vrydag, 18 November 1994 om 14:00, op die plaas te Gedeelte 13 ('n gedeelte van Gedeelte 4), van die plaas Wittedrift 4, afdeling Piketberg, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe.

Gedeelte 13 ('n gedeelte van Gedeelte 4), van die plaas Wittedrift 4, afdeling Piketberg, groot 21,4142 (een-en-twintig komma vier een vier twee) hektaar, gehou kragtens Transportakte T7753/92.

Beskrywing: Plaas.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Hooggeregshowe, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een-tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 15,25% (vyftien komma twee vyf persent) of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van Verbandakte B8703/1992, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping van vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju van die Hooggeregshof, Piketberg, en/of die kantore van Smit Kruger & Potgieter, Eerste Verdieping, Edward II, Noordelike ingang, Oakdalestraat, Bellville.

Gedateer te Bellville hierdie 18de dag van Oktober 1994.

I. Knoetze, vir Smit Kruger & Potgieter, Eerste Verdieping, Edward II, Noordelike ingang, Oakdalestraat, Bellville, Posbus 2963, Bellville, 7535. (Verw. DX 6 Bellville.)

Case 4966/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Adam Johannes West**, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Somerset West, in the above matter, a sale will be held on Tuesday, 6 December 1994 at 11:00, and at the property of the following immovable property:

Erf 7876, Somerset West, in the Municipality of Somerset West, Division Stellenbosch, in extent 6 971 (six thousand nine hundred and seventy-one) square metres, held by Deed of Transfer T24914/1991, situated at 24 Meadow Avenue, Somerset West, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A dwelling consisting of entrance hall, lounge, kitchen, four bedrooms, three bathrooms and maids' quarters consisting of two rooms and bathroom.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Somerset West, and at the offices of the undermentioned auctioneers: Michael James Organisation, 63 Victoria Street, Somerset West.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Saak 19816/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Fidelity Bank Beperk** (voorheen Oostelike Provinsie Bouvereniging), Eiser, en **Jeffrey Richard Cohen**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Donderdag, 24 November 1994 om 10:00, op die plek te Leeweg 8, Claremont:

Erf 51869, Kaapstad, te Claremont, in die stad Kaapstad, afdeling Kaap, groot 709 (sewehonderd-en-nege) vierkante meter, gehou deur die Verweerder kragtens Transportakte T55031/84.

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 ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15,15% (vyftien komma 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): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet en enkelmotorhuis.

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, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 7de dag van Oktober 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnissskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 31486/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Abduraghien Sirkholte**, Plaintiff, and **F. Adams**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 12 January 1994, and the warrant of execution dated 26 August 1994, the following property will be sold in execution, without reserve, to the highest bidder on 24 November 1994 at 11:00, at the Magistrate's Court, Durban Street, Uitenhage:

All the right, title and interest in and to Erf 0003009, Uitenhage, in extent 551 (five hundred and fifty-one) square metres, situated at 217 Durban Road, Uitenhage, held under Deed of Transfer T13389/1948.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house.

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, Uitenhage.

Dated at Port Elizabeth this 14th day of October 1994.

P. Olivier, for Oosthuizen Hazell & Wilmut, Defendant's Attorneys, Nedbank Building, Main Street, Port Elizabeth, 6001.

Case 16791/94

IN THE MAGISTRATE'S COURT OR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Henry John Cedras**, First Defendant, and **Mrs Diane Cedras**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 24 November 1994, at 09:30, in front of the Magistrate's Court for the District of Cape Town, to the highest bidder:

Erf 3267, Montague Gardens, 257 (two hundred and fifty-seven) square metres, held by Deed of Transfer T84844/93, situated at 12 Galway Road, Summer Greens, Milnerton.

Three bedrooms, lounge, open-plan kitchen, one and a half bathrooms and garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, and of the title deeds 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 2380/94

IN THE MAGISTRATE'S COURT OR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between **ABSA Bank Limited**, Plaintiff, and **C. Joosten**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, the following will be sold in execution on 23 November 1994, at 10:00, on site, to the highest bidder:

Erf 236, Malmesbury, 757 (seven hundred and fifty-seven) square metres, held by Deed of Transfer T73001/93, situated at 23 Skool Street, Malmesbury.

Three bedrooms, bathroom/w.c./shower, lounge, dining-room, family room, kitchen, two garages and loft.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 20159/94

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Edmundo Sousa de Castro**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg, in the above matter, a sale will be held in front of the premises, 45 Louis Trichard Street, Southfield, Cape, on Monday, 21 November 1994 at 12:00, of the following immovable property:

Erf 76256, Cape Town, at Southfield, in the City of Cape Town, Cape Division, in extent 496 square metres, consisting of single dwelling with brick walls under a tiled roof, with three bedrooms, lounge, kitchen, bathroom and toilet.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option, pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff for the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg, Cape.

Herbsteins, Sheriff for Magistrate's Court, 17th Floor, 2 Long Street, Cape Town. (Ref. B. Halliday/lb/24872.)

Case 7560/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (T/a United Bank), Judgment Creditor, and **Estelle Blanche De Wet**, Judgment Debtor

In pursuance of a judgment granted on 7 September 1994, in the Kuils River, Magistrate's Court, the following property will be sold to the highest bidder on 23 November 1994 at 9:00, at Kuils River, Court-house:

Description: REM, of Erf 14, Rustdal in the Local Area of Rustdal, Stellenbosch Division, in extent one thousand two hundred and thirty (1 230) square metres, postal address 32 Vygie Avenue, Rustdal.

Improvements: Unimproved land, held by Deed of Transfer No. 70280/92;

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 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 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 the 17th day of October 1994.

Van Niekerk H.C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (012) 92-6017.] (Ref. Z58839/HVN/Mrs Wolmarans)

Case 1565/94

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

In the matter between **ABSA Bank Limited** (T/A United Bank), Judgment Creditor, and **Edward Charles Petersen**, First Judgment Debtor, **Margaret Petersen**, Second Judgment Debtor

In pursuance of a judgment granted on 23 June 1994, in the Malmesbury, Magistrate's Court, the following property will be sold to the highest bidder on 25 November 1994 at 10:00, at Malmesbury Court-house:

Description: Erf 2163, Wesfleur in the Atlantis Residential Local Area, Cape Division, in extent two hundred and forty (240) square metres, postal address 94 Gazonia Street, Protea Park, Atlantis.

Improvements: Dwelling: lounge, kitchen, three bedrooms, bathroom/toilet, held by Deed of Transfer No. 54457/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff, and at the offices of the auctioneer.

2. *Payment:* 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% 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 the 17th date of October 1994.

Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (012) 92-6017] (Ref. Z56804/HVN/Mrs Wolmarans)

Case 9308/93

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

In the matter between **ABSA Bank Limited** (T/A United Bank), Judgment Creditor, and **Japie Vincent Fransch**, First Judgment Debtor, and **Gertruida Magdalena Fransch**, Second Judgment Debtor

In pursuance of a judgment granted on 11 February 1994, in the Malmesbury, Magistrate's Court, the following property will be sold to the highest bidder on 1 December 1994 at 10:00, at 14 Kiepersol Street, Malmesbury:

Description: Erf 5072, Malmesbury, in the Municipality and Division of Malmesbury, in extent four hundred and sixty two (462) square metres, postal address 14 Kiepersol Street, Malmesbury.

Improvements: Dwelling: lounge, three bedrooms, kitchen, bathroom/toilet/shower, held by Deed of Transfer No. 64695/90;

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% 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 the 17th day of October 1994.

Van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow 7500. [Tel. (012) 92-6017.] (Ref. Z53035/HVN/Mrs Wolmarans)

IN DIE LANDDROSHOF VIR DIE DISTRIK CLANWILLIAM GEHOU TE CLANWILLIAM

In die saak tussen **Boland Bank Beperk**, Eiser, en **J. J. Witbooi**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Clanwilliam, gedateer 6 Julie 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom, sal die volgende eiendom by die persele te Eikestraat 33, Graafwater, binne die munisipaliteit Graafwater, afdeling Clanwilliam, in die openbaar aan die hoogste aanbodmaker verkoop word op Woensdag, 23 November 1994 om 10:00.

Eiendom: Erf 342, Graafwater, binne die munisipale gebied van Graafwater, afdeling Clanwilliam, groot 308 vierkante meter, gehou kragtens Transportakte T9856/89.

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 verkoopsvoorwaardes 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 16,25% 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. 'n Behoorlike sekuriteit sal vir sodanige betaling verskaf moet word.

Gedateer te Citrusdal op hierdie 14de dag van Oktober 1994.

Burger & Jonker, Eiser se prokureurs, Voortrekkerstraat 83, Citrusdal, [Tel. (022) 921-2088.]

Case 6723/94

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

In the matter between **Saambou Bank Ltd** (formerly Saambou National Building Society), Execution Creditor, and **T. Dobie**, First Execution Debtor, and **J. Dobie**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 14 September 1994 and in pursuance of an attachment in execution dated 19 September 1994, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 17 November 1994 at 11:00, of the following immovable property situated at 29 Amaryllis Street, Uitenhage:

Zoned: Residential.

Being: Erf 10669, Uitenhage, in the Municipality and Division of Uitenhage, in extent 805 square metres, held by Terence Dobie and Jane Dobie, under Deed of Transfer T2116/94, 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 sink roof with lounge, three bedrooms, kitchen, one and a half bathrooms, single garage and servants' quarters/store-room.

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 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) in cash at the time of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 13th day of October 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 1316/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank**, handeldrywende as Volkskas Bank, Eiser, en **G. K. Bonthuys**, Verweerder

Aan: Die Balju, Barkly-Wes.

Nademaal vonnis toegestaan is in bogemelde Agbare Hof, gedateer 19 November 1993 en 'n lasbrief vir eksekusie teen onroerende goed gedateer 24 November 1993, gaan die ondergemelde vaste eiendomme in eksekusie per publieke veiling verkoop word aan die hoogste bieder voor die Landdroshof, Barkly-Wes, op Woensdag, 16 November 1994 om 10:00, deur die Balju van Barkly-Wes, naamlik:

Seker: Restant van die Plaas 51, geleë in die afdeling Barkly-Wes, groot 1830,9143 hektaar; en

Seker: Perseel 522, Vaalhartsnederstelling B, geleë in die administratiewe distrik Barkly-Wes, groot 518,9965 hektaar.

Verkoopvoorwaardes: Die eiendomme word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk, met 'n goedgekeurde bank- of bouverenigingwaarborg aan die Balju.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Balju.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

Case 17964/93

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

In the matter between **Alcor Place Body Corporate**, Execution Creditor, and **V. W. Louréns**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 13 August 1994, and re-issued on 3 February 1994, the following property will be sold in execution, at the site of the property at 601 Alcor Place, Voortrekker Road, Parow, on Wednesday, 29 November 1994 at 11:00, to the highest bidder:

Certain: (a) Section 27 as shown and more fully described on Sectional Plan SS230/92, in the scheme known as Alcor Place in respect of the land and building or buildings situated at Parow in the Municipality of Parow, of which section the floor area according to the sectional plan is 55 (fifty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Deed of Transfer ST10717/92, also known as 601 Alcor Place, Voortrekker Road, Parow.

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. The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 24% (twenty-four per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Cape Town on the 21st day of September 1994.

Schneider Shargay & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. I. Klitzner/FS/AC1.)

Case 29552/91

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

In the matter between **United Bank**, Judgment Creditor, and **Baderoen Charles**, First Judgment Debtor, and **Annie Somaya Charles**, Second Judgment Debtor

In pursuance of a judgment granted on 25 July 1991 in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 28 November 1994 at 10:00, at Mitchell's Plain Court-house:

Description: Erf 1056, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent three hundred and fifty (350) square metres, postal address 43 Washington Drive, Weltevreden Valley, held by Deed of Transfer 52376/89.

Improvements: Dwelling: Three bedrooms, kitchen, lounge and toilet/bathroom.

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 19,75% (nineteen comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 18th day of October 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, 7500, Parow; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W34562/HVN/Mrs Wolmarans.)

Case 358/94

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 **Diane Felicity Wynne**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 4 May 1994, the following property will be sold in execution on Wednesday, 16 November 1994 at 12:00, to the highest bidder at the site of the property, 12 Dreyer Street, Kommetjie:

Certain Erf 3539, Kommetjie, situated in the area of the Local Council of Kommetjie, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T12618/1992, also known as 12 Dreyer Street, Kommetjie.

Consisting of single dwelling, comprising two bedrooms, lounge/kitchen/dining-room (open-plan), two bathrooms and single garage.

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 17th day of October 1994.

S. Boyes, for Buchanan Boyes, Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 65/1994

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

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Marianna Estelle Wentzel**, Judgment Debtor

In the execution of the Judgment of the Magistrate's Court, Malmesbury, in the above matter, a sale will be held on Monday, 28 November 1994 at 11:00, and at the property of the following immovable property:

1. (a) Sections 1 to 9, inclusive as shown and more fully described on Sectional Plan SS257/94, in the scheme known as Crescent Court in respect of the land and buildings situated in Durbanville; and

(b) undivided share in the common property in the scheme apportioned to the said sections in accordance with the respective participation quotes as endorsed on the said sectional plan.

Held respectively by Certificates of Registered Sectional Title ST9895/1994, 9896/1994, 9897/1994, 9898/94, 9899/94, 9900/94, 9901/94, 9902/94 and 9903/94.

2. The right to extend the scheme in terms of section 25 (1) of Act 95 of 1986 which right is held by Certificate of Real Right SK2612/1994S.

Situated at Crescent Court, The Crescent Road, Durbanville, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A double storey building. The ground floor consists of four rooms, the second floor consisting of four flats which each have two bedrooms, bathroom, kitchen and lounge. A second building consisting of eight rooms and two bathrooms.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Bellville, and at the offices of the undermentioned auctioneers: Michael James Organisation, 63 Victoria Street, Somerset West.

Pierre Du Plessis & Mostert, Attorneys for Judgment Creditor, Veritas Buildings, 13 Piet Retief Street, Malmesbury. [Ref. LDT/LvZ/W76(i).]

Case 1090/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Heather Margaret Daguiar**, First Defendant, and **Jeffrey Paul Daguiar**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Simon's Town, and writ of execution dated 14 June 1994, the property listed hereunder, and commonly known as 17 Twent Road, Mountain Green, Lakeside, will be sold in execution at the premises on Wednesday, 23 November 1994 at 11:30, to the highest bidder:

Erf 9700, Constantia, in the area of the Local Council of Constantia Valley, Cape Division, in extent 375 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge/dining-room, kitchen, bathroom, toilet and garage.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) of 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, Simon's Town, 131 St George's Street, Simon's Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 13th 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.1715.)

Case 3077/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Sarel Joseph**, First Defendant, and **Audrey Ronelda Joseph**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Malmesbury, and writ of execution dated 6 September 1994, the property listed hereunder, and commonly known as 26 Trafalgar Street, Atlantis, will be sold in execution in front of the Magistrate's Court, Malmesbury, on Tuesday, 22 November 1994 at 10:00, to the highest bidder:

Erf 2966, Wesfleur, situated in Local Residential Area of Atlantis, Division Cape, in extent 235 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) of 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, Malmesbury, 11 St Johns Street, Malmesbury. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 4th day of October 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.1805.)

Case 3076/94

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Daniel Joseph Oostendorp**, First Defendant, and **Shirley Oostendorp**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Malmesbury, and writ of execution dated 6 September 1994, the property listed hereunder, and commonly known as 46 Royal Saxon Crescent, Saxonsea, Atlantis, will be sold in execution in front of the Magistrate's Court, Malmesbury, on Tuesday, 22 November 1994 at 10:00, to the highest bidder:

Erf 2816, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 235 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Malmesbury, 11 St Johns Street, Malmesbury. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 4th day of October 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S Williams/N.1807.)

