

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

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No. 16077

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*

Standardised notices

R

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

Non-standardised notices

COMPANY NOTICES:

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

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

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

ORDERS OF THE COURT:

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

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing*

R

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

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

| | |
|--|-------|
| Alle provinsies verskyn op eerste Vrydag van elke kalendermaand | 42,70 |
| <i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i> | |

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

| | |
|---|--------|
| Geregtelike verkope | 115,20 |
| Openbare veilings, verkope en tenders: | |
| Tot 75 woorde | 35,10 |
| 76 tot 250 woorde..... | 90,20 |
| 251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel) | 145,30 |

| | |
|--|-------|
| LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS | 45,20 |
|--|-------|

MAATSKAPPYKENNISGEWINGS:

| | |
|---|--------|
| Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende..... | 57,60 |
| Verklaring van dividende met profytstate, notas ingesluit | 132,60 |
| Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies..... | 200,30 |

ORDERS VAN DIE HOF:

| | |
|--|--------|
| Voorlopige en finale likwidasies of sekwestrasies | 75,20 |
| Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking | 200,30 |
| Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> | 200,30 |
| Verlenging van 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 sluitingstyd vir die aanname van kennisgewings soos van tyd tot tyd in die *Staatskoerant* bepaal.

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT***Closing times PRIOR TO PUBLIC HOLIDAYS for*****LEGAL NOTICES
GOVERNMENT NOTICES 1994**

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

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

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

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

BELANGRIKE AANKONDIGING***Sluitingstye VOOR VAKANSIEDAE vir*****WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 1994**

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

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

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

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

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

TRANSVAAL

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, 8 December 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 Magistrate's Court Act, 1994.

2. The purchaser shall pay 10% of the purchased price plus 4% 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: 7160/94.

Judgment Debtor: **Frederick John Kyle.**

Property: Erf 1537, Van Riebeeck Park Extension 11 Township, Registration Division IR, Transvaal, situated at 14 Libra Street, Van Riebeeck Park, Kempton Park.

Improvements: Dwelling-house consisting of 1 entrance hall, 1 lounge, 1 dining-room, 1 toilet, 1 dining-room, 1 family room, 1 study, 4 bedrooms, 3 bathrooms, 1 kitchen.

Outbuildings: Consisting of 2 garages.

File Ref: LN3865/4.

Case Number: 5791/92.

Judgment Debtors: **David Hlalele & Ntombiyakhe Euvone Hlalele.**

Property: Right of leasehold over Erf 249, Tsenolong Township, Registration Division IR, Transvaal, situated at 249 Tsenolong Section, Tembisa.

Improvements: Dwelling-house consisting of 1 lounge, 1 bathroom, 1 dining-room, 1 toilet, 3 bedrooms, 1 kitchen.

Outbuildings: Consisting of 1 garage, 2 outside rooms.

File Ref: L218/92.

Case Number: 16074/93.

Judgment Debtors: **Emerson Phiri & Baleseng Plantina Phiri.**

Property: Right of leasehold over Erf 623, Makulong Township, Registration Division IR, Transvaal, situated at 623 Makulong Section, Tembisa.

Improvements: Dwelling-house consisting of 1 toilet, 2 bedrooms, 1 dining-room, 1 kitchen.

Outbuildings: Consisting of 1 garage, 2 outside rooms.

File Ref: LN3632.

Case Number: 11628/94.

Judgment Debtors: **Socks Phasha & Sylvia Duduzile Phasha.**

Property: Erf 2400, Birch Acres Extension 12 Township, Registration Division IR, Transvaal, situated at 14 Kransduif Street, Birch Acres, Kempton Park.

Improvements: Dwelling-house consisting of 1 lounge, 2 bathrooms, 1 dining-room, 2 toilets, 3 bedrooms, 1 family room, 1 kitchen.

Outbuildings: Consisting of 1 garage, 1 driveway, 1 swimming pool.

File Ref: LN3932/4.

Case Number: 7883/90.

Judgment Debtor: **Khetiwe Joyce Selepe.**

Property: Right of leasehold over Erf 25, Umfuyaneni Township, Registration Division IR, Transvaal, situated at 25 Umfuyaneni Section, Tembisa.

Improvements: Dwelling-house consisting of 1 dining-room, 1 toilet, 2 bedrooms, 1 kitchen.

Outbuildings: Consisting of 2 outside rooms.

File Ref: L217/90.

Case Number: 8639/89.Judgment Debtor: **Abraham Cornelis de Later.***Property:* erf 507, Birch Acres Extension 1 Township, Registration Division IR, Transvaal, situated at 38 Korhaan Road, Birch Acres, Kempton Park.*Improvements:* Dwelling-house consisting of 1 lounge, 2 bathrooms, 2 toilets, 4 bedrooms, 1 kitchen, 1 family room, study.*Outbuildings:* Consisting of 2 garages, 1 driveway, 1 swimming pool.*File Ref:* L332/89.

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

Case 4186/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**In the matter between **Allied Bank** (a division of ABSA Bank Ltd) (Reg. No. 86/04794/06), Plaintiff, and **Swartz A. J.**, First Defendant, and **Swartz A. V.**, Second Defendant

In pursuance of a Judgment in the Court of the Magistrate of Boksburg, dated 3 June 1993, and a writ of execution, dated 12 September 1994, the following will be sold in execution without reserve to the highest bidder on 2 December 1994, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg, at 11:15.

Certain Erf 693, Reiger Park, Extension 1 Township, Registration Division IR, Transvaal, measuring 389 (three hundred and eighty nine) square metres, held by the Mortgagor under Deed of Transfer Number T48385/1987, situated at 693 Delphinium Street, Extension 1, Reiger Park.

Improvements: Single storey dwelling brick under iron, lounge, kitchen, three bedrooms, bathroom, toilet and storeroom.*Terms and conditions*1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.2. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Magistrate of the Court, Boksburg.

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

Dated at Boksburg this 31st day of October 1994.

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

Case 4993/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RUSTENBURG HELD AT RUSTENBURG**In the matter between **ABSA Bank Limited**, Plaintiff, and **Management & Marketing Services SA CC**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 21 September 1994, a sale by public auction without a reserve price will be held on 7 December 1994 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Remaining extent of Erf 648, Rustenburg, Registration Division JQ, Transvaal, measuring 1 428 square metres, held under Deed of Transfer T33714/93, known as 19 Smith Street, Rustenburg.

The following particulars are furnished but not guaranteed: Entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, garage and servant's room and toilet. Granny flat: Bedroom, kitchen, bathroom and lounge/dining-room.

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

Dated at Rustenburg this 25th day of October 1994.

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

**Saak 6999/93
PH 74****IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Investec Bank Beperk**, Eiser/Eksekusieskuldeiser, en **Cavaleiro, John Carlos**, Verweerder/
Eksekusieskuldenaar

Neem asseblief kennis dat die ondervermelde eiendom van die Eksekusieskuldenaar in eksekusie verkoop sal word op 7 Desember 1994 om 14:30, by die kantore van die Balju van die Hooggeregshof te Eenheid 2, Northview, Richardstraat 45, Halfway House.

Neem verder kennis dat die eiendom wat verkoop word geleë is te Satararylaan 27, Gallo Manor-uitbreiding 2, Randburg.

Die eiendom staan bekend as Erf 192, Gallo Manor-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 450 vierkante meter, en gehou kragtens Akte van Transport T3348/87.

Die eiendom bestaan uit 'n normale siersteenhuus met 'n sitkamer, familiekamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang en kombuis. Die huis het 'n teëldak en houtvensterrame. Die buitegeboue bestaan uit 'n bediendekamer, stoorkamer en dubbel motorhuis. Daar is 'n swembad.

Neem verder kennis dat die verkoopvoorwaardes by die kantoor van die Balju van die Hooggeregshof te Eenheid 2, Northview, Richardstraat 45, Halfway House, ingesien kan word.

Aldus gedoen en geteken te Johannesburg op hierdie 28ste dag van Oktober 1994.

Dreyer & Nieuwoudt, Prokureurs namens Eksekusieskuldeiser, Vyfde Verdieping, Volkskasgebou, Marketstraat 76, Johannesburg; Posbus 62197, Marshalltown. (Tel. 833-1790.) (Verw. I10/C/JLD/LDEB.)

Case 1491/94

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 **A. Noble**, First Defendant, and **M. L. Noble**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 October 1994, and subsequent warrant of execution the following property will be sold in execution on 9 December 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Erf 842, Visagie Park, Nigel.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days 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 2nd day of November 1994.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue; P.O. Box 99, Nigel. (Ref. Mr van Huyssteen/SSG/N999.)

Saak 3409/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Biriwiri Beleggings BK**, Eiser, en **Johannes Joachim de Lange**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 28 September 1994, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 6 Januarie 1995 om 10:00, te Landdroskantoor, Nelspruit, naamlik:

Gedeelte 16, van die plaas Highlands 240, Registrasieafdeling JU, Transvaal, groot 39,6754 hektaar.