Saak 7563/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Fidelity Bank Beperk**, Eiser, en **Ivan Polson**, Eerste Verweerder, en **Jolita Polson**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 23 November 1994 at 11:00, op die plek te Caledonstraat 16, Goodwood:

Erf 8246, Goodwood in die munisipaliteit Goodwood, en afdeling Kaap, groot 495 vierkante meter, gehou deur die Verweerd-ers kragtens Transportakte T19922/94 gedateer 24 Maart 1994.

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. (1/10) een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 16,25% (sestien komma twee vyf 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):

'n Woonhuis bestaande uit sit-/eetkamer, drie slaapkamers, kombuis, badkamer en enkelmotorhuis.

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, Goodwood, Eppinglaan, Elsiesrivier, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 17de dag van Oktober 1994.

Marais Müller, p.a. E. L. Conradie, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekker-weg 89, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/jk.)

Case 6056/92

MAGISTRATE'S COURT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank, *versus* **William Henry Mitchell and Matilda Belinda Mitchell**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 29 November 1994 at 10:00, to the highest bidder:

Erf 3020 Macassar, in extent 277 square metres, held by T61191/1988, situated at 5 Trinidad Place, Macassar, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per 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. D2U1338/103307/gl.)

Case 020386/92

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Cecilia Dagsvold**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Bellville, in the above matter, a sale will be held in front of the premises, 100 Church Street, Parow, Cape, on Thursday, 24 November 1994 at 11:00, of the following immovable property:

Remainder Erf 5603, Parow, in Municipality of Cape Town, Cape Division, measuring 496 square metres.

Consisting of one single dwelling with three bedrooms, lounge, dining-room, kitchen, bathroom and garage.

1. The sale is subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, the property being sold voetstoots as it stands, and subject to the amended, the property being sold voetstoots as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above act.

2. The purchase price shall be paid in cash or by means of bank marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option, pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff for the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville, Cape.

Herbsteins, 17th Floor, 2 Long Street, Cape Town. (Ref. B. Halliday/lb/16420.)

Case 1174/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Edwin Kenneth Gribble**, First Defendant, and **Caroline Alice Gribble**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 19 September 1994, the undermentioned property will be sold in execution at the premises on Monday, 21 November 1994 at 11:45:

Erf 8203, Brackenfell, in the local area of Scottsdene, Division of Stellenbosch, measuring 279 (two hundred and seventy-nine) square metres, held by Deed of Transfer T30874/88, comprising lounge, dining-room, three bedrooms, bathroom, toilet and kitchen and known as 17 Formosa Way, Northpine, Brackenfell.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 20th day of October 1994.

M. Shevel for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank Limited**, Plaintiff (Execution Creditor), and **Zolisa Beryl Maqhekeza** (formerly Beshenga), Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a writ of execution dated 10 August 1994, a sale in execution will take place on Thursday, 24 November 1994 at 10:00, at Magistrate's Court, Mitchells Plain, of:

Certain: Erf 28873, Khayelitsha, in the area of City Council of Lingeletu West, Cape Division, known as 40 Sicukujeje, corner of Sixaxabesha Street, Khayelitsha, measuring 603 (six hundred and three) square metres, held by the Execution Debtor under Deed of Transfer, TL32693/91.

The property is a single-storey dwelling of brick walls under asbestos tiled roof comprising approximately lounge/kitchen, two bedrooms, bathroom/toilet/hand basin.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the district of Mitchells Plain (Khayelitsha North) who shall be the auctioneer.

Dated at Cape Town on this the 17th day of October 1994.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001.
(Ref. TAG/VDP/V50132.)

Saak 2379/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **T. en D. E. Geduld**, Verweerders

Eiendom geleë te Zeepaardweg 39, Dennewere, Blackheath.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 17 Maart 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 30 November 1994 om 09:00:

Erf 2332, Gaylee, ook bekend as Zeepaardweg 39, Dennewere, Blackheath, afdeling Stellenbosch, groot 309 vierkante meter, gehou kragtens Transportakte T38486/89.

Voorwaardes:

1. Die eiendom sal deur die Afsaler en/of Balju, Landdroshof Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging 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 koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslasergelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer die 20ste dag van Oktober 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EGN361.)

Saak 3196/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Bankfin), Eiser, en **Christiaan Bergman**, Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof gedateer 3 Augustus 1994, en 'n lasbrief vir eksekusie wat daarna uitgereik is, sal die ondergemelde vaste eiendom per openbare veiling verkoop word op 25 November 1994 om 10:00, by die betrokke erf, naamlik:

Beskrywing: Erf 3782, Pacaltsdorp, geleë in die munisipaliteit Pacaltsdorp, afdeling George, groot 601 (seshonderd en een) vierkante meter.

Adres: Beukesstraat, Pacaltsdorp.

Verbeterings: Drieslaapkamerwoning, een en 'n half badkamers en oopplan kombuis/sitkamer.

1. Die verkoping is onderhewig aan die bepalings en voorskrifte van die Landdroshofwet en die reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

1.1 Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans op datum van registrasie van transport en sal 'n bank- of bougenootskapwaarborg aan die Geregsbode voorsien binne 14 dae na die datum van die verkoping, wat deur die Eiser se prokureurs goedgekeur moet word.

1.2 Die koper sal verantwoordelik wees vir betaling van rente teen nul per jaar op die koopprys vanaf die datum van verkoping tot die datum van transport, onderhewig aan die Eiser se reg in terme van die verband om die rentekoers te verhoog.

1.3 Die oordrag sal waargeneem word deur die prokureurs vir die Eiser en die koper sal verantwoordelik wees vir betaling van alle koste van transport registrasie insluitende hereregte, belasting en enige ander koste wat van toepassing sal wees om registrasie van transport te bewerkstellig, asook die toepaslike Belasting op Toegevoegde Waarde ooreenkomstig Wet No. 8 van 1991, soos gewysig.

1.4 Die volledige verkoopvoorwaardes is beskikbaar by die Geregsbode, Wellingtonstraat, George, en by die Klerk van die Hof, Landdroskantore, George, waar dit onder bovermelde saaknommer geliasseer is asook by G. W. van Niekerk, Stadco-gebou, Yorkstraat 126, George.

Gedateer te George hierdie 24ste dag van Oktober 1994.

Afslaer: G. W. van Niekerk, Stadco-gebou, Yorkstraat 126, George. [Tel. (0441) 74-1937.] [Faks (0441) 73-4937.]

Case 287/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of S A Limited**, Plaintiff/Judgment Creditor, and **Vincent Ernest Williams**, Defendant/Judgment Debtor

Be pleased to take notice that in pursuance of the judgment granted by the above Honourable Court dated 18 March 1991, and writ of execution dated 25 July 1994, the following will be sold in execution on 23 November 1994 at 10:00, at the site being:

Certain land situated in the Local Area of Ocean View, Cape Division, being Erf 798, Ocean View, measuring 170 m² (one hundred and seventy) square metres, held under Deed of Transfer T43283/88, also known as 25 Apollo Way, Ocean View, Cape.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom, toilet, kitchen, lounge and no garage.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution guaranteed cheque to the Sheriff of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest at a rate to be determined by the Judgment Creditor shall be paid on:

3.3.1 The amount of the Plaintiff's claim for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent Creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of the sale of the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the Auctioneer's Office.

Dated at Cape Town on this 12th day of October 1994.

K. G. Druker, Attorneys for Plaintiff, Seventh Floor, Protea Assurance House, 31 Adderley Street, Cape Town. (Ref. SS/gh/W07967.)

Case 13179/94

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **David Benjamin**, First Execution Debtor, and **Elsabe Susan Benjamin**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 13 June 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Wednesday, 30 November 1994 at 14:00:

Erf 744, Grassy Park, situated in the Local Area of Grassy Park, Cape Division, in extent 531 (five hundred and thirty-one) square metres, held by Deed of Transfer T15151/1989.

Street address: 10 Diaz Road, Grassy Park, Cape.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, entrance hall, kitchen, lounge, dining-room, family room, study, laundry, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate Court, 106 Medical Centre, Maynard Road, Wynberg.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration 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 Athlone on this 14th day of October 1994.

M. Mohamed & Associates, Attorneys for Execution Creditor, P.O. Box 26, Gatesville, 7764. [Tel. (021) 637-1262.] [Fax. (First Floor) (021) 637-1462.] [Fax. (Second Floor) (021) 637-1461.]

Case 6235/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank versus Henry Martin Sylvester and Johanna Sylvester

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 1 December 1994 at 10:00, to the highest bidder:

Erf 12209, Mitchells Plain, in extent 158 square metres, held by T18429/1990, situated at 24 Kitty Hawk, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen 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. D4U0184/106100/gl.)

Case 7369/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank versus Henry Wilfred Soonies

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 1 December 1994 at 10:00, to the highest bidder:

Erf 34091, Mitchells Plain, in extent 253 square metres, held by T15428/1987, situated at 10 Knobwood Street, Eastridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen 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. D4U0202/106165/gl.)

Case 10085/90

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

ABSA Bank Limited, trading as United Bank versus Cecil Ernest Smith and Joan Josephine Smith

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 1 December 1994 at 10:00, to the highest bidder:

Erf 13493, Mitchells Plain, in extent 172 square metres, held by T43932/1989, situated at 9 Aegean, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Semi-detached dwelling: Lounge, kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen 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. D0U0587/100076/gl.)

Case 53166/90

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

ABSA Bank Limited, trading as United Bank *versus* **Gerome Malcolm Jacobs and Felicia Jacobs**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 1 December 1994 at 10:00, to the highest bidder:

Erf 4417, Mitchells Plain, in extent 220 square metres, held by T47676/1989, situated at 3 Tiber Close, Portland, 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 16,25% (sixteen 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. D0U2595/100320/gl.)

Case 53737/91

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

ABSA Bank Limited, trading as United Bank *versus* **Edward Johnson and Deborah Barbara Johnson**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 30 November 1994 at 10:00, to the highest bidder:

Erf 104185, Cape Town at Athlone, in extent 496 square metres, held by T44645/1988, situated at 139 Ruimte Road, Primrose Park, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/shower and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen 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. D1U1353/100511/gl.)

Case 2352/94

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

ABSA Bank Limited, trading as United Bank *versus* **Philip Samuels and Magdalena Samuels**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Thursday, 1 December 1994 at 11:00, to the highest bidder:

Erf 483, Wesfleur, in extent 450 square metres, held by T5200/1987, situated at 24 Cilicia Place, Wesfleur, Atlantis, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen 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. 4U107261/gl.)

Case 8540/93

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

ABSA Bank Limited, trading as United Bank *versus* William Adriaanse and Dina Adriaanse and Henry Adriaan Adriaanse

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Thursday, 1 December 1994 at 10:00, to the highest bidder:

Erf 17000, Paarl, in extent 358 square metres, held by T44649/1993, situated at 50 Mozart Street, Paarl, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen 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. D3U0620/104106/gl.)

Case 1541/91

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

ABSA Bank Limited, trading as United Bank *versus* Gerald Lawrence Ralph Manuel and Daphne Helena Manuel

The following property will be sold in execution at the site of the property, 4 Grens Way, 162 White City, Saldanha, Western Cape, on Friday, 2 December 1994 at 11:30, to the highest bidder:

Erf 7805, Saldanha, in extent 296 square metres, held by T73740/1989, situated at 4 Grens Way, 162 White City, Saldanha, 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 16,25% (sixteen 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. D1U0799/104627/cs.)

Case 2521/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Limited, trading as Volkskas Bank *versus* Paul Bruce Waters

The following property will be sold in execution at the site of the property, 5 Chebec Crescent, Sun Valley, Fish Hoek, Western Cape, on Wednesday, 30 November 1994 at 11:00, to the highest bidder:

Erf 15729, Fish Hoek, in extent 356 square metres, held by T79346/1993, situated at 5 Chebec Crescent, Sun Valley, Fish Hoek, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance/lounge/dining-room, kitchen, two 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 15,75% (fifteen comma seven 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. 4V114578/gl.)

Case 18750/94

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

ABSA Bank Limited, trading as United Bank *versus* **Range Property Investment CC**

The following property will be sold in execution at the site of the property, 129-133 Ninth Street, Kensington, Western Cape, on Tuesday, 29 November 1994 at 11:30, to the highest bidder:

Erf 22233, Cape Town at Maitland, in extent 495 square metres, held by T27779/1989, situated at 129-133 Ninth Street, Kensington, Western Cape.

1. The following improvements are reported but not guaranteed:

129 Ninth Street: Dwelling comprising lounge, kitchen, three bedrooms, bathroom and toilet.

131 Ninth Street: Hairdressing Salon.

133 Ninth Street: Butchery.

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 17,25% (seventeen 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. 4U108522/gl.)

Case 8922/94

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

ABSA Bank Limited, trading as Allied Bank *versus* **Andre Casper Kruger**

The following property will be sold in execution at the site of the property, 16 Groeveld Avenue, Bothasig, Western Cape, on Tuesday, 29 November 1994 at 12:45, to the highest bidder:

Erf 7603, Milnerton, in extent 902 square metres, held by T51534/1992, situated at 16 Groeveld Avenue, Bothasig, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, three bedrooms, bathroom/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen 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. D3A0418/109550/gl.)

Case 20514/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Pucks Corner Property CC**

The following property will be sold in execution at the site of the property, 39 Glynn Street, Gardens, Western Cape, on Tuesday, 29 November 1994 at 09:30, to the highest bidder:

Remainder of Erf 26, Vredehoek, in extent 103 square metres, held by T42784/1989, situated at 39 Glynn Street, Gardens, Western Cape.

1. The following improvements are reported but not guaranteed: Semi-detached dwelling on three levels: Entrance, lounge/dining-room, kitchen, four bedrooms, bathroom/toilet and guest 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claims 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. D2U1104/103167/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Leslie Fanie Welman, Elizabeth Margaret Welman and Renee Elizabeth Welman**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 28 November 1994 at 10:00, to the highest bidder:

Erf 1081, Weltevreden Valley, in extent 350 square metres, held by T8610/1990, situated at 11 Cathy Close, Weltevreden Glen, Weltevreden Valley, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room/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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1346/104402/gl.)

Case 2795/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank, *versus* **Martinus Wagner**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 29 November 1994 at 10:00, to the highest bidder:

Erf 1968, Macassar, in extent 156 square metres, held by T18738/1990, situated at 13 Dakota Street, Macassar, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U109832/gl.)

Case 16233/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Sam Dopey Borens and Josephine Borens**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 1 December 1994 at 10:00, to the highest bidder:

Erf 14157, Mitchells Plain, in extent 204 square metres, held by T36797/1989, situated at 47 Beaufort, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Semi-detached 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 16,25% (sixteen comma two five per centum) 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. D3U0458/103949/gL.)

Case 24733/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Ronald Norman George**, and **Beverley-Anne Susanne George**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 30 November 1994 at 10:00, to the highest bidder:

Erf 151473, portion of Erf 81478, Cape Town, at Retreat, in extent 260 square metres, held by T99225/1993, situated at 3A Fourth Avenue, Retreat, Western Cape.

1. The following improvements are reported but not guaranteed: Semi-detached dwelling: Lounge/dining-room, kitchen, two bedrooms and shower/toilet.

Flatlet: Bedroom/lounge/kitchen, shower and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U110206/gl.)