Verbeterings (nie gewaarborg nie): (a) 'n Groot nuutgeboude klinkersteen woonhuis bestaande uit vier slaapkamers (nog nie ten volle voltooi nie), vyf slaapkamers, twee badkamers, kombuis en sitkamer met IBR dakplate, bediende kwartiere en waskamer.

(b) Nuutgeboude tweeslaapkamerwoonhuis met kombuis en badkamer.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdrosdshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (01311) 2-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 27ste dag van Oktober 1994.

M. G. Pienaar, vir Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Nelspruit. (Verw. mnr. Pienaar/rdl/B36/94.)

Saak 2896/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Rosa Hof Beheerliggaam**, Eksekusieskuldeiser, en **Marius Delpont**, Eksekusieskuldenaar

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal een half aandeel in die ondergenoemde eiendom op 7 Desember 1994 om 10:00, per publieke veiling deur die Balju, Alberton, te Johria Hof, Du Plessisweg 4, Florentia, Alberton, verkoop word, naamlik:

Sekere Eenheid 12, Rosahof, geleë te Tweede Laan, in die dorpsgebied Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Rosahof 12, Tweede Laan, Alberton, groot 67 vierkante meter, gehou deur Marius Delpont onder Akte van Transport ST 48767/1993.

Sonering: Residensieel.

Spesiale gebruik of vrystellings: Geen.

Die voornisskuldeiser beskryf die verbeterings op die gemelde eiendom, sonder enige waarborg, soos volg:

Eenheid geleë in Rosahof baksteengebou onder sink- en/of teëldak, bestaande uit sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer en toilet.

Die wesentlike voorwaardes van verkoop is:

1. Voestoots 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 Alberton hierdie 26ste dag van Oktober 1994.

Jonker & Jonker, Prokureurs vir Eiser, Clintonweg 52, New Redruth, Alberton. (Verw. R70: mnr Mike Jonker.)

Case 2129/94

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

In the matter between **First National Bank**, Plaintiff, and **T. S. Mohlala**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 14 September 1994 and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution, on 9 December 1994 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan to the highest bidder:

Property: All right, title and interest in the leasehold in respect of Erf 2348, Tsakane Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL47360/1988 (no warrant or undertaken is given in relation to the following described improvements on the property), also known as 2348 Masinga Street, Tsakane, Brakpan.

Description of the property: Painted brick and plaster walls under tiled roof consisting of lounge, kitchen, three bedrooms, bathroom and wire fencing.

Terms: 10% (ten per centum) of the purchase price and 4% (four per centum) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within 14 (fourteen) days from date of sale. The purchaser shall be liable to pay interest at the rate of 16% (sixteen per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Brakpan on this the 2nd day of November 1994.

P. J. Cowling, for Trollip, Cowling & Janeke, Attorneys, Notaries & Conveyancers, P.O. 38, Brakpan; c/o Ivan Davies, Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ashton/NK/DN0354.)

Case 22329/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Ramokhoabane Joseph Khotso**, First Defendant, and **Lesala Dineo Stella**, Second 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 11 October 1994, will be sold in execution on Thursday, 8 December 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 6516, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, in extent 325 (three hundred and twenty-five) square metres, situated at 6516 Trimolite Crescent, Ennerdale Extension 8, 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.

Floor: Cement finish.

Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: Fence.

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, Overvaal Building, 28 Kruger Avenue, Vereeniging for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1159.)

Case 25943/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dube Phillip Tetel**, First Defendant, and **Dupe Ethel Dipuo**, Second 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 9 March 1994, will be sold in execution on Thursday, 8 December 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Portion 157 of Erf 5504, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, in extent 316 (three hundred and sixteen) square metres, situated at 1 Froeska Close, Ennerdale Extension 9, 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.

Floor: Fitted carpets and tiles.

Rooms: Lounge, kitchen, two bedrooms, bathroom, shower and toilet.

Outbuildings: None.

Boundary: Fenced, brick walls and concrete walls.

Improvements: Fence 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, Overvaal Building, 28 Kruger Avenue, Vereeniging for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/1/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/804.)

Case 9819/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ompie Piet Mbonane**, Defendant

On 9 December 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 11, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 11 Vosloorus Extension 8, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court 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 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01762.)

Case 13838/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Robert Jacob Thula**, First Defendant, and **Matlakala Eunice Thula**, Second Defendant

On 9 December 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 263, Vosloorus Extension 4, Registration Division IR, Transvaal, situated at 263 Vosloorus Extension 4, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court 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 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01025.)

Case 9566/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phafane Mackson Thobejane**, First Defendant, and **Mahlatji Salome Thobejane**, Second Defendant

On 9 December 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 608, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 608 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 Magistrate's Court 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 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H610.)

Case 9818/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashakana Frans Maripa**, Defendant

On 9 December 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 7329, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7329 Vosloorus Extension 9, 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 Magistrate's Court 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 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01764.)

Saak 6363/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (No. 86/04794/06) (Allied Bank Divisie), Eiser, en **A. H. Carter**, 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 Balju, Landdroshof, Lochstraat 51, Meyerton, op 8 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 kantore van die Balju, Landdroshof, Meyerton:

Sekere: Hoewe 237, Ophir-uitbreiding 1, Landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0134 hektaar.

Verbeterings: Onverbeter.

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 31ste dag van Oktober 1994.

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

Saak 1882/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein**, Eiser, en **Stephanus Marthinus Vosloo**, Eerste Verweerder, en **Yvonne Maud Vosloo**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 2 Augustus 1994, sal die ondervermelde eiendom geregtelik verkoop word op 9 Desember 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1820, Greenhills-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T37610/1993, bekend as Frank Oederstraat 13, Greenhills-uitbreiding 3, Randfontein.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggell, Prokureurs vir Eiser, lurisgebou; Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S2080.)

Case 6945/94
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 **Whittaker, Steve**, 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 8 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: An undivided half share in Erf 763, situated in the Township of Birch Acres Extension 2, Registration Division IR, Transvaal; being 22 Valk Street, Birch Acres Extension 2, Kempton Park, measuring 1 072 (one thousand and seventy-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, entrance hall, family room, study, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, carport, servant's room, toilet, laundry and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 November 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/W.158.)

Case 21759/94
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 **Whittaker, Linda Marlon**, 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 8 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: An undivided half share in Erf 763, situated in the Township of Birch Acres Extension 2, Registration Division IR, Transvaal, being 22 Valk Street, Birch Acres Extension 2, Kempton Park, measuring 1 072 (one thousand and seventy-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, entrance hall, family room, study, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, carport, servant's room, toilet, laundry 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 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 the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of November 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/W.158.)

Case 12568/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mhluzi, Ernest Mphezeni**, Defendant

In execution of 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 Deputy Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 6 December 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 Site 1409 (n.k.a. 1243), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at 1243 Likole Extension 1, Katlehong, Alberton, measuring 330 (three hundred and thirty) square metres.

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

Building built of face bricks, tiled roof, comprising entrance hall, lounge, dining-room, kitchen, three bedrooms and bathroom.

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

Dated at Johannesburg on the 1st day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00155.)

Case 10175/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fitch, Kathleen Mary**, Defendant

In execution of 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 of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 8 December 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 136, Rosettenville Township, Registration Division IR, Transvaal, area 495 (four hundred and ninety-five) square metres, situation 182A Bouquet Street, Rosettenville, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of four bedrooms, two bathrooms, two kitchens, lounge, dining-room, servants' quarters with toilet.

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 the 2nd day of November 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ222.)

Case 34679/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Steyn, Lydia NO**, Defendant

In execution of 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 of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 8 December 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 4333, Eldoradopark Extension 8 Township, Registration Division IQ, Transvaal, area 314 (three hundred and fourteen) square metres, situation 293 Tosman Friesling Avenue, Eldoradopark Extension 8.

Improvements (not guaranteed): A house under asbestos roof consisting of bedroom, kitchen/lounge and wire fence around property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per 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 the 2nd day of November 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ253.)

Case 18192/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Groenewald, Lourens**, First Defendant, and **Groenewald, 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 at the office of the Sheriff of the Supreme Court, Pollock Street, Magistrate's Court, Randfontein, on Friday, 9 December 1994 at 14:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 40, Randfontein Township, Registration Division IQ, Transvaal, area 945 (nine hundred and forty-five) square metres, situation 9 Station Street, Randfontein, 1760.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, carport, swimming-pool and with pre-cast 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 charge of R200.

Dated at Johannesburg on the 2nd day of November 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ70.)