Case 34104/93

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, and **Farid Rabin**, married according to Muslim Rites, Defendant

In the above matter a sale will be held on Tuesday, 22 November 1994 at 11:30, at the Site, being:

10 Albow Road, Rugby, Maitland, Erf 19317, Cape Town, at Rugby in the Municipality of Cape Town, Cape Division, measuring five hundred and ninety-five (595) 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 ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate 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): Consisting of brick double storey with double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town; and at the offices of the undersigned.

Dated at Mitchells Plain this 17th day of October 1994.

E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.) (Ref. EWD/mr.)

Case 2722/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Violet Allen Gold**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 29 Riverside, Pinelands, on Thursday, 24 November 1994 at 11:00, namely:

Erf 803, Pinelands, in the Municipality of Pinelands, Cape Division, in extent 1 028 (one thousand and twenty-eight) square metres, held by Deed of Transfer T14724/1980.

Commonly known as 29 Riverside, Pinelands, which property is said, without warranty as to the correctness thereof, to comprise of: Tiled roof/brick walls, lounge, dining-room, kitchen, four bedrooms, bathroom, separate toilet, outside room and swimming-pool.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: Tiled roof/brick walls, lounge, dining-room, kitchen, four bedrooms, bathroom, separate toilet, outside room and swimming-pool.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 21st day of October 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 22175.)

Saak 651/92

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK GRABOUW GEHOU TE GRABOUW

In die saak tussen **Boland Bank Beperk**, Vonnisskuldeiser, en **C. D. Africa**, Vonnisskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 3 Desember 1993, sal die ondervermelde eiendom op Vrydag, 25 November 1994 om 11:00, per geregtelike veiling verkoop word by die Landdroskantoor, Grabouw:

Erf 876, Grabouw, geleë in die munisipaliteit Grabouw, afdeling Caledon, groot 498 (vierhonderd agt-en-negentig) vierkante meter, gehou kragtens Transportakte T6455/1984, verbeter met 'n drieslaapkamerwoonhuis.

Gedateer te Grabouw op hierdie 25ste dag van Oktober 1994.

B. D. le Roux, vir Claughton Le Roux & Wehmeyer, Prokureur vir Eiser, Hoofweg 39, Grabouw.

Case 852/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **First National Bank of Southern Africa (Pty) Ltd**, Plaintiff, and **Zurid Property Investments CC**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Pretoria, in the above matter, a sale will be held at front entrance, New Law Courts, North End, Port Elizabeth, on 2 December 1994 at 14:15, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff of the Court at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Court, Port Elizabeth, prior to the sale:

Remainder Erf 10515, Bethelsdorp, situated in the Municipality and Administrative District of Port Elizabeth, in extent 567 (five hundred and sixty-seven) square metres, known as Ackee Crescent, Bloemendal, Port Elizabeth.

Improvements: None.

Terms: Ten per cent (10%) of the purchase price and four per cent (4%) of the Sheriff's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within 14 days from date of sale.

Dated at Pretoria on this the 26th day of October 1994.

A. C. Kruger, for Mendel Cohen & Partners Inc., Third Floor, Permanent Building, Paul Kruger Street, Pretoria. (Tel. 323-3671.) (Ref. C. Kruger/MV/i21.)

Saak 145/94

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH

In die saak tussen **L Suzman Distributors (Pty) Ltd**, Vonnisskuldeiser, en **mnr. Wilton (Roodezandts Winkels)**, Vonnisskuldenaar

Ingevolge 'n vonnis in die Landdroshof vir die distrik Tulbagh, en 'n lasbrief in bogenoemde saak gedateer 15 Julie 1994, word 'n openbare veiling sonder 'n reserweprys gehou deur die Balju, Tulbagh, op 24 November 1994 om 10:00, by die perseel:

1. Erf 95, Saron, geleë in die gebied Saron, afdeling Tulbagh, groot 799 (sewe nege nege) vierkante meter, gehou kragtens Transportakte T18783/1975, geleë te Alheitstraat, Saron.

2. Erf 279, Saron, geleë in die gebied Saron, afdeling Tulbagh, groot 1 576 (een vyf sewe ses) vierkante meter, gehou kragtens Transportaktes T23899/1984, T33894/1985 en T35980/1986, geleë te Kerkstraat, Saron.

3. Gedeelte 6 van die plaas Saron 40, geleë in die afdeling Tulbagh, groot 1 032 vierkante meter, gehou kragtens Transportakte T7433/1977, geleë te Roodezandstraat, Saron.

Neem kennis dat die veiling onderworpe is aan die bepalings van die Landdroshofwet en Reëls, No. 32 van 1944. Die eiendom word voetstoots en onderworpe aan die voorwaardes van die bestaande titelbewys verkoop. Die hoogste bieder sal die koper wees onderworpe aan die bepalings van artikel 66 van bogenoemde Wet.

Neem verder kennis dat 1/10de (een-tiende) van die koopsom in kontant of deur middel van 'n bankgewaarborgde tjek onmiddellik na die toeslaan van die bod betaal word en die res van die koopsom tesame met rente daarop teen die heersende bouverenigingrentekoers, wat teen registrasie van oordrag betaal word en binne veertien (14) dae van die veilingsdatum moet 'n bank- of bouverenigingwaarborg daarvoor ontvang word.

Neem verder kennis dat die volgende verbeterings op die eiendomme is (alhoewel niks in hierdie verband gewaarborg word nie): Woonhuis met buitegeboue op eiendom 1 hierbo en winkelgeboue op eiendomme 2 en 3 hierbo.

Neem verder kennis dat die volledige veilingsvoorwaardes ten tye van die veiling uitgelees sal word en is voor die veiling ter insae by die Balju, Tulbagh, en die kantoor van die ondergetekendes.

Datum: 26 Oktober 1994.

Van Niekerk & Vennote, Eiser se Prokureurs, Van der Stelstraat, Posbus 6, Tulbagh, 6820. [Tel. (0236) 30-1050.] (Verw. mev. Smith/WDVN/004419/55881.)

Case 11694/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Wendy's Secretarial Services**, Plaintiff, and **Dynamic Personnel**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, on 11 March 1992 and a warrant of execution, the properties known as Erf 224, Hagley, and Erf 133, Hagley, will be sold in execution at the premises. The sale of Erf 224 to take place at 11:00, followed by Erf 133 at 11:30:

Erf 224, Hagley, in the Division of Stellenbosch, measuring 496 (four hundred and ninety-six) square metres, situated at 8 Kingfisher Walk, Hagley.

Described as a brick double storey building under an asbestos roof with 12 bedrooms, two bathrooms, showers, toilets and kitchen.

Erf 133, Hagley, in the Division of Stellenbosch, measuring 1 001 (one thousand and one) square metres, situated at 37 Sunbird South Road, Hagley.

Described at a vacant plot.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of the title deeds in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale.

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 offices of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Cape Town this 21st day of October 1994.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. JRG/nb W00024.)

Case 10128/94
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 **Bongani Basil Sojola**, First Defendant, and **Mary-Ann Vuyiseka Sojola**, 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 in front of the Mitchells Plain Magistrate's Court, on Monday, 5 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 52 Park Avenue, Rocklands Medical Centre, Rocklands, Mitchells Plain:

Erf 1607, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 495 square metres, and situated at 56 Ryan Way, Mandalay, Mitchells Plain.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 114 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom with water closet, water closet with shower and a 33 square metre outbuilding consisting of garage and servant's quarters.

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 21st 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/S1812/4553.)

Case 11108/94

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

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Colin Roy Clarke**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Goodwood, in the above matter, a sale will be held on Tuesday, 6 December 1994 at 11:00, and at the property of the following immovable property:

Remainder Erf 8996, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent 862 square metres, held by Deed of Transfer T28784/83, situated at 169 Halt Road, Elsie's River, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A semi-detached brick house with a corrugated sheeting roof consisting of two lounges, two kitchens, six bedrooms and two bathrooms.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Goodwood, and at the offices of the undermentioned auctioneers, Michael James Organisation, 63 Victoria Street, Somerset West.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Saak 6944/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Saambou Bank**, Eiser, en **Vincent Jongile Dlambulo**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 22 September 1994 en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 24 November 1994 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 8746, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, beter bekend as St Augustinesweg 58, Wes Einde, Kimberley, groot 501 (vyfhonderd-en-een) vierkante meter, gehou kragtens Transportakte T1956/92 gedateer 22 Mei 1992, onderworpe aan Verbandakte B1132/92, ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 25ste dag van Oktober 1994.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Case 9730/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Matthys Johannes Botes, Jan Andreas Johannes Botes, and Hermanus Dina Williams Ferdinandus Botes**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 98 Surrey Street, Goodwood, 7460, on Thursday, 24 November 1994 at 12:00:

Erf 2552, Goodwood, in the Municipality of Goodwood, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T48316/93 and situated at 98 Surrey Street, Goodwood, 7460.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Goodwood.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom, w.c. and double garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 24th day of October 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJY/SP 227329.)

Saak 3753/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **NBS Bank Beperk**, Eiser, en **F. H. E. Nicholls**, Eerste Verweerder, en **L. Nicholls**, Tweede Verweerder

Ingevolge 'n vonnis van bovermelde Agbare Hof en lasbrief tot eksekusie gedateer 6 Oktober 1994, sal die ondervermelde goedere verkoop word op 30 November 1994 om 10:00, te die eiendom by hoek van Anthea- en Jasminstraat, Sercor Park, Strand.

En neem kennis dat die verkoopvoorwaardes by die Balju, Strand, vir inspeksie beskikbaar is en voor die verkoping uitgelees sal word.

Die eiendom bestaan uit 'n tweeslaapkamerwoonhuis uit sementblokke met badkamer en toilet, geleë op 'n 300 m² erf op die hoek van Anthea- en Jasminstraat, Sercor Park, Strand, ook bekend as Erf 14455, Strand, in die munisipale area van die Strand, afdeling Stellenbosch. Die inligting word gegee, maar nie gewaarborg nie.

Neem kennis dat 10% (tien persent) van die koopprys in kontant betaal moet word en die balans deur 'n bankwaarborg verseker moet word binne 14 dae na die koop van die eiendom.

Gedateer te Strand op hierdie 24ste dag van Oktober 1994.

W. P. Holder Boiskin & Joubert, Prokureurs vir Eiser, Van der Stelgebou, Gallowayplein, Strand.

Case 6173/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **William Alfred Ziemann**, First Plaintiff, **Gloria Ziemann**, Second Plaintiff, and **Lucas Alfred Sandamela**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 16 June 1994, the following property will be sold on 23 November 1994 at 10:10, at the Sheriff's Office, KSM Building, Eales Street, King William's Town, to the highest bidder:

Erf 725, Breidbach (Breidbach Township Extension 4), Municipality and Division of King William's Town, in extent four hundred and fourteen (414) square metres, situated at 45 Sonneblom Street, Breidbach, King William's Town, being a dwelling-house with usual outbuildings.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and will be sold to the highest bidder without reserve.

2. 10% (ten per centum) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at the rate of 22% (twenty-two per centum) per annum shall be guaranteed for payment against transfer.

3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Company, Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. M. A. Yazbek/Miss Halley.)

NATAL

Case 409/94*

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bhekiyise Sanny Nxumalo**, Defendant

In pursuance of a judgment granted on 15 July 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 November 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J2568, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: Ownership Unit J2568, Esikhawini.

1. (c) *Property description (not warranted to be correct)*: Single storey block under tiled roof dwelling comprising of lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of October 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/05/K600/P52 (852/94).]

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Msizeni Buthelezi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 18 November 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, Natal, to the highest bidder for cash, without reserve:

Site A2313, in the Township of Inanda, Newtown, District of Verulam, Natal, in extent 297 (two hundred and ninety-seven) square metres, held by Deed of Grant 10733.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Site A2313, in the Township of Inanda Newtown, District of Verulam, Natal.
2. The property has been improved by the construction thereon of a block under asbestos house with electricity, but no water, consisting of two bedrooms, lounge, kitchen, toilet (outside) and no bathroom.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 13th day of November 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0237/B4.)

Case 18763/94

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

In the matter between **First National Bank of Southern Africa Ltd**, Execution Creditor, and **Kelvin Victor Berry**, Execution Debtor

In pursuance of a judgment granted on 5 September 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 25 November 1994 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg:

Description: Remainder of Subdivision 137 (of 136), of the farm New England 1462, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand two hundred and forty four (1 244) square metres.

Postal address: 35 McPherson Drive, Peacehaven, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling-house of brick under tile comprising entrance hall, lounge, dining-room, four bedrooms, two bathrooms, shower, two toilets, kitchen together with double garage, carport, laundry, servant's room, toilet and shower.

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 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 this 14th day of October 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritzburg Street, Pietermaritzburg.

Case 2898/94

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 **Nigel Marc Spendlove**, First Defendant, and **Christina Janet Spendlove**, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 18 November 1994 at 10:00, at the front entrance to the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 435, Kloof Extension 4, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3 728 square metres, held by the Defendants under Deed of Transfer T15964/91 and having street address at 91 Buckingham Road, Kloof, 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 Plastered facebrick dwelling under tiled roof comprising entrance, lounge, dining-room, kitchen, three bedrooms, two bathrooms, large room used as child care area with three toilets.

2.2.2 Single garage and maid's room, an incomplete room with bathroom.

2.2.3 Swimming-pool.

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 of R6 000] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, 2 Samkit Centre, 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 28th day of September 1994.

J. M. Koch, for John Koch & Co., Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK.CSH.F1373.D12.)

Case 1698/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited**, No. 51/00009/06, Plaintiff, and **Pieter Gerhardus Duvenhage**, First Defendant, and **Neeltjie Duvenhage**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Port Shepstone, and the warrant of execution issued pursuant thereto on 20 July 1994, the immovable property described as:

Lot 160, Margate, situated in the Borough of Margate, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, measuring 1 878 square metres, held under Deed of Transfer T10779/90, and situated in Phillip Drive, Margate, will be sold in execution on Friday, 25 November 1994 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by no improvements: Vacant stand.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP075/01NP01575.)

Case 9203/93

IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Peter Johannes William Pretorius**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 18 November 1994 at 09:00:

Description: Subdivision 96 of Lot 429, Zeekoe Vlei, situated in the City of Durban, Administrative District of Natal, in extent 210 (two hundred and ten) square metres, held under Deed of Transfer T23939/91.

Physical address: 10 Ray Place, Newlands East, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey concrete block under tile roof dwelling comprising an entrance hall/porch, lounge/dining-room, kitchen, three bedrooms, bathroom and toilet. There are no outbuildings.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 6th day of October 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7112/mvr.)

Case 9542/94

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 **Ashwin Bechoo**, 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, Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 25 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 Subdivision 279 of Lot 316, Duikerfontein, situated in the City of Durban, Administrative District of Natal, in extent 934 (nine hundred and thirty-four) square metres and held under Deed of Transfer T17251/92.

Street address: 66 Mill Road, Effingham Heights, Durban.

Improvements: Vacant plot.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 15 Milne Street, Durban. (Tel. 368-2100).

Dated at Durban this 7th day of October 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 511/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Henry Boy Khanyile**, Defendant

In pursuance of a judgment granted on 19 April 1994, in the Magistrate's Court for the District of Mtunzini, held at Mtunzini, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 22 November 1994 at 09:00, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: H705 Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent seven hundred and sixteen (716) square metres.

Postal address: H705 Tholeni Street, Esikhawini, Natal.

Improvements: Single storey face brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom, bathroom/toilet/shower and toilet. The outbuildings comprise two garages.

Zoning: Special Residential.

Nothing in this regard is guaranteed.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of the sale and the balance, against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Court Messenger within 14 (fourteen) days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 16% (sixteen per cent) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mtunzini.

Dated at Durban this 28th day of September 1994.

Lucia Toich-Glass, Plaintiff's Attorneys, 11 Hignett Street, Mtunzini. Instructed by: Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6582/mvr.)

Case 36995/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Hendrik Ludolph Neethling**, Execution Debtor

In pursuance of judgment granted on 15 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, 24 November 1994 at 14:00, in front of the Magistrate's Court-house, Somtsue Road, Durban, to the highest bidder:

Description: A certain immovable Unit being: (a) Section 3, as shown and more fully described on Sectional Plan SS269/92, in the scheme known as Temba, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 111 square metres in extent. (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

Postal address: 3 Temba, 10 Moore Grove, Glenwood, 4001.

Improvements: Sectional Title Unit, consisting of entrance hall, lounge, dining-room, two bedrooms, kitchen, bathroom, toilet/shower and 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 cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or laws.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 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.] (Ref. CMK/U072/034646/Mrs Chelin.)

Case 3855/94

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 **Caroline Erasmus**, First Defendant, and **Henry Erasmus**, 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, 25 November 1994 at 10:00:

Description: Subdivision 17 of Lot 950 Durban North, situated in the City of Durban, Administrative District of Natal, in extent 1 912 (one thousand nine hundred and twelve) square metres, held under Deed of Transfer T155220/92.

Physical address: 91 Northway, Durban North, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling, comprising two entrance halls, lounge, dining-room, family room, study, kitchen, patio, four bedrooms, bathroom, bathroom/toilet/shower and two toilets.

The outbuildings comprise two garages, two carports, laundry and store-room. There is also a swimming-pool.

There is a granny flat, comprising bedroom, living room and toilet/shower.

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.

3. 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, Office and Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 27th day of September 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7529/mvr.)

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 **Kenneth Henry Mills**, 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, 25 November 1994 at 10:00:

Description: Section 38, as shown and more fully described on Sectional Plan SS227/1991, in the scheme known as Cabana Sierra in respect of the land and building or buildings situated at Durban and in the City of Durban, of which section, the floor area according to the said sectional plan is 145 (one hundred and forty-five) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

Section 95, as shown and more fully described on Sectional Plan SS227/1991, in the scheme known as Cabana Sierra in respect of the land and building or buildings situated at Durban and in the City of Durban, of which section, the floor area according to the said sectional plan is 18 (eighteen) 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; and

Section 96, as shown and more fully described on Sectional Plan SS227/1991, in the scheme known as Cabana Sierra in respect of the land and building or buildings situated at Durban and in the City of Durban, of which section, the floor area according to the said sectional plan is 18 (eighteen) 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, all held under Deed of Transfer ST2095/92; and

Section 49, as shown and more fully described on Sectional Plan SS227/1991, in the scheme known as Cabana Sierra in respect of the land and building or buildings situated at Durban and in the City of Durban, of which section, the floor area according to the said sectional plan is 20 (twenty) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST17536/92; and

Section 134, as shown and more fully described on Sectional Plan SS248/1992, in the scheme known as Cabana Sierra in respect of the land and building or buildings situated at Durban and in the City of Durban, of which section the floor area according to the said sectional plan is 10 (ten) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST13240/92.

Physical address: 38 Cabana Sierra, 30 Browndrift Road, Umgeni Park, Natal.

Zoning: General Residential.

The property consists of the following: Simplex comprising an entrance hall, living-room, patio, three bedrooms, bathroom/toilet, toilet/shower and kitchen. The outbuildings comprise three garages, servant's room (No. J34) and an open parking bay No. 39.

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 Courts Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this the 27th day of September 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/R.681/mvr.)

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 **Theresa Ann du Plooy**, First Defendant, and **William Andreas du Plooy**, Second Defendant

In pursuance of a judgment of 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, 25 November 1994 at 10:00:

Description: Lot 1219 of Lot 14, No. 1547, situated in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and ten (1 310) square metres, held under Deed of Transfer T31279/83.

Physical address: 2 Troon Drive, Durban North, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/toilet, toilet, two showers, dressing-room and bar. The outbuildings comprise two carports, two servants' rooms, toilet, shower and workshop.

There is a cottage comprising kitchen, toilet, shower, lounge, two bedrooms, dining-room and bar. There is also a swimming-pool.

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 Courts Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this the 27th day of September 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6939/mvr.)

Case 440/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Rodwell Jozana**, First Defendant, and **Ethel Nonkosana Jozana**, Second Defendant

In pursuance of a judgment granted on 4 August 1994, in the Magistrate's Court for the District of Mtunzini, held at Mtunzini, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 22 November 1994 at 09:00, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: J902 eSikhawini, situated in the Township of eSikhawini, District of Ongoye, in extent 438 (four hundred and eighty-three) square metres.

Postal address: J902 Unnamed Road, eSikhawini, Natal.

Improvements: Single storey under tiled roof dwelling comprising lounge, kitchen, two bedrooms, bathroom (toilet) and toilet/shower. There are no outbuildings.

Zoning: Special Residential.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash or by bank-guaranteed cheque at the time of the sale and the balance, against transfer to be approved by the Plaintiff's attorneys and to be furnished to the Messenger of the Court within 14 (fourteen) days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 15,25% (fifteen comma two five per centum) per annum, on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest on the rates stipulated in such bonds.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mtunzini.

Dated at Durban on this the 20th day of September 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7500/mvr.); Lucia Ltoch-Glass, 11 Hignett Street, Mtunzini.

Case 1342/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited**, No. 87/01384/06, formerly Natal Building Society Limited, Plaintiff, and **Lingatharan Muruva Govender**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 20 July 1994, the immovable property described as:

Subdivision 1 of Lot 972, Port Shepstone, situated in the Marburg Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 370 square metres, held under Deed of Transfer T25473/89 and situated in Snipe Street, Albersville, will be sold in execution on Friday, 25 November 1994 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or V.A.T. where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a dwelling under brick-a-tile, consisting of lounge, dining-room, kitchen, bath, toilet and basin, two bedrooms, main-on-suite (toilet, bath and basin.) *Servants' quarters*: Dining-room, kitchen, two bedrooms, toilet and bath. *Outbuilding* under brick-a-tile, consisting of two bedrooms, lounge, kitchen, bath and toilet.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N239/01N209582.)

Case 1322/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Phindile Michaelinah Luvuno**, Defendant

In pursuance of judgment granted on 18 July 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 23 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 BB559, in extent 440 square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984, held by virtue of Deed of Grant 6562/87.

Physical address: Ownership Unit BB559, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick/plaster and tile dwelling (77 m²) comprising kitchen, dining-room, lounge, three bedrooms, bathroom, w.c. and a garage (20 m²). Municipal electricity, water supply and sanitation: Local authority.

Improvements: Driveway/awnings.

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 16% (sixteen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban on this 18th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26437/35.)

Case 59/94

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

In the matter between **Mtunzini Town Board**, Plaintiff, and **Trumpeters Retreat CC**, Defendant

In the pursuance of a judgment granted on 11 April 1994, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 November 1994 at 09:00, in the front of the Magistrate's Office, Mtunzini.

1. (a) *Deeds offices description*: Lot 194, Mtunzini Extension 2, situated in the Borough of Mtunzini, Administrative District of Natal, in extent one thousand eight hundred and sixty-four (1 864) square metres; held under Deed of Transfer T4722/91 and subject to all the conditions contained therein, especially the reservation of mineral rights in favour of the State.

1. (b) *Street address*: 30 Siyayi Street, Mtunzini.

1. (c) *Property description* (not warranted to be correct): Vacant piece of land.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemptions: Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Mtunzini.

3. The sale shall be by public auction, with reserve, to the highest bidder.

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

Botha & Van der Bank, Plaintiff's Attorneys, 12 Davidson's Chambers, Union Street, Empangeni. (Ref. Kloppers/SS.)

Case 8120/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Christopher Ian Edge**, Defendant

In pursuance of a judgment granted 21 March 1994, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 2 December 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: Subdivision 1 of Lot 1038, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 510 square metres, held under Deed of Transfer T5689/87.

Postal address: 62 Coronation Avenue, Malvern.

Town-planning Zoning: Residential.

Improvements (not guaranteed): A single storey brick and plaster dwelling with tiled roof and asbestos gutters with lounge dining-room, study, four bedrooms, bathroom, combined toilet and shower, separate toilet, laundry, double garage, garden fenced off and concrete driveway.

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 full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.

3. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society to be approved by us and to be furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.

5. Payment of the Sheriff/auctioneer's fees of five per cent (5%) of the proceeds of the sale, up to the price of R20 000 and thereafter three per centum (3%) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax, is payable in cash immediately after the sale.

6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.

7. The improvements on the property are as stated above but no guarantees are given in this regard.

8. The purchaser shall be liable for Value-Added Tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this the 14th day of October 1994.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown. (Ref. Mr Walden/Colls/Mr Williams/pm/F019.)

Case 2748/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **Reggy Rajah**, First Defendant, and **Manormani Rajah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following property belonging to the Defendants, will be sold in execution on 25 November 1994 at 09:00, at the offices of the Sheriff, Supreme Court, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash:

Property description: Subdivision 4 of Lot 265, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 577 square metres, held under Deed of Transfer T23487/86.

Postal address: 10 Veena Road, Raisethorpe, Pietermaritzburg.

Improvements: The property has been improved by the construction of a brick under tile dwelling, fully carpeted, comprising entrance hall, lounge, dining-room, three bedrooms, two bathrooms with toilets, kitchen and garage.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, Pietermaritzburg, 5 Courtyard Derek Hall, 172 Loop Street, Pietermaritzburg and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this the 14th 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. Mr Meyer/cch G.1.)

Case 557/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bhekumuzi Joseph Shjabalala**, Defendant

In pursuance of a judgment granted on 16 August 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 November 1994 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J119, situated in the Township of eSikhawini, District of Ongoye, in extent 548 (five hundred and forty-eight) square metres.

1. (b) *Street address*: Ownership Unit J119, eSikhawini.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/05/K600/907/94 (907/94.)]

Case 224/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Thokozane Lesly Nyawo**, Defendant

In pursuance of a judgment granted on 3 August 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 November 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds Office Description*: Ownership Unit H3630, situated in the Township of Esikhawini, District of Ongoye, in extent 380 (three hundred and eighty) square metres.

(b) *Street address*: Ownership Unit H3630, Esikhawini.

(c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special Privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/732/94 (05/K600/732).]

Case 413/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI**

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bongumusa Gumede**, Defendant

In pursuance of a judgment granted on 15 July 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 November 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds Office Description*: Ownership Unit H3628, situated in the Township of Esikhawini, District of Ongoye, in extent 380 (three hundred and eighty) square metres.

(b) *Street address*: Ownership Unit H3628, Esikhawini.

(c) *Property description (not warranted to be correct)*: Single storey block under concrete tiled roof dwelling comprising of lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special Privileges or exceptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/842/94 (05/K600/842).]

Case 7747/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Joshua Mandlenkosi Zondi**, Defendant

In pursuance of a judgment granted on 16 September 1994, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2 December 1994 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

A certain piece of land, being Ownership Unit 144, in the Township of Ohlanga, situated in the District of Inanda, in extent 262 (two hundred and sixty-two) square metres, held by Virtue of Deed of Grant GF13369/1990.

Physical address: Unit 144, in the Township of Ohlanga.

The property has been improved by the erection of a dwelling-house thereon, consisting of brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet, no bathroom, lights and no water.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

Terms: 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 the purchase price in cash or by bank-guarantee cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda Area 1.

Dated at Umhlanga Rocks this 18th day of October 1994.

P. A. Jenkins, for Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

C/o Henry Frances J. P. 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 561-1011.)

Case 14619/93

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

In the matter between **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **K. I. Naicker**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 22 February 1994, and a warrant of execution issued on 22 February 1994, the following immovable property will be sold in execution on 18 November 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 13 of Lot 6465, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 900 square metres.

Postal address: 20 Oleander Road, Pinetown.

Improvements: Vacant land.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

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 (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 Creditor's 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.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

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

In the matter between **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **Goolam Mustapha**, First Execution Debtor, and **Jaithoon Bibi Khan**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 6 June 1994, and a warrant of execution issued on 6 June 1994, the following immovable property will be sold in execution on 18 November 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Remainder of Lot 6486, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 0,6031 hectares, postal address: Acorn Road, Dassenhoek.

Improvements: Brick under asbestos building comprising four bedrooms, lounge, dining-room, two toilets, bathroom and two rooms.

Town-planning zoning: Multiple.

Special privileges: None known.

Nothing is guaranteed in the above respect.

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 (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 Creditor's 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.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 2407/94

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

In the matter of **The Collector of Rates for the Borough of Margate**, Applicant

In pursuance of an order of the above Honourable Court granted on 10 August 1994, in terms of section 172 (10) of the Local Authorities Ordinance, No. 25 of 1974, the undermentioned properties will be sold by public auction to the highest bidder by the Deputy Sheriff at the offices of the Borough of Margate, Margate, on 23 November 1994 at 10:00, namely:

1. Lot 771, Margate: Mary Street, Margate: Vacant land;
2. Lot 1197, Margate: 17 Lawenshi Drive, Margate: Vacant land;
3. Lot 1206, Margate: Mourant Road, Margate: Vacant land;
4. Lot 1218, Margate: 35 Brown Street, Margate: Vacant land;
5. Lot 1284, Margate: 11 Humphries Street, Margate: Vacant land;
6. Lot 1313, Margate: 9 Sheffield Street, Margate: Vacant land;
7. Lot 1370, Margate: 14 Keiller Street, Margate: Vacant land;
8. Lot 1371, Margate: 12 Keiller Street, Margate: Vacant land;
9. Lot 1635, Margate: 4 Van Riebeeck Street, Margate: Vacant land;
10. Lot 1676, Margate: 28 Peck Street, Margate: Vacant land;
11. Lot 1690, Margate: 3 Peck Street, Margate: Vacant land;
12. Lot 1763, Margate: 15 Boonzaaier Street, Margate: Vacant land;
13. Lot 1925, Margate: Roosevelt Avenue, Margate: Vacant land;
14. Lot 1934, Margate: 68 Roosevelt Avenue, Margate: Vacant land;
15. Lot 1935, Margate: 70 Roosevelt Avenue, Margate: Vacant land;
16. Lot 1970, Margate: 78 Tedder Avenue, Margate: Vacant land;
17. Lot 1979, Margate: 23 Christopher Street, Margate: Vacant land;
18. Lot 1986, Margate: 19 Arthur Street, Margate: Vacant land;
19. Lot 2213, Margate: 47 Tedder Avenue, Margate: Vacant land;
20. Lot 2336, Margate: 34 Louis Botha Avenue, Margate: Vacant land;
21. Lot 2344, Margate: 17 Bobby Locke Avenue, Margate: Vacant land;

- 22. Lot 2352, Margate: 27 Irene Road, Margate: Vacant land;
- 23. Lot 2659, Margate: 23 Bauhinia Avenue, Margate: Vacant land;
- 24. Lot 2675, Margate: Azalea Avenue, Margate: Vacant land;
- 25. Lot 2681, Margate: 3 Azalea Avenue, Margate: Vacant land;
- 26. Lot 2682, Margate: Azalea Avenue, Margate: Vacant land;
- 27. Lot 2695, Margate: 24 Azalea Avenue, Margate: Vacant land;
- 28. Lot 2742, Margate: 32 Bauhinia Avenue, Margate: Vacant land;
- 29. Lot 2745, Margate: Bauhinia Avenue, Margate: Vacant land;
- 30. Lot 2750, Margate: 23 Bauhinia Avenue, Margate: Vacant land;
- 31. Lot 2802, Margate: Protea Avenue, Margate: Vacant land;

The conditions of sale will be read out immediately prior to the sale or may be inspected at the office of the Deputy Sheriff, 20 Riverview Road, Sunwich Port.