Case 16970/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Jafita Tatolo Abel George**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution, the property hereunder which was attached on 17 October 1994, will be sold in execution on Thursday, 8 December 1994 at 10:00, in front of the Sheriff of the Supreme Court, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, to the highest bidder:

Portion 8 of Erf 483, Mid-Ennerdale Township, Registration Division IQ, Transvaal, in extent 425 (four hundred and twenty-five) square metres, situated at 8 Fifth Avenue, Mid-Ennerdale.

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.

Floor: Grano.

Rooms: Lounge, kitchen, two bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: Fence.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, Overvaal Building, 28 Kruger Avenue, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/1113.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Lucking, Bryon Charles**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Johannesburg North, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg:

Erf 208, Franklin Roosevelt Park Township, Registration Division IQ, Transvaal, situated at 144 Milner Avenue, Roosevelt Park, Johannesburg, measuring 996 (nine hundred and ninety-six) square metres, held under Deed of Transfer T2159/89.

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

Main building: Brick dwelling with a tiled roof, consisting of kitchen, entrance hall, lounge, dining-room, three bedrooms and bathroom.

Outbuildings: Garage, servants' quarters, and laundry.

Zoning: Residential.

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

Dated on this 28th day of October 1994.

C. B. McEwan, Plaintiff's Attorney/s, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/4L236.)

Saak 13474/91

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

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **Lesabane Nathaniel Kabe**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 26 Augustus 1994, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieder op 8 Desember 1994 om 10:00:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 105, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, bekend as Hospital View 105, Tembisa-uitbreiding 1.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

2. Die volgende verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie.

Woonhuis: Sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, studeerkamer, familie/TV-kamer en twee toilette.

Buitegeboue: Twee motorhuise.

Ander: Alles onder 'n teëldak.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping en die Balju en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20% (twintig persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, 20 Centraallaan, Privaatsak X53, Kempton Park, 1620. (Verw. mnr. McKenzie/zk/DB/U741.)

Case 3427/90

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

In the matter between **Allied Building Society**, Plaintiff, and **C. K. January**, First Defendant, and **N. E. January**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 3 October 1990, the property listed hereunder will be sold in execution on 9 December 1994 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Portion 3 of Erf 731, Geluksdal Township, Registration Division IR, Transvaal, measuring 562 (five hundred and sixty-two) square metres, held by Deed of Transfer T53906/87.

The property is defined as a residential stand, situated at: 731 Blyversekeringkromme, Geluksdal, Brakpan.

No warrant or undertaking is given in relation to the nature of the improvements, which are described as follows: Main Building: Stone walls under tiled roof consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. Outbuildings: None. Stone and precast walls.

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, Brakpan.

(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 at to 10% (ten per cent) thereof or R500 (five hundred rand) whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale, to date of payment, within 14 (fourteen) days, to be paid or secured by a bank or building society guarantee.

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

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

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

Dated at Brakpan this 1st day of November 1994.

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street; P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C497/88.)

Case 32002/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Vernon Klaasen**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 16 August 1994, and a warrant of execution dated 25 August 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 7 December 1994 at 10:00, at the Sheriff's Office, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Certain: Section 24 in the scheme known as Ballito Villas, Brackendowns Township, Local Authority of Alberton.

Situation: Unit 24 Vallito Ville, De Waal Street, Brackendowns.

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

Improvements: A dwelling unit of klinker brick under tile, consisting of lounge, dining-room, tiled fitted kitchen, three bedrooms, two bathrooms, guest toilet.

Area: 155 square metres.

Outbuildings: Attached: Single garage.

Property's held: Under Deed of Transfer ST5190/90.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at Johria Court, 4 du Plessis Street, Florentia, Alberton.

Dated at Johannesburg on this the 27th day of October 1994.

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorney's, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4099/COLL/PM/VV.)

Saak 19561/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Kroll, Ian James**, Eerste Verweerder, en **Kroll, Charmaine Stella**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 6 Desember 1994 om 10:00, van die ondergemelde eiendom van die Verweerder(s) 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, Alberton voor die verkoping ter insae sal lê:

Sekere Standplaas 156, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Ian James Kroll en Charmaine Stella Kroll onder Akte van Transport T55266/91, bekend as Disastraat 7, Roodekop-dorpsgebied, groot 871 vierkante meter, sonering Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeteringe: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, opwasplek, een en 'n half badkamers, stort en twee toilette. *Buitegeboue:* Twee motorhuise, stoorkamer 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 en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000. Minimum heffing R100.

Gedateer te Alberton op hede die 31ste 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. N2636/EU/PP.)

Case 46912/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Simon Richard Anthony White**, Defendant

Pursuant to a judgment of the above Honourable Court dated 13 July 1994, and a warrant of execution dated 21 July 1994, 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:

Certain Erf 252, Bellevue Township, Registration Division IR, Transvaal, situation 94 Dunbar Street, Bellevue, Johannesburg.

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

Improvements: A dwelling of brick plaster consisting of lounge with entrance hall, breakfast room, kitchen, four bedrooms and bathroom.

Outbuildings: Flat: Kitchenette, one and a half bedroom, bathroom and maid's room with toilet.

Area: 495 square metres.

Property's held under Deed of Transfer T45779/93.

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

The full conditions of sale may be inspected at the offices of the Sheriff, at 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 3rd day of November 1994.

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4353/COLL/PM/VV.)

Case 1725/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOUTPANSBERG HELD AT LOUIS TRICHARDT

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Emmerentia Susanna Magaretha Hurter**, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property described as Portion 3 of the farm Middelfontein 803, Registration Division MS, Transvaal, in extent 9,6688 hectares, held by Deed of Transfer T278/83, will be sold on the farm Middelfontein, Louis Trichardt, on 14 December 1994 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Seven-bedroomed brick dwelling under iron roof with two bathrooms, kitchen, two lounges, dining-room and family room. Outbuildings consist of four carports, laundry and servant's room. Swimming-pool and property fenced with wire.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to—

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

2.2 the conditions of the title deed; and

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

Signed at Pietersburg on the 2nd day of November 1994.

L. F. de Lange, for Pratt Luyt & De Lange, c/o Messrs Coxwell & Steyn, 31 Trichardt Street, P.O. Box 52, Louis Trichardt, 0920.

Case 18023/94
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 **Northfield, Arthur Richmond**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Johannesburg North, on Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Portion 27 of Erf 529, Linden Township, Registration Division IQ, Transvaal, measuring 1 832 square metres and held under Deed of Transfer T36000/1988, situated at 98 First Street, Linden, 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, lounge, dining-room, three bedrooms, bathroom, w.c., garage, carport, servants' quarters with shower and w.c. and swimming-pool.

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 from the date of sale.

Auctioneers 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 this 3rd day of November 1994.

Max Cohen, Plaintiff's Attorneys, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. 336-0274.) (Ref. P. Sapire/Garth Hulley/F288.) (Dx 257 JHB.)

Case 22854/94

IN THE SUPREME COURT OF SOUTH AFRICA

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tobi Martha Mashiyane**, Defendant

Notice is hereby given that on 9 December 1994 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 20 September 1994, namely:

Certain: Right of leasehold in respect of Erf 750, Tsakane Extension 1, Registration Division IR, Transvaal, situated at 750 Tsakane Extension 1, Brakpan.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01706.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mphuthi Charles Letageng**, Defendant

On 9 December 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 2527, Vosloorus Extension 1, Registration Division IR, Transvaal, situated at 2527 Cintso Street, Vosloorus Extension 1, Boksburg.

Improvements: Vacant stand.

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 3rd day of November 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01690.)

Case 88955/93
PH 292

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

In the matter between **First National Bank of Southern Africa Limited**, trading as Wesbank, Plaintiff, and **Helena Hester Loots**, Defendant

In execution of a judgment granted by the Magistrate's Court, Johannesburg, on 10 December 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Johannesburg West, in front of the Magistrate's Court, Fox Street entrance, on Friday, 2 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Johannesburg West, prior to the sale:

Certain Portion 4 of Erf 1718, Triomf Township, Registration Division IQ, Transvaal, measuring 644 (six hundred and forty-four) square metres, also known as 60 Gold Street, Triomf, Johannesburg.

The property is reported to be improved property with a dwelling-house and outbuildings thereon, but nothing is guaranteed.

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

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

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

Maisels, Smit & Lowndes, Plaintiff's Attorneys, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. Mr Smit/BP/st/WB553.)

Saak 2377/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Wilson Khazamula Maluleke**, Eerste Verweerder, en **Lena Catherine Maluleke**, Tweede Verweerder

Ingevolge uitspraak van die Landdroshof vir die distrik Wonderboom, gehou te Pretoria-Noord in bogemelde saak, sal 'n verkoping gehou word op 9 Desember 1994 om 11:00, by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderste-poort (net noord van Sasko Meule, ou Warmbadpad), van die ondergemelde eiendom:

Sekere Erf 21779, Mamelodi-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 318 (driehonderd-en-agtien) vierkante meter, geleë te Erf 21779, Mamelodi-uitbreiding 3.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: Teëlstaandak huis wat gepleister en gevef is met twee slaapkamers, badkamer met aparte toilet, sitkamer, kombuis, gepleisterde vloere met draadomheining sonder hek.

Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), of die Eiser se prokureurs, mnr. Blakes Ingelyf, te Sesde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria.

Geteken te Pretoria op hierdie 4de dag van November 1994.

Blakes Prokureurs, Sesde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria. (Tel. 325-3442/3.) (Verw. J. le Roux/RS0049.)

Saak 14482/93

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

In die saak tussen **ABSA Bank Bepark**, Eiser, en **Johannes Kruger**, Verweerder

Geliewe kennis te neem dat die eiendom bekend as Reërende Gedeelte van Erf 164, geleë in die Wolmer-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, aanvanklik oorgedra kragtens Akte van Transport T6315/1909, met kaart daarby aangeheg en gehou kragtens Akte van Transport T44161/1976.

En geleë te Wonderboomstraat 658, Pretoria-Noord, Pretoria, in eksekusie verkoop sal word op 2 Desember 1994 om 11:00, te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Gemelde eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en aparte toilet. *Buitegeboue*: Dubbelmotorhuis, bediendekamer, toilet en swembad.

Woonhuis is algemeen in swak kondisie met moontlike strukturele gebreke.

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir bogemelde verkoping ter insae lê by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

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

N. Döman, vir Laäs, Döman & Vennote, Vierde Verdieping, Adventiciagebou, Visagiestraat 180, Pretoria. (Tel. 323-2316.) (Verw. N. Döman/yva/NT08-462.)

Case 6553/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Jabulani Cyril Gamede**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton and writ of execution the property listed hereunder which was attached on 26 May 1994, will be sold in execution on Wednesday, 14 December 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

All right, title and interest in the Leasehold Erf 323 (now known as Erf 10994), Tokoza Extension 2 Township, Registration Division IR, Transvaal, in extent 260 (two hundred and sixty) square metres, situated at 323 (now known as 10994), Tokoza Extension 2.

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

Residence: Single storey dwelling, detached, built of bricks and painted plaster, under tiled roof. Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedroom, bathroom and w.c. Outbuildings: None. Improvements: Boundary fencing and gates.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton, Johriahof, 4 Du Plessis Road, Florentia, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Alberton this the 4th day of November 1994.

Wright, Rose-Innes, Plaintiff's Attorneys, 3 St Columb Road, New Redruth, Alberton. (Tel. 869-8448.) (Ref. Mr Groenewald/as.)

Case 34508/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Titus, Willie Cornelius**, First Defendant, and **Titus, Porcha Poppie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 54 of Erf 5398, in the Township of Ennerdale Extension 9, Registration Division IQ, Transvaal, in extent 406 (four hundred and six) square metres, situated at 68 Paul Crescent, Ennerdale Extension 9.

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

Residence: Single storey dwelling, detached, built of bricks and painted plaster, under tiled roof. Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedroom, bathroom, shower and two w.c.'s. Outbuildings: Concrete boundary walls, fencing 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 7th day of November 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6480.); N. C. H. Bouwman, sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 10842/94

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

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

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

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

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6577.); N. C. H. Bouwman, sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 822/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Mohamed Hussein Ebrahim**, First Judgment Debtor, **Farriel Fakier**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria and writ of execution the property listed hereunder which was attached on 13 September 1994, will be sold in execution on Friday, 9 December 1994 at 10:00, at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, to the highest bidder:

In the Township of Lenasia South Extension 7, Registration Division IQ, Transvaal, in extent 587 (five hundred and eighty-seven) square metres, situated at 3188 Platinum Crescent (corner of Radium Place, Migson Manor, Lenasia South Extension 7).

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

Residence: Single storey dwelling, detached, built of bricks and painted plaster, under 17,5 degree pitched tiled roof with underlay. Floors: Fitted carpets and ceramic tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s. Outbuildings: None. Improvements: Boundary fencing and gates.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, 50 Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 4th day of November 1994.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, Truvos Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/MR/W04253/N180.)

Saak 15637/92

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

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Premier Lonehill Development CC**, 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 Grondvloer, Fluorhuis, Graystonlaan 100, Sandown, Sandton, op 9 Desember 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Gedeelte 5 van die plaas Lone Hill No. 1, Registrasieafdeling IR, Transvaal, en ook bekend as Hoofweg, Lonehill, grootte 9,3826 ha (nege komma drie agt twee ses) hektaar.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Leë erf.

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 (twintigduisend 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 31ste dag van Junie 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8096E.)

Saak 22300/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **M. A. Kgoale N.O.**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 19 April 1994, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Wonderboom, op 9 Desember 1994 om 11:00, te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule, ou Warmbadpad, Bon Accord) verkoop:

1. Erf 9383 (voorheen bekend as Erf 1461), in die dorp Mamelodi-uitbreiding 2, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport TL31484/90, groot 375 vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Klinkersteenwoonhuis met drie slaapkamers, ingangsportaal, sitkamer, eetkamer, kombuis, badkamer en wk en enkelmotorhuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooi betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal word by wyse van 'n bank- of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Wonderboom.

Geteken te Pretoria op hierdie 27ste dag van Oktober 1994.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. H. Botha/cvb/38764.)

Case 1361/94

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

In the matter between **Mercantile Bank Ltd** (trading as Mercantile Savings and Loans), Plaintiff, and **Buti Petrus Gumede**, First Defendant, and **Tholakele Mavis Gumede**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 21 July 1994, and subsequent warrant of execution the following property will be sold in execution on 9 December 1994 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 1978, 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 of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 3rd day of November 1994.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue; P.O. Box 99, Nigel. (Ref. Mr van Huyssteen/SSG/M1295.)

Saak 4616/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ESKOM**, Eiser, en **Tshakele Simon Keswa**, Eerste Verweerder, en **Mahokolotse Alice Keswa**, 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 9 Desember 1994 om 11:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Erf 509, Eenheid 10, Sebokeng, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Sebokeng, Vanderbijlpark, gehou kragtens Akte van Transport TL 73997/89, grootte 315 (driehonderd en vyftien) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande woonhuis bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 1ste dag van November 1994.

De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Case 31816/93
PH 212

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Adams, Johannes**, First Defendant, and **Adams, Sophia Katrina**, Second Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, granted on 16 March 1994, 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 Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Defendant and the conditions to be read out by the Sheriff of Vereeniging, prior to the sale, at the above-mentioned offices:

Erf 4213, Ennerdale Township Extension 5, Registration Division IQ, Transvaal, measuring 350 square metres, held by Deed of Transfer T46631/92, situated at 28 Piriap Crescent Extension 5, Ennerdale.

Improvements: The following improvements are reported to be in the property but nothing is warranted or guaranteed: Such improvements consists of a single storey dwelling-house comprising three bedrooms, kitchen, lounge, bathroom and w.c.
Outbuildings: None.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Sandton on this 26th day of October 1994.

Moss-Morris Inc., Plaintiff's Attorneys, 20th Floor, Office Tower, Sandton City, Fifth Street; P.O. Box 786728, Sandton, 2146. (Tel. 884-9367.) (Ref. Mr Greenfield/T. Kwinana/F743.)

Case 22054/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anna Cornelia Jacoba Maree**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North West, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 8 December 1994 at 10:00:

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

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

Property: Portion 206 (a portion of Portion 81) of the farm Kameeldrift 313, Registration Division JR, Transvaal, measuring 8,5653 hectares, also known as 206 (a portion of Portion 81 of the farm Kameeldrift 313).

Improvements: A house: Six bedrooms, three bathrooms, two kitchens, two lounges, dining-room, three garages, family room, store-room and swimming-pool.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb x 169.)

Saak 10221/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Jakobus Klim**, Eerste Eksekusieskuldenaar, en **Dudu Adelinah Klim**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 11 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 8 Desember 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju-kantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 12, soos getoon en meer volledig beskryf op Deelplan SS448/91 in die skema bekend as Gladiator Court, ten opsigte van die grond en gebou of geboue geleë te Erf 2753, Kempton Park-dorpsgebied, plaaslike owerheid, Kempton Park Stadsraad, waarvan die vloeroppervlakte volgens die genoemde deelplan 65 vierkante meter groot is.

'n Onverdeelde aandeel in die gemeenskaplike eiendom is in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan.

Asook 'n uitsluitlike gebruiksarea beskryf as Tuin G12, groot 21 vierkante meter ten opsigte van 'n gedeelte van die gemeenskaplike eiendom bekend as Gladiator Court ten opsigte van die grond en gebou of geboue geleë te Erf 2753, Kempton Park-dorpsgebied, plaaslike owerheid, Kempton Park Stadsraad, soos getoon op die Deelplan SS448/91.