Douglas Kent & Co., Attorneys for the Applicant, 1-6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

Case 5812/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, trading as Trust Bank and Volkskas Bank, Plaintiff, and **Mithramonie Chunilal**, First Defendant, and **Chunilal Property Investments CC**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated March 1994, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff for the Supreme Court, Durban North, on Friday, 25 November 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder without.

Property description: Subdivision 5 of Lot 3348, Durban North, situated in the City of Durban, Administrative District of Natal, in extent five thousand five hundred and fifty-five (5 555) square metres.

Improvements: Vacant land. Nothing in this regard is guaranteed.

Physical address: 93 Duffy Crescent, Durban North.

Town-planning zoning: Special Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court at 15 Milne Street, Durban.

Dated at Durban the 3rd day of October 1994.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/ph/A94:40.)

Case 4640/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Southern Wind (Proprietary) Limited**, First Defendant, and **Robinson Berry**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated August 1994, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban North, on Friday, 25 November 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve.

Property description: Section 15 of Branberry Gardens as will appear from Sectional Title 9538/91 and held by Certificate of Registered Title 14284/92.

Improvements: Lounge/dining-room with wall-to-wall carpets and ceiling fan; kitchen/scullery with built-in units including hob/eye level oven/tile floor; bathroom (bath/wash basin/toilet); two bedroom with wall to wall carpet one with ceiling fan; bedroom fully carpeted and built-in cupboards with en suite (shower/wash basin/toilet/tile floor); double garage with lock up door; servant's room with grano floor; servant's shower/toilet with grano floor.

Nothing in this regard is guaranteed.

Physical address: Unit 15, Branberry Gardens, 9 Fuchia Grove, Glenhills, Durban.

Town-planning zoning: Residential.

Material conditions and terms:

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 Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court at 15 Milne Street, Durban.

Dated at Durban the 12th day of October 1994.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/ph/U94:1.)

Case 5155/94

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 **Vartharajah Dorasamy Reddy**, First Defendant, and **Hanswathi Reddy**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 18 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 Lot 3676, Reservoir Hills (Extension 15) situated in the City of Durban, Administrative District of Natal, in extent one thousand four hundred and seven (1 407) square metres and held under Deed of Transfer T33215/92.

Street address: 63 Newcastle Avenue, Reservoir Hills, Durban.

Improvements: A brick under tile dwelling in three stages comprising lounge/dining-room, kitchen and toilet, master bedroom with en suite, TV-lounge, two rooms and toilet/shower.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 12th day of October 1994.

Livingston Leandy Inc., 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 14801/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Bongani Stewart Xaba**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 26 August 1994 the following immovable property will be sold in execution on Thursday, 24 November 1994 at 11:00, at the Magistrate's Court, Bell Street, Greytown, Natal, to the highest bidder:

Lot 938, Enhlalakahle, situated in the District of Natal, in extent 426 (four hundred and twenty-six) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 938, Enhlalakahle, Greytown, which property consists of land improved by a single-storey dwelling-house under brick and tile, comprising three bedrooms, two bathrooms, two w.c.'s, lounge, dining-room and kitchen. The outbuilding consists of garage.

Material condition of sale:

The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the execution creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Greytown, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 119 Voortrekker Street, Greytown, and interested parties may contact the execution creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 7th day of October 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 22646/93

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

In the matter between **City Treasurer, Pietermaritzburg**, Execution Creditor, and **Stephen Bydell**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg, and a warrant of execution No. 22646/93 issued thereon, dated 8 April 1994 the immovable property listed hereunder will be sold in execution on 25 November 1994 at 11:00, at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions which will be read out by the auctioneer at the sale namely:

Remaining extent of Lot 2142, Pietermaritzburg, situated in the City of Pietermaritzburg, and in the Administrative District of Natal, in extent 586 (five hundred and eighty six) square metres.

The following information is furnished but not guaranteed:

1. The property is a Residential property;
2. the property is situated at 420 Greyling Street, Pietermaritzburg;
3. the area of the land is 587 m²;
4. the property has improvements to the main dwelling viz. wood and iron shed;
5. the main dwelling consists of bedroom, lounge, kitchen, toilet and bathroom.
6. the area of the buildings are, main building 128 m² (brick under iron) and outbuilding 14 m²; and
7. the detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Pietermaritzburg on this 18th day of October 1994.

Bale Buchanan, for B. J. Wilkes, for Plaintiff's Attorneys, 131 Pietermaritz Street, Pietermaritzburg.

Case 5777/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited, Plaintiff, and Jabula Mbambo**, First Defendant, and **Nonhle Rose-Mary Mbambo**, Second Defendant

Remaining extent of Sub 5 of Lot 1611, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 661 (six hundred and sixty-one) square metres, with the postal and street address of 18 Wyham Avenue, Wentworth.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling comprising of three bedrooms, kitchen, lounge, dining-room, toilet and bathroom, garage and servant's quarters. Property enclosed with precast fencing.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the execution creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The purchaser shall pay auctioneer's charges immediately on the day of the sale and in addition, transfer dues, costs of transfer and arrear rates, levies, taxes and other charges necessary to effect transfer on request by De Villiers Evans & Petit, the attorneys for the execution creditor.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for Durban South, 101 Lejaton, 40 St Georges Street, Durban, and interested parties are asked to contact the execution creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 19th day of October 1994.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N003.7157/94.)

Case 7579/91

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

In the matter between **Victor Storck**, Plaintiff/Execution Creditor, and **Z. P. Mkhwanazi**, Defendant/Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, dated 17 June 1991, and a writ of execution issued thereat on 16 August 1994, the immovable property listed hereunder will be sold in execution on 2 December 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Property description: Ownership Unit/Site G321, in the Township of kwaMashu, District of Ntuzuma, measuring in extent three hundred and fifty-three (353) square metres, represented and described on General Plan PB338/1988, held by the Defendant/Execution Debtor under Deed of Grant Registered G001123/90.

Postal address: G321 Dlokwe Road, kwaMashu.

Zoning: Spesial Residential.

Improvements (not warranted to be correct): A brick under tile dwelling comprising of three bedrooms, bedroom with en suite, lounge, kitchen, toilet with bathroom, garage and outbuilding with two rooms.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed, premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed/deed of grant in so far as same may be applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately the sale is concluded, the balance being payable against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is sold to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates, all Value-Added Tax and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

6. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area 1, Tel. (0322) 33-1037.

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

Laing Frank & MacDonald, Eighth Floor, General Building, 47 Field Street, Durban, 4001, [Tel. (031) 30-61915.] [Fax. (031) 307-6475.] (Ref. GTJ/rg/M288.)

Case 874/94

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

In the matter between **N B S Bank Limited**, Plaintiff, and **Zanele Erica Ramorobi**, Defendant

In pursuance of a judgment granted on 16 September 1994 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 23 November 1994 at 10:00, at the Magistrate's Court, Main Road, Eshowe;

1. (a) *Deeds office description:* Ownership Unit B850, situated in the Township of Sundumbili, District of Inkanyezi, measuring in extent four hundred and seventy-five (475) square metres.

(b) *Street address:* B850 Sundumbili Township.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom and toilet, kitchen, lounge/dining-room and carpets.

(d) *Zoning/special privileges or exemptions:* Special Residential Zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of October 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2646/94.)

Case 2378/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Prince Njabulo Ntanzu**, 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 18 November 1994 at 11:00, by Sheriff of the Magistrate's Court, 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder for cash, without reserve:

Ownership Unit 809, Unit C, in the Township of Mpumalanga, District of Mpumalanga, Natal, in extent 325 (three hundred and twenty-five) square metres, represented and described on Deed of Grant 1928/442.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 809 Unit C, in the Township of Mpumalanga, District of Mpumalanga, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 19th day of October 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. RNS/jh/42/K0117/94.)

Case 22697/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARTIZBURG

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Z. L. Mofokeng**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 18 November 1992, the writ of execution dated 15 June 1994, the immovable property listed hereunder will be sold in execution on 26 November 1994 at 10:00, at the Sheriff's Salesroom, 12 Campbell Road, Howick, to the highest bidder:

Ownership Unit A2451, Mpophomeni Township, District of Vulindlela, in extent 415 square metres, held by Deed of Grant G002330/90.

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 deeds in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed:

Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 22% (twenty two per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Howick, immediately prior to the sale may be inspected at his office at 12 Campbell Road, Howick.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 280 Loop Street, Pietermaritzburg. (Ref. AL/kdb/K1L406.)

Saak 1292/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Ngenzeni Miya**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 Oktober 1994 sal die onder vermelde eiendom op 23 November 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 2086, Unit D, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprijs is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 20ste dag van Oktober 1994.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 2537/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Mortgage Investment Corporation (Pty) Limited**, Plaintiff, and **Cithiwe Goodness Mbatha**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 9 September 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 Lower Umfolozi on 24 November 1994 at 11:00, in front of the Magistrate's Court, Union Street, Empangeni, Natal, to the highest bidder:

Lot 6516, Richards Bay Extension 17, situated in the Borough of Richards Bay, Administrative District of Natal, measuring one thousand and fifty (1 050 square metres).

The property is situated at 9 Elephant Walk, Wildenweide, Richards Bay, Natal.

The following information is furnished regarding the property but is not guaranteed and is improved by a dwelling-house constructed of brick under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, dining-room, lounge, garage and servant's toilet.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court within thirty (30) days after the date of sale.

2. The balance of the purchase price plus interest thereon at the rate of 14,75% (fourteen comma seven five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, old Mill Way, Empangeni.

Dated at Pietermaritzburg this 25th day of October 1994.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/A173.)

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Michael Nzama**, Defendant

In pursuance of judgment granted on 19 May 1994 in the Umlazi Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 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 M584, in extent 353 square metres, situated in the Township of Umlazi, represented and described on General Plan BA38/1968, held by virtue of Deed of Grant 3421/88.

Physical address: Ownership Unit M584, 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, lounge, two bedrooms and bathroom. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or 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 the 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 on 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 18th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z19490/26.)

Case 1518/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Joel Shongwe**, First Defendant, and **Mfazwe Elliot Shongwe**, Second Defendant

In pursuance of judgment granted on 21 December 1993 in the Umlazi Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 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 F423, in extent 383,2 square metres, situated in the Township of Umlazi, represented and described on General Plan BA19/1966, held by virtue of Deed of Grant 63/149.

Physical address: Ownership Unit F423, 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, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Improvements: Outbuilding (60 m²).

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or 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 the 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 on 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 18th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17511/26.)

Case 149/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Jamengweni Stanley Limako**, Defendant

In pursuance of judgment granted on 29 November 1993 in the Umlazi Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 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 V436, in extent 332 square metres, situated in the Township of Umlazi, represented and described on General Plan BA90/1975, held by virtue of Deed of Grant 4035/106.

Physical address: Ownership Unit V436, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey plaster and asbestos dwelling (106 m²) comprising kitchen, lounge, dining-room, three bedrooms, bathroom, w.c. and double garage (38,75 m²). Municipal electricity, water supply and sanitation: Local authority.

Improvements: Block wall.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or 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 the interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment on 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 24th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z10460/35.)

Case 55985/94

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

In the matter between **John Stobo Brown Cullen and 8 others**, Plaintiffs, and **Ishwarduth Ramjith**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Durban and writ of execution dated 8 September 1994, the immovable property listed hereunder will be sold in execution on 18 November 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Lot 317, Lenham, City of Durban, Administrative District of Natal, in extent 307 square metres.

Postal address: 46 Esselen Crescent, Lenham, Phoenix, Durban.

Improvements: Block under asbestos dwelling of three bedrooms, kitchen, lounge, toilet and bathroom.

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 10% (ten per centum) of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

The full conditions may be inspected at our office and/or at the office of the Messenger of Court.

J. C. Mason & Co., Plaintiff's Attorneys, Ninth Floor, NBS Building, 300 Smith Street, Durban.

Case 5337/91

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Bhorat Ahmed Dawood**, Defendant

In terms of a judgment of the above Honourable Court dated 9 April 1991, a sale in execution will be held on 25 November 1994 at 10:00, on the steps of the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Description: Erf 459, Park Rynle, situated in the Township of Umzinto North and in the Umzinto Regional Water Services Area, Administrative District of Natal, held under Deed of Transfer T5549/1989.

The following information is furnished but not guaranteed: Brick and cement under tile split level dwelling consisting of upstairs open balcony and large lounge, downstairs, lounge, dining-room, open-plan kitchen, three bedrooms with built-in cupboards, separate shower, bathroom with toilet and separate eastern toilet, back entrance consisting of bedroom, lounge, kitchen, bathroom with toilet.

Outbuildings: Brick and cement under asbestos building consisting of room, two bedrooms, lounge, kitchen, bathroom with toilet, bedroom, lounge, kitchen, bathroom with toilet and large under cover front verandah.

The property is zoned for ownership by members of any group and the area is zoned Special Residential.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Deputy Sheriff at 1 Savell Place, Scottburgh South.

Signed at Johannesburg on this the 19th 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. B13735/SC.)

Case 3966/94

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 **Marc Marthe Jean Kerf**, 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, 25 November 1994 at 10:00:

Description: Section 35, as shown and more fully described on Sectional Plan SS171/1982, in the scheme known as Avonmore in respect of the land and building or buildings situated at Durban, Local Authority Area of Durban, of which the floor area, according to the said sectional plan is 37 (thirty-seven) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST13836/92.

Physical address: Flat 62, Avonmore, 227 Avondale Road, Morningside, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A batchelor flat consisting of entrance hall, living-room, bathroom/toilet, kitchen and carport.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban this 19th day of October 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.647/J. C. Jones.)

Case 1730/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Douglas Alridge**, First Defendant, and **Chequered Flag Investments CC**, Second Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution with reserve will be held by the Sheriff of the Supreme Court, Mooi River, in front of the Magistrate's Court, Mooi River, on Wednesday, 23 November 1994 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Sub 1, of the farm Gladstone's Nose 7837, situated in the Administrative District of Natal, in extent 34,4852 hectares, held by the Defendant under Deed of Transfer T1683/78;

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

1. The property is situated approximately 52 km from Mooi River, and falls within the Kamberg Nature Reserve (travel along the old Main Road towards Rosetta, for approximately 11 km and then take the road to Kamberg, for approximately 41 km).

2. The homestead which is approached by a driveway of concrete strips is constructed of brick under tile. It comprises of the following: Entrance Hall (6 m²), lounge (36 m²), T.V. lounge (24 m²), fitted kitchen with old cupboards (13 m²), two small bedrooms with built in cupboards (15 m²), and other two small bedrooms with cupboards (18 m²), and a main bedroom with an en-suite bathroom and a fire place (23 m²), one other bathroom which serves the other four bedrooms (5 m²), dining-room, (12 m²), passage (6 m²), scullery (12 m²), double garage and workshop (40 m²), and verandahs (8 m²). Total area 218 m² approximately. There is an outside laundry also built of brick under tile (12 m²). There is an incomplete shell of a cottage built of concrete blocks and an iron roof. Part of the roof was previously used for a haybarn. There are no internal doors, windows or any cupboards or fittings. It comprises of a lounge/dining-room, three bedrooms, two bathrooms, kitchen and an enclosed verandah. Total area of 127 m² approximately. There is also an old iron shed (40 m²) which is of no value. There are Five traditional kraals (wattle and dorp) on the property as well.

3. The property has not been zoned in terms of any Town Planning Scheme.
4. The property is subject to the reservation of mineral rights in favour of the Government.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 142 Connor Street, Mooi River, Natal.

Dated at Pietermaritzburg on this the 11th day of October 1994.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritzburg Street, Pietermaritzburg. (Ref. D.Schaup/ja/12S4033/93.)

Saak 1730/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Natale Provinsiale Afdeling)

In die saak tussen **The Standard Bank of South Africa Limited**, Eiser, en **Douglas Aldridge**, Eerste Verweerder, en **Chequered Flag Investments CC**, Tweede Verweerder

Neem kennis dat ter uitvoering van 'n vonnis by verstek in bogemelde hof, daar op Woensdag, 23 November 1994 om 10:00, voor die Landdroshof, Mooiriver, 'n uitwinningsverkoop met reserwe, deur die Balju, van die Hooggeregshof te Mooiriver, van die volgende onroerende bates, onderhewig aan voorwaardes wat by die verkoping deur die afslaer voorgelees sal word, sal plaasvind:

Onderverdeling 1, van die plaas Gladstone's Nose 7837, geleë in die administratiewe distrik Natal, groot 34,4852 hektare gehou deur die Verweerder kragtens Deeltitel T1683/78;

Die volgende inligting aangaande die onroerende bate word verskaf maar nie gewaarborg nie:

1. Die eiendom is geleë ongeveer 52 km vanaf Mooiriver, en val binne die Kamberg Natuurreservaat; (ry met die ou hoofpad na Rosetta, vir ongeveer 11 km en neem dan die pad na Kamberg, vir ongeveer 41 km).

2. Die huis, wat by wyse van 'n oprit met sement spore genader word, is uit baksteen gebou en het 'n teëldak. Die bestaande uit die volgende: ingangsportaal (6 m²), sitkamer (36 m²), TV-kamer (24 m²), toegeruste kombuis met ou kaste (13 m²), twee klein slaapkamers met ingeboude kaste (15 m²), en twee ander klein slaapkamers met kaste (18 m²), en 'n hoofslaapkamer met 'n en suite badkamer en 'n kaggel (23 m²), 'n ander badkamer wat die ander vier kamers bedien (5 m²), eetkamer (12 m²), gang (6 m²), opwasplek (12 m²), dubbelgarage met werkswinkel (40 m²), en stoep (8 m²). Totale area ongeveer 218 m². Daar is 'n buite waskamer gebou van steen met 'n teëldak (12 m²). Daar is 'n onvoltooide dop van 'n huis gebou van sementblokke en 'n ysterdak. Gedeelte van die dak is voorheen as 'n hooiskuur gebruik. Hierdie huis bestaan uit 'n sitkamer/eetkamer, drie slaapkamers, twee badkamers 'n kombuis en 'n toegeboude stoep. Totale area ongeveer 127 m². Daar is ook 'n ou staal skuur (40 m²) wat van geen waarde is nie. Daar is ook vyf tradisionele krale (klei en latte) op die eiendom.

3. Die eiendom is nie ingevolge enige Dorpsbeplanningskema gesoneer nie.

4. Die eiendom is onderhewig aan die reservasie van mineraleregte ten gunste van die Staat.

Die volledige verkoopvoorwaardes kan by die kantoor van die Balju van die Hooggeregshof, te Connorstraat 142, Mooiriver, Natal, besigtig word.

Gedateer te Pietermaritzburg op hierdie 11de dag van Oktober 1994.

Venn, Nemeth & Hart Ing., Eiser se Prokureurs, Pietermaritzstraat 281, Pietermaritzburg. (Verw. D. Schaup/ja/12S4033/93.)

Case 6158/94

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 **Henry Cecil Ryan**, First Defendant, and **Petronella Monica Ryan**, 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, at 10:00, on Friday, 18 November 1994:

Description: Sub 2257, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 718 (seven hundred and eight) square metres, held under Deed of Transfer T11766/93, physical address 24 Doddington Crescent, Woodlands, Durban, Natal.

Zoning: Special Residential. The property consists of the following: House: Cement under tiled roof.

Main House: Three bedrooms, toilet: lino floor, bathroom: bath/basin and toilet, lounge: carpeted, dining-room: carpeted, kitchen: lino floor - no fitted cupboards.

Servants' quarters: Separate. Room with toilet/shower. The property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court's 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 of 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 arear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 19th day of October 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smit Street, Durban, 4001. (Ref. S. L. Mayes-SB.679/J. C. Jones.)

Case 1144/1994

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Farren Bhika**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 6 July 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Howick, at 12 Campbell Road, Howick, KwaZulu-Natal, at 10:00, on Friday, 18 November 1994, on conditions which will be read out by the Sheriff, before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at his office at 12 Campbell Road, Howick, KwaZulu-Natal, namely:

Sub 6, of Lot 126 Howick West, situated in the Borough of Howick, Administrative District of KwaZulu, Natal, in extent one thousand two hundred and fifty-four (1 254) square metres which property is physically situated at 6 Riverview Road, Howick, KwaZulu, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T14680/1993.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling house, brick under tile, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and a separate toilet. There is an outbuilding consisting of a lounge, kitchen two bedrooms, a shower and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25 per cent per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 21st day of October 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 11536/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hoosen Mohamed Buckus**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg dated 18 October 1994, the following immovable property will be sold in execution on Friday, 18 November 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 2031 of Lot 1786 of the farm Nothdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and forty-seven (447) square metres.

The following information is furnished regarding the property but is not guaranteed:

The property is physically situated at 62 Valda Road, Northdale, Pietermaritzburg, and the property consist of land improved by a single-storey dwelling-house, the walls of concrete block, the roof of asbestos, comprising three bedrooms, shower, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 25th day of October 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 59380/93

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

In the matter between **J. H. Wakefield & Sons (Pty) Ltd**, Execution Creditor, and **Sigamoney Chocalingham Naidoo**,
First Execution Debtor, and **Asothie Naidoo**, Second Execution Debtor

In pursuance of judgment granted on 3 December 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 24 November 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road-entrance, Durban, to the highest bidder:

Description: A certain piece of land being Lot 4548, Isipingo Extension 40, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent two hundred and sixty-three (263) square metres.

Postal address: 27 Thrush Place, Lotus Park, Isipingo.

Improvements: Brick under tile dwelling, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

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 105 (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set out from time to time from the date of sale to date of payment.
 4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer, upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South, or at our offices.
- Maumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. GP/vdg/017316.)

Case 349/89

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nhlanhla Walter Shabalala**,
Defendant

In pursuance of judgment granted on 16 March 1990, in the Umbumbulu Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 November 1994 at 10:00, the main east entrance to the Magistrate's Court, Umbumbulu (near the National Flag), to the highest bidder:

Description: A certain piece of land being Ownership Unit A1374, in extent 351,4 square metres, situated in the Township of kwaMakhutha, represented and described on General Plan BA35/1966, held by virtue of Deed of Grant 24.

Physical address: Ownership Unit A1374, kwaMakhutha.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single/part double storey brick/plaster and a slate dwelling (ground floor 123,7 m² and first floor 40,8 m²) comprising kitchen, lounge, dining-room, four bedrooms, two bathrooms and two w.c.'s. Municipal electricity, water supply and sanitation: Local authority.

Improvements: Verandah (8,02 m²), PC concrete and brick fencing and retaining walls.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay the purchase price in cash or 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 the interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment on 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, Umbumbulu.
Dated at Durban this 24th day of October 1994.
Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05137/26.)

Case 2658/94

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

In the matter between **Standard Bank of South Africa Limited**, and **Louis Cornelius Kirstein**, 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 18 November 1994 at 11:00, by the Sheriff of the Supreme Court, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, to the highest bidder for cash, without reserve:

Lot 10987, Newcastle (Extension 46), situated in the Borough of Newcastle, Administrative District of Natal, in extent 1 343 (one thousand three hundred and forty-three) square metres, held under Deed of Transfer T8365/1988.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 10 Wren Street, Newcastle, Natal.
2. The property has been improved by the construction thereon of a dwelling with corrugated iron roof, lounge, dining-room, family room, breakfast room, kitchen, laundry, scullery, four bedrooms, two bathrooms, double garage, servants' quarters and swimming-pool.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 21st day of October 1994.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 295.)

Case 1824/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Thomas Andrew Bester**, First Execution Debtor, and **Shirley Barbara Bester**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 27 July 1994, the following immovable property will be sold in execution on 25 November 1994 at 11:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 1418, Margate (Extension 3) and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 040 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Lot 1418, Margate.

Upon the property is dwelling under brick and tile consisting of: *House*: Open-plan lounge, kitchen and dining-room, three bedrooms and bathroom. *Outbuilding*: Brick and tile consisting of double garage (house has small court-yard enclosed at the back).

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, 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 Margate this 27th day of October 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 50 Bisset Street, Port Shepstone.

Case 7304/93

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

In the matter between **Total South Africa (Proprietary) Limited**, Plaintiff, and **Frederick Beatrix Pretorius N.O.** (The Badat Family Trust), Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 18 November 1993 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Stanger, on 18 November 1994 at 10:00, at the front entrance to the Magistrate's Court Building, at Couper Street, without reserve:

Property description: Lot 238, Tinley Manor Beach, situated in the Development Area of Tinley Manor Beach and in the North Coast Regional Water Services Area, Administrative District of Natal, measuring 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T23156/1986.

Physical address of property: 238 Seaview Drive, Tinley Manor.

Zoning of property: Special Residential.

Improvements of property (but nothing is guaranteed in respect thereof): Brick under tile dwelling consisting of four bedrooms with built-in cupboards and main en suite, dining-room, lounge, open-plan kitchen, bathroom/toilet, toilet, toilet/shower, double garage, verandah, servants' quarters and toilet.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Stanger, within 14 (fourteen) days after the date of the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchasers.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, Stanger, 116 Couper Street, Stanger.

Dated at Durban.

Woodhead Bigby & Irving, Plaintiff's Attorneys, Sixth Floor, Mansion House, 12 Field Street, Durban, 4001 (Ref. TJDW/mm 03/T371/A3.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 5116/92

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

In die saak tussen **Sentraalwes (Koöp) Beperk**, Eiser, en **Kleinhoek Boerdery (Edms.) Beperk**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) gedateer 15 Junie 1994, sal die ondervermelde eiendom geregteelik verkoop word aan die hoogste bieder by die Landdroskantoor, Pretoriusstraat, Wesselsbron, op Vrydag, 18 November 1994 om 10:00:

Die volgende mineraleregte gehou kragtens K51/55MR.

Een halwe aandeel van alle mineraleregte op die plaas Avignon 289, Wesselsbron, een halwe aandeel van alle mineraleregte op die plaas Die Hoek 166, Wesselsbron, een halwe aandeel van alle mineraleregte op Onderverdeling 1, plaas Alpha 7, Wesselsbron, een halwe aandeel van alle mineraleregte op Onderverdeling 2, plaas Alpha 7, Wesselsbron, een halwe aandeel van alle mineraleregte op Onderverdeling 1, plaas Mimosa 170, Wesselsbron, een halwe aandeel van alle mineraleregte op die plaas Winterhoek 357, Wesselsbron.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju van die Hooggeregshof vir Wesselsbron, te Erweestraat 5, Wesselsbron, en sal uitgelees word onmiddellik voor die verkoping.

Naudes, Prokureurs vir die Eiser, Trustfonteingebo, St Andrewstraat 151, Bloemfontein.

Case 6958/92
PH 342

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

In the matter between **Standard Bank Financial Nominees (Pty) Ltd**, Plaintiff, and **Visser, Stefanus Francois Marals**, Defendant

1. The undermentioned property will be sold on 25 November 1994 at 12:00, at 20 11th Street, Voorspoed East, Industria, Welkom, in execution of a judgment obtained in the above matter on 14 April 1992:

Erf 9096, Extention 24, situated in the Town and District of Welkom, measuring 5 115 (five thousand one hundred and fifteen) square metres, held by Deed of Transfer T8798/1990, and situated at 20 11th Street, Voorspoed East, Industria, Welkom.

2. The improvements to the property consist of the following, although nothing is guaranteed: An industrial building of 1 798 square metres, comprising 18 bays for workshop or warehousing purposes. Each bay consists of two offices, two toilets and workshop/warehouse.

Terms:

3. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000 with a minimum charge of R200.

4. The conditions of sale may be inspected at the office of the Sheriff, 100 Constantia Street, Welkom, during normal office hours.

Dated at Johannesburg on this the 20th day of October 1994.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Mr N. Barlow 22/S 243/92.)

Saak 237/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNINGMAN GEHOU TE HENNINGMAN

In die saak tussen **Die Perm, Afdeling van Nedperm Bank Beperk**, Eiser, en **E. Serabele**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Henningman, gehou te Henningman, en kragtens 'n lasbrief vir eksekusie gedateer 6 Julie 1994, sal die volgende eiendom per publieke veiling verkoop word op 18 November 1994 om 10:00, te die Landdroskantore, Henningman, aan die hoogste bieder, naamlik:

Perseel 2559, Phomolong, distrik Ventersburg, groot 238 (tweehonderd agt-en-dertig) vierkante meter.

Die Eksekusieskuldeiser en/of sy prokureur en/of afslaer waarborg geensins die korrektheid van die inligting hierin vermeld, maar verskaf die volgende besonderhede van die verbeterings wat beweer word op die eiendom te wees: Kombuis, twee slaapkamers, sitkamer en badkamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys op die dag van die verkoping betaal en die saldo moet verseker word deur goedgekeurde bank- of bougenootskapwaarborg wat aan Eiser se prokureurs verskaf moet word binne 14 dae na die veiling.

(c) Die koopsom sal rente dra teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit. Die koper is ook verantwoordelik vir afslaersgelde wat op die dag van die verkoping betaal moet word, asook hereregte, agterstallige belastinge, ander uitgawes en heffings tesame met transportkoste wat nodig mag wees om transport op naam van die koper te registreer.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Voortrekkerstraat, Henningman, en by die ondergetekende.

J. H. A. Edeling, vir Edeling & Immelman, Prokureurs vir Vonnisskuldeiser, Pastoriestraat 7B, Posbus 25, Henningman, 9445.

Saak 13497/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Abraham Boris Shawinsky**, Verweerder

Ingevolge 'n vonnis gedateer 19 September 1994 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 25 November 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Plot 79, Estoire-nedersetting, geleë in die munisipaliteit Bloemspruit, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Transportakte T13420/92, en beter bekend as Krugerlaan 6, Estoire, Bloemfontein.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, kombuis, opwas, twee badkamers, twee toilette, motorhuis, twee afdakke 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 bepalinge 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 hierdie 6de dag van Oktober 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 20587/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Munisipaliteit Bainsvlei**, Eiser, en **M. L. Nienaber**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros, Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang, van die Landdroshof, Bloemfontein, op Vrydag, 18 November 1994 om 10:00:

Sekere: Restant Plot 11, Kellysview, Nedersetting, geleë in die munisipaliteit Bainsvlei, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.
2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju-Wes, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 27ste dag van September 1994.

H. T. P. Hutchinson, vir Van der Merwe & Sorour, Sewende Verdieping, Atriumgebou, Elizabethstraat, Bloemfontein.

Saak 10347/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Bepark** (voorheen Allied Bouvereniging Bepark), Eiser, en **T. S. Lesuoa**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Landdroshof, Sasolburg, op 2 Desember 1994 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantoor van die Balju, Landdroshof, Sasolburg:

Sekere: Erf 92, dorpsgebied Zamdela, distrik Sasolburg, groot 198 vierkante meter.

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien persent (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die Koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

- (a) Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 19de dag van Oktober 1994.