Asook 'n uitsluitlike gebruiksarea beskryf as Parkering P51, groot 13 vierkante meter, ten opsigte van 'n gedeelte van die gemeenskaplike eiendom bekend as Gladiator Court ten opsigte van die grond en gebou of geboue geleë te Erf 2753, Kempton Park-dorpsgebied, plaaslike owerheid, Kempton Park Stadsraad, soos getoon op die Deelplan SS448/91.

Beide uitsluitlike gebruiksareas gehou onder Notariële Akte van Sessie SK7671/93.

Ook bekend as: B3 Gladiatorhof, hoek van Gladiator- en Parkstraat, Rhodesfield, Kempton Park, gehou onder Titellakte ST99629/93.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, slaapkamer, afdak, kombuis, swembad in kompleks en toe balkon.

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

Gedateer te Kempton Park hierdie 31ste dag van Oktober 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1561.)

Case 2370/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nchephe John Mpati**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Seshego, on Thursday, 8 December 1994 at 14:00, at Seshego Magistrate's Court, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Ownership Unit D1276, situated in the Township of Seshego, Distrit of Seshego, held under Deed of Grant 1246/88 dated 16 August 1988, known as 1276 Seshego Unit D.

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

A dwelling under tile roof consisting of lounge, kitchen, three bedrooms, bathroom and separate toilet.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Seshego, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 68A President Kruger Street, Pietersburg.

Dated at Pretoria this 31st day of October 1994.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/59033.)

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 **Daniel Lendy Botes**, Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 14 December 1994 at 10:00, to the highest bidder:

Certain Remaining of Extent of Holding 62, Lyttelton Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 8 570 square metres, situated at 283 Von Willigh Street, Lyttelton Agricultural Holdings Extension 1, Lyttelton.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge, kitchen, three bedrooms, bathroom, w.c., scullery, TV-room, laundry and pantry.

Outbuildings: Three offices, two w.c.s, three servants' rooms, w.c., kitchenette and three stoeps.

Other: Brick walls and pvc tiles.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at Plot 83, corner of Gerhard and West Streets, Lyttelton Agricultural Holdings, Lyttelton, Verwoerdburg.

Signed at Pretoria on this 31st day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N689.)

Case 66729/94

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 **Henry William Niemand**, First Defendant, and **Aletta Magdalena Magrietha Niemand**, 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, Olivetti House, Sixth Floor, corner of Schubart and Pretorius Streets, Pretoria, on 1 December 1994 at 10:00, to the highest bidder:

Certain Portion 16, as shown and more fully described on Sectional Plan SS36/83 in the scheme known as GRS Court, in respect of the land and buildings situated at Pretoria Gardens, Registration Division JR, Transvaal, measuring with a floor area of 67 square metres, situated at GRS Court 16, Sannie Street, Pretoria Gardens.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Flat, lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

Outbuildings: Garage.

Common property facilities: Parking and drying area.

3. *Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 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 Olivettihouse, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 28th day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1333.)

Case 62221/94

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 **Estelle Taljaard**, First Defendant, and **Louis Francois Taljaard**, Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 14 December 1994 at 10:00, to the highest bidder:

Certain Remaining of Extent of Erf 447, situated in the Township of Hatfield, Registration Division JR, Transvaal, measuring 1 276 square metres, situated at 1272 Suid Street, Hatfield, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge, dining-room/bar, kitchen, four bedrooms, two and a half bathrooms, two showers, three w.c.s', scullery, study area, TV-room and covered stoep.

Outbuildings: Garage, three carports, servant's room, store-room and w.c..

Other: Swimming-pool, driveway 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 28th day of October 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1308.)

Saak 9399/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eksekusieskuldeiser, en **Willem George Greybe Gauché**, Eerste Eksekusieskuldenaar, en **Magdalena Elizabeth Gauché**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park en 'n lasbrief vir eksekusie gedateer 11 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 8 Desember 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 45, soos beskryf in Deeltitel Plan SS307/90, in die skema bekend as Greendale Gardens, Glen Marais-uitbreiding 11-dorpsgebied, geleë te Erf 2054, Glen Marais-uitbreiding 11, Registrasieafdeling IR, Transvaal, groot 65 vierkante meter, ook bekend as Eenheid 45, Greendale Gardens, Koggelmanderstraat, Glen Marais-uitbreiding 11, Kempton Park, gehou onder Titelakte ST 11869/93.

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

Verbeterings: Sit/eetkamer, twee slaapkamers een en 'n half badkamer, kombuis, toilet, afdak, alles onder 'n teëldak en omhein met baksteenmure.

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

Gedateer te Kempton Park hierdie 27ste dag van Oktober 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1549.)

Saak 8876/94

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

In die saak tussen **ABSA Bank Beperk** (handeldrywend as United Bank), Eksekusieskuldeiser, en **William George Greybe Gauché**, Eerste Eksekusieskuldenaar, en **Magdalena Elizabeth Gauché**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir Eksekusie, gedateer 9 Augustus 1994, die hiernagenoemde eiendom op Donderdag 8 Desember 1994 om 10:00, by die Balju se kantore, te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

Erf: Gedeelte 40, soos beskryf in Deel Titel Plan SS307/90, in die skema bekend as Greendale Gardens, Glen Marais-uitbreiding 11-dorpsgebied, geleë te Erf 2054, Glen Marais-uitbreiding 11, Registrasieafdeling IR, Transvaal, groot 78 vierkante meter, ook bekend as Eenheid 40, Greendale Gardens, Koggelmanderstraat, Glen Marais-uitbreiding 11, Kempton Park, gehou onder Titelakte ST20829/93.

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

Verbeterings: Sitkamer, drie slaapkamers, badkamer, kombuis, toilet, afdak, alles onder 'n teëldak.

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

Gedateer te Kempton Park hierdie 27ste dag van Oktober 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtle Gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1532)

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

In die saak tussten **ABSA Bank Beperk** (handeldrywend as United Bank), Eksekusieskuldeiser, en **Johannes Andries Vermeulen**, Eerste Eksekusieskuldenaar, en **Liza Vermeulen**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir Eksekusie gedateer die 28ste Junie 1994, die hiernage-noemde eiendom op Donderdag, 8 Desember 1994 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf: Erf 35, Bonaero Park dorpsgebied, Registrasieafdeling IR, Transvaal, groot 840 vierkante meter, ook bekend as Aeroparquestraat 11, Bonaero Park, Kempton Park, gehou onder titelakte T39255/93.

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

Verbeterings: Sitkamer, badkamer, eetkamer, drie slaapkamers, kombuis, afdak, buitekamer, alles onder 'n sinkdak en omhein met mure.

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

Gedateer te Kempton Park hierdie 27ste dag van Oktober 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtle Gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1456.)

Saak4861/94

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

In die saak tussen **ABSA Bank Beperk** (handeldrywend as United Bank), Eksekusieskuldeiser, en **Karien Lesli Smorthit**, Eksekusieskuldenaar

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

Erf: Erf 338, Esther Park -uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 vierkante meter, ook bekend as Gifboomstraat 23, Kempton Park, gehou onder Titelakte T67181/92.

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

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

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

Gedateer te Kempton Park hierdie 27ste dag van Oktober 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtle Gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1400.)

Case 5005/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Morake Joseph Malatsi**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (North of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 9 December 1994 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Wonderboom, at the above address:

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

Property: Stand 2496, Block L, Soshanguve, situated in the Residential Area of Soshanguve, district of the District Representative, Department of Development Aid, Soshanguve, measuring 450, also known as Erf 2496, Block L, Soshanguve (now freehold).

Improvements: House: Two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X308.)

Saak 19271/94
PH 27IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **Ericsson, Daisy Yvonne**, 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 Eerste Verdieping, Marshallstraat 131, Johannesburg, op 8 Desember 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 394, Sandringham-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Victoriastraat 20, Sandringham, grootte 991 m² (negehonderd een-en-negentig) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Vier slaapkamers, twee badkamers, sitkamer, eetkamer en kombuis. **Buitegeboue:** Enkelmotorhuis, bediende kwartier en swembad. **Konstruktuer:** Baksteen met sinkdak. Erf is met mure omhein.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 31ste dag van Oktober 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Ref. 04/F5279E/Rossouw/rb.)

Saak 4986/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **M. J. en M. M. Leshabe**, 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 9 Desember 1994 om 10:30, per publieke veiling deur die Balju te Dorpsraadkantore, Mhluzi, Middelburg, verkoop word:

Erf 6045, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 334 (driehonderd vier-en-dertig) vierkante meter, gehou kragtens Akte van Transport T73143/93.

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

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 okupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Middelburg hierdie 2de dag van November 1994.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 17539/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simon Makhuto Phoko**, First Defendant, and **Tekla Sarah Kgatla**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North West, at Room 603A, Olivetti House, corner of Schubert and Pretorius Streets, Pretoria, on Thursday, 8 December 1994 at 10:00:

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

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

Property: All the right, title and interest in the leasehold in respect of Erf 5383, Atteridgeville Township, Registration Division JR, Transvaal, measuring 297 square metres, also known as 81 Khudu Street, Atteridgeville.

Improvements: A house: Three bedrooms, kitchen, lounge and outside toilet.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X343.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joel Sibusiso Mathebula**, Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Church Street, Hendrina, on Tuesday, 13 December 1994 at 10:00:

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

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

Property: All right, title and interest in the leasehold in respect of Site 782, kwaZamokhule Extension 1, Registration Division IS, Transvaal.

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

Hack Stüpel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1991.)

Case 13286/92

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

In the matter between **Nedcor Bank Limited Perm Division** (Reg. No. 51/00009/06), Plaintiff, and **Mahabayedwa James Shambana**, First Defendant, and **Nomthandazo Elizabeth Shambana**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 January 1993, 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 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 2456, Vosloorus, Boksburg, situated on 2456 Jayiya Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 261 (two hundred and sixty-one) square metres.

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

Building built of brick, plaster under pitched asbestos roof, residence comprising of two bedrooms, kitchen, lounge, bathroom and two garages.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. P00010/Mrs Kok.)

Case 23142/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Norman Baloyi** and **Elizabeth Nobantu Baloyi**, Defendants

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 9 September 1993, will be sold in execution on Friday, 9 December 1994 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 522, Naturena Township, Registration Division IR, Transvaal, in extent 930 (nine hundred and thirty) square metres, situated at 27 Malta Road, Naturena, Johannesburg.

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

Residence, single-storey dwelling, detached, split level. *Walls:* Brick and klinker. *Roof:* Tiles. *Floors:* Tiles. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two toilets.

Outbuildings: Two garages, two carports, servant and toilet.

Boundary: Fenced, rock.

Improvements: Swimming-pool, braai, walls and paving.

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

Dated at Johannesburg on the 31st day of October 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913.) (Ref. Mr Steyn/433.)

Case 2131/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Mohlala Ennebotse Abram**, 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 19 April 1994, will be sold in execution on Thursday, 8 December 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, 8 Park Street, Kempton Park, to the highest bidder:

Erf 572, Tlamatlama Township, Registration Division IR, Transvaal, in extent 279 square metres, situated at 527 Tlamatlama, Thembisa, Kempton Park.

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

Residence: single-storey dwelling, detached.

Walls: Brick and plaster and painted. *Roof*: Concrete tiles. *Floor*: Fitted carpets and tiles.

Rooms: Dining-room, kitchen, three bedrooms, bathroom, toilet and living-room.

Outbuildings: Garage. *Boundary*: Fenced.

Improvements: Fencing, gates and stone paved stoep.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 8 Park Street, Kempton Park, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 31st day of October 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Ref. Mr Steyn/870.)

Case 20569/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **WDM Investments (Pty) Ltd**, 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 11 October 1994, will be sold in execution on Thursday, 8 December 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, in front of the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 767, Brixton Township, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 121 High Street, Brixton, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, double storey, shops and flats, attached.

Walls: Brick walls.

Roof: Corrugated iron.

Floor: Fitted carpets and tiles.

Six units: Bachelor, bedroom, bathroom, shower, toilet and balcony.

Four units: Lounge, kitchen, bedroom, bathroom, shower, toilet and balcony.

Outbuildings: Servant and three toilets.

Boundary: Brick walls.

Improvements: Walls and paving.

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, 131 Marshall Street, 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 31st day of October 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/1134.)

Case 38205/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johnny Gamba** and **Wilhemina Sophia Gamba**, Defendants

In pursuance of a judgment in the Court of the Magistrate, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 4 October 1994, will be sold in execution on Friday, 9 December 1994 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 984, Turffontein Township, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 125 Kennedy Street, Turffontein.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Roof: Corrugated iron, pitched.

Floors: Tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Garage, carport, servant, store and toilet.

Boundary: Fenced and brick walls.

Improvements: Fence, walls, paving and carport.

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

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913.) (Ref. Mr Steyn/485.)

Case 66502/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Andries Tongoane**, First Defendant, and **Fiona Elizabeth Matini**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, 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, 9 December 1994 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg, to the highest bidder:

Erf 6764, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 272 (two hundred and seventy-two) square metres, situated at 6764 Emdeni Extension 2, Soweto, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Roof: Cement tiles, pitched.

Floors: Tiles.

Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: Fence and paving.

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, Second Floor, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913.) (Ref. Mr Steyn/584.)

Case 22330/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Valentine Dalton Clayton**, First Defendant, and **Valentine Benitha**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 14 October 1994, will be sold in execution on Thursday, 8 December 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 281, Rewlatch Extension 4 Township, Registration Division IR, Transvaal, in extent 1 086 (one thousand and eighty-six) square metres, situated at 43 East Street, Rewlatch, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. *Walls:* Brick painted. *Roof:* Tile. *Floor:* Fitted carpets. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, two bathroom, shower and three toilets. *Outbuildings:* Single garage, single servant, store, toilet and shower. *Boundary:* Brick walls. *Improvements:* Pool, paving and 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 Sheriff's Office, Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 2nd day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 29-3921/2/3.) (Ref. Mr Steyn.) (Docex: Dx.571.)

Case 12598/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Pillay Thavadasan**, First Defendant, and **Pillay Pushparani**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 23 September 1994, will be sold in execution of Friday, 9 December 1994 at 10:00, in front of the offices of the Sheriff of Westonaria, 50 Edwards Avenue, Westonaria, to the highest bidder:

Remaining extent of Erf 3165, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 374 (three hundred and seventy-four) square metres, situated at 3165 Maganese Crescent, Lenasia South Extension 7, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. *Walls:* Bricks, stock and plastered. *Roof:* Tile. *Floor:* Power floated concrete. *Rooms:* Lounge, dining, kitchen, three bedrooms, bathrooms, shower and two toilets. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Fencing and paving.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Westonaria, 50 Edwards Avenue, Westonaria, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 2nd day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 29-3921/2/3.) (Ref. Mr Steyn/1060.) (Docex: Dx.571.)

Case 12671/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Chipi Petrus Meko**, Defendant

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

Certain Erf 882F, situated in the Residential Area of Soshanguve, Registration Division JR, Transvaal, situated at Site 882, Block F, Soshanguve.

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

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

Dated at Pretoria on this the 2nd day of November 1994.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. Docex 70. [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. PPM/jm/L6638.)

Case 11950/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **P. H. Monkge**, Defendant

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

Certain Erf 578, Block GG, situated in the Residential Area of Soshanguve, Registration Division JR, Transvaal, situated at Site 578, Block GG, Soshanguve.

Improvements (not guaranteed): Lounge, dining-room, kitchen, two bedrooms and bathroom.

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

Dated at Pretoria on this the 2nd day of November 1994.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. Docex 70. [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. PPM/jm/L6625.)

Case 11364/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **P. T. Mokoatedi**, Defendant

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

Certain Erf 19788, situated in the Residential Area of Mamelodi, Registration Division JR, Transvaal, situated at Site 19788, Mamelodi.

Improvements (not guaranteed): Lounge, dining-room, kitchen, three bedrooms and bathroom.

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

Dated at Pretoria on this the 2nd day of November 1994.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. Docex 70. [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. PPM/jm/L6616.)

Case 10208/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mampuru Harry Nkogoatau**, Defendant

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

Certain Erf 1576, Block BB, situated in the Residential Area of Soshanguve, Registration Division JR, Transvaal, situated at Site 1576, Block BB, Soshanguve.

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

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

Dated at Pretoria on this the 3rd day of November 1994.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0001; P.O. Box 77463/77464, Mamelodi West, 0101. Docex 70. [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. PPM/jm/L6587.)

Saak 6608/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Eerste Nasionale Bank van SA Bpk**, handeldrywende as Wesbank. Vonniskskuldeiser, en, **Z. J. du Plessis**, Vonniskskuldenaar

Kennis geskied hiermee dat na aanleiding van 'n vonnis deur bostaande Agbare Hof toegestaan en ingevolge 'n lasbrief vir eksekusie gedateer 19 November 1993, die onderstaande eiendom in eksekusie verkoop sal word aan die hoogste bieder op 9 Desember 1994 om 11:00, ten kantore van die Baljuverkoopperseel, Prince Georgelaan 439, Brakpan.

Erf 1000, Brakpan-Noord-uitbreiding 3, groot 804 m², geleë te Victorlaan 17, Brakpan-Noord-uitbreiding 3, Brakpan, bestaande uit:

Hoofgebou: Sitkamer, woonkamer, eetkamer drie slaapkamers (hoof plus twee), twee badkamers en toilet en Zozohut.