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

Saak 6500/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **S. I. Mojakisane**, Eiser, en **D. S. Matshedisho**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, gehou te Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 16 Junie 1994, sal die volgende eiendom per publieke veiling vir kontant op 9 Desember 1994 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieder verkoop word:

Die Verweerder se reg, titel en belang in en tot die verbeterings op die eiendom bekend as sekere Perseel 15252, Mangang, Bloemfontein, groot 150 m² (eenhonderd-en-vyftig vierkante meter), gehou kragtens Transport Akte TL870/1988.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, sitkamer, badkamer, kombuis en eetkamer.

Die belangrikste voorwaardes van verkoping.

- (a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,5% (vyftien komma vyf persent) per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ook ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of geregsbode waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Geregsbode te Bloemfontein, Oranje-Vrystaat, en/of p.a. die Eksekusieskuldeiser se Prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein, Oranje-Vrystaat, gedurende kantoorure.

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

G. C. de Jongh, vir Symington & De Kok, Prokureur vir Eiser, Derde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 844/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Khehla Stuurman Fantisi**, Eerste Verweerder, en **Jemina Fantisi**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 23 November 1994 om 10:00, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 3974, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tumahole, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL3855/88, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Parys op hede die 11de dag van Oktober 1994.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63; Posbus 43, Parys. (Verw. CFS/EJ/BEZ059/N4511.)

Saak 790/94

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Andries Marthinus Barkhuizen**, Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 7 Oktober 1994, en lasbrief vir eksekusie teen onroerende goedere gedateer 4 Oktober 1994, sal die hierondervermelde onroerende eiendom geregtelik verkoop word aan die hoogste bieder op 25 November 1994 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, te wete:

Sekere Erf 762 (Omdraaistraat 10), geleë in die dorp en distrik Theunissen, groot 1 190 vierkante meter.

Woonhuis bestaande uit: Sit-, eet-, TV-, drie slaapkamers, twee badkamers, stort, twee toilette, buite geboue en dubbel motorhuis.

Belangrikste voorwaardes van verkoop:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op die dag van die verkoping betaal en die balans is betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- en/of bougenootskap wat deur die Eiser se prokureur goedgekeur is; die waarborg aan die Balju vir die Landdroshof binne 14 (veertien) dae na datum van verkoping verstrek te word.

2. Die koper sal aanspreeklik wees vir betaling van rente op die balans koopprys van tyd tot tyd verskuldig teen 20,75% (twintig komma sewe vyf persent) per jaar vanaf datum van bekragtiging van hierdie koop tot datum van betaling van die volle balans koopsom.

Die verkoopvoorwaardes lê ter insae te:

- (1) F. B. Coetzer, Prokureurs vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen; en
- (2) Die Balju vir die Landdroshof, Theunissen, p.a. H & L Boumateriaal, Andries Pretoriusstraat, Theunissen.

Geteken te Theunissen op hierdie 17de dag van Oktober 1994.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

Saak 334/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Doors Elvas Moshodi**, Verweerder

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verkry het op 28 Julie 1994, en ter uitvoering van 'n lasbrief vir eksekusie gedateer 16 Augustus 1994, sal die ondergenoemde eiendom per openbare veiling verkoop word voor die Landdroskantoor, Bothastraat, Hennenman, op Vrydag, 18 November 1994 om 10:15:

Erf 2170, Phomolong, Henneman, geleë te Phomolong 2170, Henneman.

Bestaande uit woonhuis met buitegeboue.

Terme: 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die Afslaer, P. J. Swart, Balju van die Landdroskantoor, Hennenman, verkrygbaar en sal by die Afslaer ter insae lê en sal voor die verkoping deur die Afslaer uitgelees word.

Geteken te Hennenman hierdie 17de dag van Oktober 1994.

Maree & Vennote, E M F-gebou, Steynstraat 40; Posbus 23, Hennenman.

Saak 2077/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk**, Eiser, en **Alain Patrick Andre**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 18 Augustus 1994 en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op 28 November 1994 om 11:00, deur die Balju van die Hooggeregshof te die Landdroshof Ladybrand, aan die persoon wat die hoogste aanbod maak, naamlik:

Resterende gedeelte van die plaas Heldenmoed 82, distrik Ladybrand, groot 620,5446 hektaar bestaande uit:

Lande ongeveer 200 ha, kampe: Sewe landkampe en vyf weikampe, met besproeiing vanuit Caledon dekkende plus/minus 200 ha. Suipgate vanuit standhoudende spruit loop deur plaas, sterk boorgat, plus twee damme op plaas asook huis bestaande uit vyf slaapkamers, badkamer, toilet, twee kombuise, eetkamer, TV-kamer, sitkamer, groot sonstoep, enkel garage, twee woonstelle (onvoltooid), buitegebou, stoorkamer, staandak, verskeie veiligheidsligte, huis volledige diefwering, ESKOM-krag.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Ladybrand, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Geteken te Bloemfontein hierdie 15de dag van Oktober 1994.

L. Strating, vir Symington & De Kok, Prokureur vir Eiser, Derde Verdieping, NBS-gebou, Bloemfontein.

Saak 954/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mokete Benjamin Makau**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith, en 'n lasbrief van eksekusie gedateer 24 Augustus 1994, sal die volgende eiendom geregtelik verkoop word op 25 November 1994 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Perseel A377, geleë in die dorp Tshiame, distrik Harrismith, groot 450 (vierhonderd-en-vyftig) vierkante meter, soos gehou kragtens Grondbrief 1288/1988, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (Geen waarborg daaromtrent word gegee nie): 'n Woonhuis wat gepleister en geverf is, bestaande uit sit-/eetkamer, kombuis, drie slaapkamers en 'n badkamer met toilet. Die eiendom is omhein met draad.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 24ste dag van Oktober 1994.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51B, Posbus 22, Harrismith.

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Standard Bank van S.A.**, Eiser, en **Hendrik Willem Claassen**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik, Sasolburg, gedateer 22 Augustus 1994, en 'n lasbrief tot eksekusie gedateer 17 Augustus 1994, sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 25 November 1994 om 10:00, by die Landdroskantoor, Sasolburg:

Sekere erf: Erf 12300, geleë in die dorp Sasolburg-uitbreiding 12, distrik Parys, groot 872 (agthonderd twee-en-sewentig) vierkante meter.

Die eiendom word verkop onderhewig aan betaling van 10% (tien persent) van die koopprys by sluiting van die koopvooreen-koms en die balans teen registrasie van transport aan die koper. Gemelde balans moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volle voorwaardes van die eksekusie-verkoping wat op die koper bindend sal wees sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantore van die Balju, Sasolburg, en by die kantore van die Eiser se prokureurs.

Aldus geteken te Sasolburg op hierdie 21ste dag van Oktober 1994.

S. J. du Plessis, vir De Beer & Claassen, Posbus 77, Sasolburg, 9570. (Verw. Jan de Beer/CS/G7082.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mplisi Situma**, First Defendant, and **Nteboheng Adeline Situma**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted 26 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 9 December 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 23795, situated in the Township of Thabong, District of Welkom, measuring 240 (two hundred and forty) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL7123/90, known as 23795 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom with toilet. (None of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the 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 28th day of October 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/AL703.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nzima Frans Filda**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 26 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 9 December 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 11794, situated in the Township of Thabong, District of Welkom, measuring 352 (three hundred and fifty-two) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL1014/88, known as 11794 Thabong, District of Welkom.

Improvements: Residential property with lounge, dining-room, three bedrooms, bathroom with, separate 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 conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff 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 28th day of October 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/AL707.)

Case 9148/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Umlandell Simon Fihla**, First Defendant, and **Dorothy Matshediso Fihla**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 26 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 9 December 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 11756, situated in the Township of Thabong, District of Welkom, measuring 331 (three hundred and thirty-one) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL788/88, known as 11756 Thabong, District of Welkom.

Improvements: Residential property with entrance hall, lounge, dining-room, kitchen, three bedrooms and bathroom with toilet. (None of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% (ten per cent) thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the 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 28th day of October 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/AL710.)

Case 9142/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Gladwin Zolile Zita**, First Defendant, and **Matsidiso Rosina Zita**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted 26 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 9 December 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 23869, situated in the Township of Thabong, District of Welkom, measuring 245 (two hundred and forty-five) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL13096/90, known as 23869 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom with toilet. (None of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% (ten per cent) thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the 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 28th day of October 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN176.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Elcode BK**, sal die ondervermelde woonhuis aangebied word op 11 November 1994 om 11:00, te die eiendom:

Eiendom bekend as Roodestraat 3, Blancheville, Witbank.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, enkelgeriewe, ruim sit- en eetkamer en kombuis. Mooi swembad en onthaalarea. Aparte woonstel bestaande uit slaapkamer, toilet, stort en wasbak. Stoor- en slagkamers. Bediendekwartiere. Mooi swembad en onthaalarea.

Afslaersnota: Woonhuis vertoon baie netjies en skoon en in goeie toestand. Tuin is netjies en goedversorgd.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskap waarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapskoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203 (kantoorure) of 2-1170 (na-ure).

VAN'S AFSLAERS

VEILING: WONING

In opdrag van die Kurator van insolvente boedel **M. C. Pelser, T3030/94**, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 10 November 1994 om 11:00, te Appelblaarlaan 346, Magalieskruin.

Beskrywing: Erf 109, Magalieskruin-uitbreiding 1, Pretoria, groot 993 m².

Verbeterings: Drie slaap-, twee bad- en sit-/eetkamers, kombuis, portaal en dubbelmotorhuis ens.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

MANNIE AUCTIONEERING COMPANY

HENRUV CONSTRUCTION CC, IN LIQUIDATION, MASTER'S REFERENCE No. T424/94

Duly instructed by the Joint Liquidators in the above matter, we will sell by public auction on the spot 8 Storms Close, Strathavon, Sandton, on Monday, 14 November 1994 at 10:30, the following:

Virtually complete cluster home with three bedrooms, family room, maids suite and double garage, in the prestigious and sought after suburb of Strathavon, Sandton.

Certain Portion 18 of Erf 227, situated 8 Storms Close, Strathavon Extension 31, Sandton, measuring approximately 404 square metres, upon which is erected a virtually completed cluster house comprising entrance hall, lounge, dining-room, family room, guest cloakroom, three bedrooms (main with bathroom en suite), second bathroom, kitchen, maids suite comprising room, kitchenette and bathroom and double garage.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

CONNIE J VAN DER MERWE & KIE VEILINGS

INSOLVENTE BOEDELVEILING BESTAANDE UIT MASJINERIE, SWEISGEREEDSKAP, VENSTERRAME EN FORD 7-TON TROK, OP SATERDAG, 5 NOVEMBER 1994 OM 10:00 TE LEASKSTRAAT 23, KLERKSDORP

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **H. Janse van Rensburg, Meesterverwysing No. T1763/94**, sal die volgende per publieke veiling verkoop word:

Masjinerie: Kompressors, Rotaki olie sweismasjien, Ideal 220 sweismasjiene met gasbottels, slypsteen, snymasjiene en angle grinders.

Losgoed: Aambeeld, Jesan Sumperk pipe bender, groot hoeveelheid vensterrame, diefwering, staalkabinet, gereedskap kabinet, sweis tafels, sweis skerms, venter jigs, lux strips, sweis helmets, leer voorskote, klokmasjien, gasplaat braaier en diskoligte.

Voertuig: Ford 7-ton trek.

Afslaaersnota:

1. Terme streng kontant of bankgewaarmerkte tjeks.
2. Besigtiging die dag voor die veiling.
3. Vir verdere navrae kontak die afslaer by (018) 462-4133 of (018) 462-4347 (na-ure).

Connie J. van der Merwe & Kie Veilings, Afslaaers en Voorraadlikwidateurs, Leaskstraat 23, Posbus 391, Klerksdorp.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **F. R. Clack, Master's Reference T3647/93**, we shall sell the following immovable property registered in the name of the solvent spouse, Brenda Olive Clack, by public auction:

134 Beryl Street, Bruma, being Erf 49, Bruma, Registration Division IR, Johannesburg, and measuring 1 209 square metres in extent. An impressive four-bedroomed home of modern plastered brick under tile.

Viewing: Sunday, 6 November 1994, between 12:00 and 16:00.

Auctioneers note: The property will in the first instance be offered with the existing lease and failing a satisfactory bid, the property will be offered for sale free of the lease.

Sale takes place on the spot on 9 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 (Estate 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) 462-3731.] Mr A. W. Hartard.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

LIKWIDASIEVEILING VAN NETJIESE DRIESLAAPKAMERWONING MET KANTORE, HOEK VAN KRANSBERGLAAN EN ROGGEVELDSTRAAT, NOORDHEUWEL-UITBREIDING 2, KRUGERSDORP, OP 15 NOVEMBER 1994 OM 10:30, OP DIE PERSEEL

ERF 1832, NOORDHEUWEL-UITBREIDING 2, KRUGERSDORP, REGISTRASIEAFDELING IQ, TRANSVAAL

Behoorlik daartoe gelas deur die Likwidateur van **Ruwy Ontwikkelaars BK**, in likwidasie, **Meesterverwysing T2089/94**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Woonhuis met drie slaapkamers, twee badkamers, kombuis met ooghoogte-oond, opwaskamer, sitkamer, eetkamer, voorstoep, muur-tot-muur matte, ingeboude kaste, kantore, buitetoilet en bediendekwartiere. Erf = 1 200 m², verbeterings = 174 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborgte vir die balans binne 30 dae na bekragtiging deur die Likwidateur.

Afslaaersnota: Goeie belegging, stil area.

Besigtiging: By die eiendom (vra vir wag).

Vir meer besonderhede skakel die kantoor by (012) 341-1314.

PHIL MINNAAR BK AFSLAERS

(CK93/29245/23)

BESTORWE BOEDELVEILING VAN 'N HOEWE NOORD VAN PRETORIA, VASTFONTEIN

In opdrag van die Eksekuteurs in die bestorwe boedel **M. N. Schoeman, Boedelnommer 7631/94**, verkoop ons die ondervermelde eiendom per openbare veiling op Woensdag, 9 November 1994 om 11:00.

Plek van veiling: Hoewe 64, Vastfontein.

Ligging: Vanaf Pretoria op die ou Warmbadpad, draai regs na Rooiwal en ry 2,3 km. Draai regs by Bultfontein en ry 2,2 km. Draai links by skoolpadbord en ry vir 2,1 km, plot op linkerhand.

Beskrywing van eiendom: Gedeelte 64 (gedeelte van Gedeelte 4), van die plaas Vastfontein 271, Registrasieafdeling JR, Transvaal.

Groot: 8,5653 hektaar.

Verbeterings: 'n Groot wendy house met afdak, stoorkamer, omhein en boorgat toegerus met windpomp.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborgte binne 45 dae na bekragtiging.

Besigtiging: Daagliks.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1.

Phil Minnaar BK Afslaaers, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Fax. (012) 322-9263.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: TWO-BEDROOMED FLAT, EAST LYNNE, PRETORIA

Duly instructed by the Trustee in the insolvent estate **L. T. Hanekom, Master's Reference No. T2121/94**, we will sell Tuesday, 1 November 1994 at 11:00, on site 22 Willmorpark Flats, corner of Lanham and Bloureier Streets, East Lynne, Pretoria:

Two bedroom north facing flat with modern fitted kitchen.

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.]

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: NEWLY BUILT TWO-BEDROOMED DUET, MORELETAPARK

Duly instructed by the Trustee in the insolvent estate **T. S. Smith, Master's Reference No. T2546/94**, we will sell Thursday, 3 November 1994 at 11:00, on site 184 Hoyt Crescent Extension 27, Moreletapark:

Two bedrooms, lounge cum dining-room with sliding door onto patio, face brick finish and low maintenance.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

INTERNATIONAL AUCTIONEERS**INSOLVENT ESTATE F. REYNOLDS, MASTER'S REFERENCE No. T4329/93**

Duly instructed by the Trustee, we will sell Unit 4 in the complex Manhattan, being Erf 116, Fairlands, Wilson Street, on Thursday, 17 November 1994 at 10:00, subject to confirmation.

AUCOR (PTY) LTD

I & G GROUP (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE N. T1661/94
AT 29 BARACUDA ROAD, WADEVILLE, ON WEDNESDAY, 16 NOVEMBER 1994 AT 10:30

VICKERS 347 YACHTS, MOULDS, WOODWORKING MACHINERY, ENGINEERING EQUIPMENT, OFFICE FURNITURE, LDV'S, TRUCKS AND FORKLIFTS, ASSORTED VALVES AND WORKSHOP ACCESSORIES, ETC

Duly instructed by the Provisional Liquidator in the above matter, the Aucor Group will sell without reserve the above.

For further details please phone the auctioneers.

View: Day prior to the sale.

Terms: R2 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid (bank or bank-guaranteed cheque) on the day of the sale. All bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.] SAIA.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE G. B. VAN WYK, MASTER'S REFERENCE No. T2865/94**

Duly instructed by the Provisional Trustee in the above matter, we will sell by public auction on the spot, 7 Zircon Street, Helderkruijn, Roodepoort, on Tuesday, 22 November 1994 at 10:30, the following:

Delightful three-bedroomed home with attractive pool, Helderkruijn.

Certain Erf 949, situated at 7 Zircon Street, Helderkruijn, Roodepoort, measuring approximately 1 272 square metres, upon which is erected a house comprising entrance hall, lounge, dining-room, family room, kitchen, three bedrooms (main with bathroom en suite), second bathroom, lovely pool, built-in braai, large patio, brick-paved driveway, electronically controlled gate and burglar alarm.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Tuesdays and Thursdays from 10:00 to 14:00.

Mannie Auctioneering Company. [Tel. (011) 336-9617.] [Fax. (011) 333-3460.]

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Nelspruit op 25 November 1994 om 10:00 voor die Landdroskantoor te Nelspruit die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE van die plaas **STERKSPRUIT 285**, Registrasie Afdeling J.T., Transvaal;

GROOT: 428,3027 hektaar.

Blykens Akte van Transport T22535/1987

in die naam van **ANDREW JOHN PAPPAS**

Ligging van hierdie eiendom:—

10 km noordwes van Nelspruit

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

7 Woonhuise, tennisbaan, 2 swembaddens, tabakstoor, werkwinkel, 4 stoorkamers, 2 motorhuise, 15 tabakdrooggoonde, 16 arbeidershuise, rondawel en kantoorgebou. Gedeeltelik omhein en verdeel in kampe. Reservoir, gronddam en pompstasie.

Die eiendom ressorteer onder die Krokodilrivier Staatswaterbeheergebied en 'n vloedpermit van 316 224 m² water per jaar uit die Nelsrivier is uitgereik. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam. Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopvooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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 eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopvooreenkomste 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: AEAC 01537 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Oktober 1994.

VERED AUCTIONEERS

INSOLVENT ESTATE B. C. GILDENHUYS, MASTER'S REFERENCE T1614/94

Instructed by the Trustee in the above matter, we will sell by public auction Erf 683, Van Dykpark, Boksburg, measuring 2 419 square metres.

Improvements consist of a single-storey dwelling of entrance, lounge, dining-room, kitchen, three bedrooms, bathroom and separate toilet. Outbuildings consist of maids room with bathroom and carport.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date: Thursday, 17 November 1994 at 12:00, at the property.

Viewing: Sunday, 13 November 1994 from 10:00 till 14:00.

For further information please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS

INSOLVENT ESTATE M. A. AND I. H. M. MULLER, MASTER'S REFERENCE T2119/94

Instructed by the Trustee in the above matter, we will sell by public auction Erf 1092, Van Dykpark, Boksburg, measuring 918 square metres, being 2 Alder Street, Van Dykpark, Boksburg.

Improvements consist of a single storey house of entrance, lounge, dining-room, TV-room, kitchen, three bedrooms, bathroom and separate toilet. Outbuildings consist of room with toilet.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date: Monday, 14 November 1994 at 12:00, at the property.

Viewing: During the day, security in attendance.

For further information please contact the auctioneers: Vered (011) 646-5432.
Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS

INSOLVENT ESTATE A. L. BOTES, MASTER'S REFERENCE T582/94

Instructed by the Trustee in the above matter, we will sell by public auction Erf 180, Strubenvale, Springs, measuring 1 982 square metres.

Improvements comprise a single-storey dwelling of entrance, lounge, dining-room, family room, kitchen, three bedrooms and bathroom with separate toilet. Outbuildings consist of two maids' rooms with bathroom and lock-up garage.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

Date: Wednesday, 16 November 1994 from 10:00 till 14:00.

For further information please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

VERED AUCTIONEERS

INSOLVENT ESTATE B. AND R. A. KEYS, MASTER'S REFERENCE T2966/94 and T2967/94

Instructed by the Trustee in the above matter, we will sell by public auction Erf 2072, Sunward Park, Boksburg, being 72 Albrecht Street, Sunward Park, Boksburg.

The site is 1 000 square metres in extent and improvements consisting of single-storey dwelling of entrance, lounge, dining-room and kitchen, two bedrooms and two bathrooms. Outbuildings comprise maids room with bathroom and single lock-up garage.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Liquidator.

Date of auction: Monday, 14 November 1994 at 11:15, at the property.

Viewing: Sunday, 6 November 1994 at 10:00 to 14:00.

For further information please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. [Tel. (011) 646-5432.]

BID-A-BID AUCTIONEERS

Duly instructed by the Liquidator of the Division Partnership estate **D. A. Haycock and D. A. Whittle**, the Supreme Court of South Africa (Witwatersrand Local Division) Case No. 20874/93, we will sell Plot 115, Main Road, Houtkoppen, Randburg, at the residence on Tuesday, 8 November 1994 at 11:00:

Terms: 15% (fifteen per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

AUCOR

ONE AND A HALF BEDROOM DUPLEX FLAT, PIERRE VAN RYNEVELDPARK, VERWOERDBURG

THE MATTER OF INSOLVENT ESTATE J. S. G. NEL, MASTER'S REFERENCE No. T1875/94, ON 8 NOVEMBER 1994 AT 10:30

Duly instructed by the Trustee, we will hereby sell this property situated at Erf 1145, known as 24 Halley Rocks, 13 Fouché Street, Pierre van Ryneveldpark-uitbreiding 2, Verwoerdburg:

Description: This pleasant face-brick duplex flat is entranced into the lounge-cum dining-room and has a neat modern kitchen. Upstairs is a bedroom with built-in cupboards, and a half bedroom, bathroom and guest toilet. The flat is fully carpeted and has burglar bars. There is also a lovely garden with a luxurious jacuzzi.

Directions: Take the R50 to Delmas Avenue, turn right into Hans Strydom Avenue, left into van Rynveld Avenue. Pass the Ryneveldpark Centre and then turn right into Fouché Street.

View: By appointment.

Terms: A 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

For further details please contact Aucor: 1077 Arcadia Street, Hatfield. [Tel. (012) 342-2041.]

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING: J. S. CONNELL AND JOHN CONNELL ESTATES (PTY) LTD, IN LIKWIDASIE, MEESTER- VERWYSING Nos. T2988/94 EN T2987/94

Behoorlik gemagtig deur die Kurator/Likwidateur in bogenoemde boedels, verkoop ons op die perseel, per openbare veiling, op 16 Oktober 1994 om 10:00:

Eenhede 22, 26 en 27SS Norkem Villas 186, Norkem Park-uitbreiding 1.

En om 12:00: Kantoortoerusting te Die Bike-winkelsentrum, Langstraat 19, Kempton Park.

Voorwaardes: Onroerende eiendom: 20% (twintig persent) van verkoopprijs in kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 dae van bevestiging van verkoping.

Losgoed: Kontant of bankgewaarborgde tjek.

Navrae: Skakel Plus Afslaeers (011) 475-5133.

PROPERTY MART SALES

Duly instructed by the Provisional Trustee in the insolvent estate of **J. M. le Roux (Master's Reference T2554/94)**, we shall sell subject to seven days confirmation:

Erf 266, Delville, Germiston, 1 349 square metres in extent and situated at 19 Verdurum Circus Street. The improvements comprise of a single storey three-bedroomed home, brick under tile and steel frame windows.

Sale takes place at 19 Verdurum Circus Street, on 15 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.] Mr C. Mostert.

PARK VILLAGE AUCTIONS

In the matter between the Execution Creditor and the Trustees for the time being of certain **Edda Construction (Pty) Ltd, Edda Development Company (Pty) Ltd, and W. H. A. Walther (Witwatersrand Local Division)**, Case 15039/94, we will sell by public auction, on site at Plot 31, corner of Phillip and Bernard Roads, Poortview Agricultural Holdings, Municipal District of Roodepoort, Registration Division Transvaal, on Tuesday, 8 November 1994 commencing at 10:30, a residence.

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. Z. SWARTS, MASTER'S REFERENCE No. T1688/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 20 Bosbok Street, Secunda Extension 17, District of Secunda, PWV, on Saturday, 12 November 1994 commencing at 10:30, a three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: S. R. CASWELL, MASTER'S REFERENCE No. T2319/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 16 Austen Crescent, Impalapak, District of Boksburg, PWV, on Monday, 7 November 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.]

INTERSTATE AUCTIONEERS CC

SALE OF VEHICLES TO RECOVER STORAGE COSTS

We will sell by public auction at our auction premises, situated at corner of Top and Skew Roads, Boksburg North, on 10 November 1994 at 10:30, the following:

Mini motor vehicle (scrap sold only as spares), Alfasud GY2353 (scrap sold only as spares) and Isuzu TXD Tipper (scrap sold only as spares).

Terms: Cash or bank-guaranteed cheques only.

Interstate Auctioneers CC. [Tel. (011) 894-7366.] [Fax. (011) 894-5617.]

MANNIE AUCTIONEERING COMPANY

BAY MANUFACTURING (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE No. T3257/94

Duly instructed by the Provisional Liquidator in the above matter, we will sell by public auction on the spot, 1 Shortend Road, Nuffield, Springs, on Wednesday, 9 November 1994 at 10:00, the following:

Plant and machinery: CNC-Mazak centre lathe with CNC Mazatrol T32-2, LNS hydrobar 6 station hydraulic bar feed, Amada horizontal band saw, WMW Heckert universal milling machine, Tezsan centre lathe with copy attachment, asquith radial drilling machine, hydraulic press, TOS centre lathe, heller circular cut-off saw, briely tool and cutter grinder, Demag air compressor, Do-all Zephyr vertical bandsaw, Herbert turret lathe with bar feed, Wagner circular cut-off saw, 1 550 kg Avery mechanical platform scale, Schuler riction screw press, 3-ton chain hoist, WAP high pressure cleaning machine, Le Blond centre lathe, Cincinatti shaper, TOA radial drilling machine, welding machine, Broom Wade air compressor and air receiver tank, garage-type hydraulic assembly press, vertical belt sander, Rexon pedestal drilling machine, Femco bench grinder, hack saw, 11 chain hoist, steel shelving units, steel cabinets, steel tables and canteen tables, etc.

Office furniture: Minolta copier, computer and printer, chairs, steel cupboards, Adler typewriter, cordless telephone, desks and fax machine, etc.

Vehicles: 1981 Nissan diesel truck, 1988 Volkswagen Caravelle 2.1, 1988 Ford Courier 2L, 1988 Opel Rekord 2.0i, 1984 Mercedes 280SE, 1980 Landrover Leisure vehicle and Hyster diesel forklift.

Terms: Only cash or bank certified cheques. Refundable cash deposit of R1 000 on registration. No goods may be removed until cheques have been cleared by the bank and only bank certified cheques will be accepted. Please note there will be no exceptions.

On view day prior to sale. Subject to change without prior notice.

Mannie Auctioneering Company. [Tel. (011) 336-9617. [Fax. (011) 333-3460.]

ORANGE FREE STATE ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, FICKSBURG op 25 November 1994 om 10:00 voor die Landdroskantoor te FICKSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas ALPHA 563, distrik Ficksburg

GROOT: 176,2957 hektaar

Eiendom (1) Blykens Akte van Transport T4248/1990

(2) Die plaas KLIPFONTEIN 562, distrik Ficksburg

Groot: 176,2957 hektaar

Eiendom (2) Blykens Akte van Transport T4249/1990

in die naam van **JAN ANDRIES VENTER**

Ligging van hierdie eiendomme:—

23 km noordoos van Ficksburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, stoor en afdak

Eiendomme (1) en (2)

Veekerend omhein en verdeel in kampe.

Watervoorraad

Eiendomme (1) en (2)

2 Boorgate, 2 sementdamme, suipkrip, 3 fonteine en 3 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-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: BAAC 04061 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Oktober 1994.

**INSOLVENTE BOEDEL S. J. SCHOEMAN, No. B439/93 EN SOLVENTE EGGENOTE
CORNELIA MARIA CHRISTINA SCHOEMAN**

Die skuldeisers van **Cornelia Maria Christina Schoeman**, word hiermee in terme van artikel 21 (3) van Wet No. 24 van 1936, soos gewysig, kennis gegee dat die Kurator beslag lê op die ondergemelde goedere wat blykbaar aan gemelde Cornelia Maria Christina Schoeman behoort, en dat die Kurators van voorneme is om voort te gaan met die verkoping daarvan binne ses (6) weke na 24 Oktober 1994 van die kennisgewing aan mev. Schoeman, naamlik:

1. 9 mm Unique pistool.
2. .22 geweer.
3. 12-boor haelgeweer.
4. windbuks.
5. Martini Henry-geweer.
6. 7 mm Musgrave-geweer.
7. Mauser-geweer.
8. .303 geweer.
9. 1985 Nissan Sani.
10. Chev Commodore-voertuig.
11. White-trekker.
12. Belegging ten bedrae van R13 000 by Eerste Nasionale Bank, Marquard.
13. Belegging ten bedrae van R4 737,14 in die spaarrekening van mej. C. Schoeman te Eerste Nasionale Bank, Marquard.
14. Belegging in Sanlam Effektetrust in die name van mev. C. M. C. Schoeman, S. J., R. en C. Schoeman.

Die krediteure van mev. Cornelia Maria Christina Schoeman word versoek om hulle vorderings teen Cornelia Maria Christina Schoeman te bewys by die Kurator, p.a. McIntyre & Van der Post, Permanentegebou, Maitlandstraat 45, Bloemfontein, volgens die voorskrifte van artikel 21 (5) van Wet No. 24 van 1936, soos gewysig.

H. G. van der Walt (Kurator), p.a. McIntyre & Van der Post, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1994 to 30 September 1995, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

—oOo—

BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

***I*important**

Please acquaint yourself thoroughly with the
“Conditions for Publication”

of legal notices in the Government Gazette,
as well as the new tariffs in connection
therewith

**See List of Fixed Tariff Rates and Conditions
on front inner pages**

***B*elangrik**

Maak uself deeglik vertrouwd met die

“Voorwaardes vir Publikasie”

van wetlike kennisgewings in die Staats-
koerant, asook met die nuwe tariewe wat
daarmee in verband staan

**Sien Lys van Vaste Tariewe en Voorwaardes
op voorste binnebladsye**

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