Buitegeboue: Dubbelmotorhuis en betonomheining.

Gebouekonstruksie: Mure gepleister en teëldak.

Vernaamste verkoopvoorwaardes:

1. Die eiendom word voetstoots per openbare veiling verkoop en niks word gewaarborg nie.
2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie, betaalbaar op die dag van verkoping. Die saldo, tesame met rente teen die heersende bankrentekoers bereken vanaf die dag van verkoping tot die datum van finale betaling, albei datums ingesluit, sal betaal of verseker word by wyse van 'n goedgekeurde bankwaarborg binne 21 (een-en-twintig) dae na die datum van die verkoping.
3. Die koper is aanspreeklik vir die betaling van alle bedrae nodig om transport te neem, insluitende hereregte, belastinge, sanitêre fooie, rente, verkoopkommissie en 'n sertifikaat van nakoming uitgereik ingevolge regulasie 3 van die Elektriese Installasieregulasie uitgevaardig kragtens die Masjinerie en Beroepsveiligheidswet No. 6 van 1983, en gepubliseer in die *Staatskoerant* per Kennisgewing No. R2920 van 23 Oktober 1992.
4. Die eiendom word verkoop onderhewig aan enige bestaande huurkontrak.
5. Die verkoopvoorwaardes lê ter insae by die kantore van die Balju van die Landdroshof te Prince Georgelaan 439, Brakpan.
6. Indien die koper die verkoopvoorwaardes verbreek, sal hy die deposito in paragraaf 2 hierbo na verwys verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van die Eksekusieskuldeiser se regte om verdere eise vir skadevergoeding teen die koper in te stel.
7. Hierdie verkoping is onderhewig aan die bepalings van die Landdroshofwet, in besonder artikel 66 (2) van genoemde Wet.

Gedateer te Brakpan op hierdie 2de dag van November 1994.

A. G. Smuts, vir A. G. Smuts & Reid, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Voortrekkerweg 631A, Posbus 743, Brakpan. (Tel. 740-1530/2.) (Verw. mn. Smuts/gb/WB152.)

Saak 526/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, handeldrywende as Wesbank, Vonnisskuldeiser, en **A. A. Gaffoor**, Vonnisskuldenaar

Kennis geskied hiermee dat na aanleiding van 'n vonnis deur bostaande Agbare Hof toegestaan en ingevolge 'n lasbrief vir eksekusie gedateer 28 Maart 1994, die onderstaande eiendom in eksekusie verkoop sal word aan die hoogste bieder op 9 Desember 1994 om 11:00, ten kantore van die Balju verkoopperseel, Prince Georgelaan 439, Brakpan:

Erf 113, Geluksdal, groot 313 m², geleë te Rhumanellarylaan 113, Geluksdal, Brakpan.

Bestaande uit: *Hoofgebou:* Sitkamer, slaapkamer—hoof plus een, badkamer en kombuis. *Buitegebou:* Omheining—draad. *Gebouekonstruksie:* Mure—bakstene/pleister en dak—sink.

Vernaamste verkoopvoorwaardes:

1. Die eiendom word voetstoots per openbare veiling verkoop en niks word gewaarborg nie.
2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie, betaalbaar op die dag van verkoping. Die saldo, tesame met rente teen die heersende bankrentekoers bereken vanaf die dag van verkoping tot die datum van finale betaling, albei datums ingesluit, sal betaal of verseker word by wyse van 'n goedgekeurde bankwaarborg binne 21 (een-en-twintig) dae na die datum van die verkoping.
3. Die koper is aanspreeklik vir die betaling van alle bedrae nodig om transport te neem, insluitende hereregte, belastinge, sanitêre fooie, rente, verkoopkommissie en 'n sertifikaat van nakoming uitgereik ingevolge regulasie 3 van die Elektriese Installasieregulasie uitgevaardig kragtens die Masjinerie en Beroepsveiligheidswet, No. 6 van 1983, en gepubliseer in die *Staatskoerant* per Kennisgewing No. R. 2920 van 23 Oktober 1992.
4. Die eiendom word verkoop onderhewig van enige bestaande huurkontrak.
5. Die verkoopvoorwaardes lê ter insae by die kantore van die Balju van die Landdroshof te Prince Georgelaan 439, Brakpan.
6. Indien die koper die verkoopvoorwaardes verbreek, sal hy die deposito in paragraaf 2 hierbo na verwys verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van die Eksekusieskuldeiser se regte om verdere eise vir sakevergoeding teen die koper in te stel.
7. Hierdie verkoping is onderhewig aan die bepalings van die Landdroshofwet, in besonder artikel 66 (2) van genoemde Wet.

Gedateer te Brakpan op hierdie 2de dag van November 1994.

A. G. Smuts, vir A. G. Smuts & Reid, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Voortrekkerweg 631A, Posbus 743, Brakpan. (Tel. 740-1530/2.) (Verw. mn. Smuts/gb/WB160.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Henry Robert Steel**, Defendant

Kindly take notice that pursuant to a judgment granted on 26 May 1994 and warrant of execution dated 16 June 1994, the following property will be sold in execution on 14 December 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Holding 77, Van Ryn Small Holding Extension, Registration Division IR, Transvaal.

Improvements: Single storey, brick under metal, lounge, dining-room, two bedrooms, kitchen, bathroom, w.c., enclosed porch, three garages and three carports.

Known as Plot 77, Van Ryn Small Holdings Extension 12, Third Avenue, Cloverdene, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, Benoni.

Dated at Benoni on the 9th day of November 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/N1239.)

Case 3238/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mac Stephen Coetzer**, Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 14 July 1994, the following property will be sold in execution by the Deputy of the Court, Krugersdorp, 7 December 1994 at 10:00, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

All the Defendant's right, title and interest in and to Site 3315, Noordheuwel Extension 4 Township, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold T46837/1992, measuring 951 (nine five one) square metres, held by Defendant under Title Deed T46837/1992.

The property consists of lounge, two bathrooms, three bedrooms, passage, kitchen, carport, precast fencing and tile roof, although no guarantee in connection with this is given.

Material conditions of sale: 10% (ten per cent) of the purchase price and auctioneer's charges in cash on the day of the sale and the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the deputy of the Court, within 21 days from the date of sale. The conditions of sale are open for inspection at the offices of the Deputy of the Court, Klaburn Court, 22B Ockerse Street, Krugersdorp.

Dated at Witpoortjie this 19th day of October 1994.

Heystek Kruger & Smit, 14 Ontdekkers Road, Witpoortjie. (Tel. 955-1135.) (Ref. Mr Kruger/jdp/50214.)

Case 20014/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Maqubela, Nonkululeko Felicia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 9 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria:

Erf 848, Westonaria Township, Registration Division IQ, Transvaal, situated at 52 Briggs Avenue, Westonaria, measuring 2032 (two thousand and thirty-two) square metres, held under Deed of Transfer T44982/93.

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

Brick dwelling-house with a tiled roof consisting of kitchen, entrance hall, lounge, dining-room, three bedrooms and a bathroom.

Outbuildings: Garage, two carports and servants' quarters.

Zoning: Residential.

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

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

Date: 28 October 1994.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6M650.)

Case 14588/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mavrodaris, Nicos**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Midrand, at the offices of the Sheriff at Unit 2 Northview, 45 Richard Drive, Halfway House on Wednesday, 7 December 1994 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Midrand at Unit 2 Northview, 45 Richard Drive, Halfway House, Midrand:

Holding 38, Modderfontein Agricultural Holdings, Registration Division IR, Transvaal, situated at 38 Second Avenue, Linbro Park, measuring 1,6187 (one comma six one eight seven) hectares held under Deed of Transfer T19337/90.

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

Main building: Double storey brick dwelling house with a tiled roof consisting of kitchen, scullery, entrance hall, lounge, family room, dining-room, study, five bedrooms, four bathrooms, sewing-room and playroom/bar.

Outbuildings: Three garages, three servants' rooms, store-room and swimming-pool.

Zoning: Agricultural holdings.

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

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

Date: 28 October 1994.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6M658.)

Case 1243/91

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 **Maria Margaret Nkosi**, First Defendant, **Letitia Ntombizodwa Nkosi**, Second Defendant, and **Ngu Joseph Mkhize**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 23 June 1994, the property listed hereunder will be sold in execution, on Wednesday, 14 December 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 4167, Daveyton Township, Registration Division IR, Transvaal, measuring 323 (three hundred and twenty three) square metres, known as 4167 Ntunzi Street, Daveyton, Benoni.

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

Main building: Bricks under asbestos residence comprising bedroom, w.c., kitchen and lounge. Fencing: Wire. Zoned: Residential.

The material conditions of public auction:

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

4. The purchaser will pay interest at 20,75% (twenty comma seven five per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.

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

6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.

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

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

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

Saak 4029/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Antonie Wilhelm Mostert**, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Tzaneen, te Landdroskantore, Morganstraat, Tzaneen, op 9 Desember 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Tzaneen, Tweede Verdieping, Rentmeestergebou, Danie Joubertstraat, Tzaneen, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 31 van die plaas Lushof 540, Registrasieafdeling LT, Transvaal, groot 11,5205 (elf komma vyf twee nyl vyf) hektaar, gehou kragtens Akte van Transport T64888/88.

Hierdie eiendom is geleë te Row Erf 31, Lushof A/H.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, opwasplek, spens, vyf slaapkamers, twee badkamers en stort.

Konstruksie: Mure — baksteen, vloere — keramiek/hof, plafon — TRG komp, dak — metaal.

Buitegeboue: Twee store, twee motorhuise en toilet.

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

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 7de dag van November 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1203.)

Saak 5599/94

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

In die saak tussen **Akasia Stadsraad**, Eiser, en **Pieter John Vermeulen**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 18 Augustus 1994, sal die hierondervermelde eiendom geregtelik verkoop word op 9 Desember 1994 om 11:00, te die kantore van die Balju vir die distrik Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad) net noord van Sasko Meule, aan wie die hoogste aanbod maak:

Erf 430, Theresapark-uitbreiding 1 (Barbarastraat 921, Theresapark-uitbreiding 1), groot 1 000 vierkante meter, gehou kragtens Akte van Transport T46586/1984.

Die volgende verbeterings is op die eiendom aangebring: Onverbeterde eiendom.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word lê ter insae te die kantoor van die Balju, Wonderboom, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

(b) Die koper moet ook alle agterstallige bedrae aan die Stadsraad van Akasia ten opsigte van onder andere erfbelasting betaal.

(c) Die koper moet afslaersgelde van 5% (vyf persent) op die eerste R20 000 en dan 3% (drie persent) op die res van die koopprys tot 'n maksimum van R60 000 en 'n minimum van R200 van die totale koopprys op die dag van die verkoping betaal.

Geteken te Pretoria op hede die 8ste dag van November 1994.

W. J. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Ben Viljoenstraat 299, Pretoria-Noord. (Tel. 55-4137/8/9.) (Verw. mev. Gough 74/803/1.)

Saak 2285/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Claude Neon Beperk**, Eiser, en **J. T. de Franca**, Verweerder

Ingevolge vonnis in die Landdroshof, Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping gedateer 3 Mei 1994, sal die ondervermelde eiendom op 9 Desember 1994 om 10:00, voor die Balju Kantoor, Edwardslaan 50, Westonaria, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3342, Westonaria-uitbreiding 8, Registrasieafdeling IQ, Transvaal, grootte 893 (agthonderd drie-en-negentig) vierkante meter, gehou kragtens Transportakte T30129/87.

Verbeterings: Drie slaapkamers, kombuis, snoekerkamer, sitkamer, eetkamer, TV-kamer, studeerkamer, wasgoedkamer, gaste toilet, twee badkamers (hoofslaapkamer: hoekbad, toilet, stort en twee wasbakke) (tweede badkamer: bad, aparte toilet, stort en wasbak), kroeg, kroegtoonbank en wasbak, tennisbaan (halwe grootte), drie balkonne, bediendekamer, twee motorhuise (apart), stoorkamer langs motorhuis, stoorkamer agter in erf, braaiplek en lapa (ten opsigte waarvan egter geen waarborg hoegenaamd gegee word nie).

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 Landdroshowe en die titelakte in so ver dit toepaslik is.

2. Die koopprys sal betaalbaar wees teen 10% (tien per sentum) 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 15,5% (vyftien komma vyf persent) per jaar tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde bank- of bouvereniging waarborg 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. APW/SA/W03479/C1034.)

Case 23735/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abraham Monyeki**, First Defendant, and **Paulina Monyeki**, Second 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 9 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 22285, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 318 square metres, held under Deed of Transfer TL77302/92, known as 22285 Nsikiti Street, Mamelodi Extension 4.

Improvements: Two bedrooms, kitchen, lounge, dining-room and one and a half bathrooms.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1182.)

Case 5107/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sabelo Maurice Ndlovu**, Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, No. 2 North View, 45 Richards Drive, Halfway House, on Wednesday, 7 December 1994 at 14:30:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 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: Erf 845, Noordwyk, Extension 3 Township, Registration Division JR, Transvaal, measuring 950 square metres, held under Deed of Transfer T46526/93, known as 845 Protea Drive, Noordwyk Extension 3.

Improvements: Two bedrooms, kitchen, lounge, one and a half bathrooms and dining-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1348.)

Case 2820/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **George Jacobus Vorster**, First Defendant, and **Jacomina Jacoba Vorster**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 5 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 December 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 5669, Northmead Extension 4 Township, situated on 86 Gousblom Street, in the Township of Northmead Extension 4, District of Benoni, measuring 995 (nine hundred and ninety-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with w.c., double garage, servant's room with w.c., laundry, swimming-pool and a double carport.

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

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

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

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. [Ref. Mrs Teixeira/U00176 (UB176).] (Tel. 917-4631.)

Case 253/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Eva Esther Kekana**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 February 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 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 719, Mabuya Park Township, situated on 719 Mpela Street, Mabuya Park, Vosloorus, in the Township of Mabuya Park, Vosloorus, District of Boksburg, measuring 273 (two hundred and seventy-three) square metres.

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

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00080/Mrs Teixeira.)

Case 8120/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Kendall Gene Bok**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 August 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 office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 23, Delmore Park Township, situated on 4 Plint Street, Delmore Park, in the Township of Delmore Park, District of Boksburg, measuring 850 (eight 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 a lounge, dining-room, kitchen, three bedrooms and a bathroom with w.c.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00248/Mrs Teixeira.)

Case 6034/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Stella Greenwell**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 21 September 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 December 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 9, Lakefield Township, situated on 31 Lakefield Avenue, in the Township of Lakefield, District of Benoni, measuring 3 581 (three thousand five hundred and eighty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, dining-room, family room, bar room, three bedrooms, dressing-room, bathroom with w.c., bathroom with a shower and w.c., kitchen, study, double garage, two servants' rooms, laundry and swimming-pool.

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00219 (UB219).]

Case 4332/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Hermanus Johannes Joubert**, First Defendant, and **Karin Brenda Joubert**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 12 July 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 December 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 2418, Benoni Township, situated on 32 Second Avenue, in the Township of Benoni, District of Benoni, measuring 1 190 (one thousand one hundred and ninety) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, laundry and study.

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00175 (A175).]

Case 17879/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van der Westhuizen: Nico**, First Defendant, and **Van der Westhuizen: Beverley**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan at 439 Prince George Avenue, Brakpan, on 9 December 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 741, Dalpark Extension 1 Township, Registration Division IR, Transvaal, situated at 108 Anker Road, Dalpark Extension 1, Brakpan, measuring 1 104 (one thousand one hundred and four) square metres.

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00227 (UB227).]

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van der Wath: Jacobus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan at 439 Prince George Avenue, Brakpan, on 9 December 1994 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 10, Sunair Park Township, Registration Division IR, Transvaal, situated at 20 Andries Street, Sunair Park, Brakpan, measuring 992 (nine hundred and ninety-two) square metres.

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00064 (UB64).]

Case 24955/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Scheepers: Johan**, First Defendant, and **Scheepers: Xanele**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Springs at 56 12th Street, Springs, on 9 December 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain: Erf 308, Modder East Township, Registration Division IR, Transvaal, being 14 Stormberg Avenue, Eastvale, Springs, measuring 977 (nine hundred and seventy-seven) square metres.

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00319 (A319).]

Case 19022/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nell: John Brenand**, First Defendant, and **Gomes: Conceicao Goncalves Passos**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan at 439 Prince George Avenue, Brakpan, on 9 December 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Erf 1092, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated at 9 Namaqua Avenue, Leachville Extension 1, Brakpan, measuring 955 (nine hundred and fifty-five) square metres.

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF6321 (AB921).]

Case 17674/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Wolf: Johann**, First Defendant, **Wolf: Gertruida Magdalena Cornelia**, Second Defendant, and **Wolf: Reinhardt**, Third Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at offices of the Deputy Sheriff, Brakpan at 439 Prince George Avenue, Brakpan, on 9 December 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain: Holding 139, The Rand Collieries Small Holdings, Registration Division IR, Transvaal, situated at 139 Van Dyk Street, Rand Collieries Small Holdings, Brakpan, measuring 1,7131 (one comma seven one three one) hectares.

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, three bedrooms, kitchen, two bathrooms, triple garage and granny flat consisting of bedroom, kitchen, toilet and security.

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 8th day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0247 (AU247).]

Case 2507/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Smit, Jozua Petrus Celliers**, First Defendant, and **Smit, Antoinette**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff Brakpan, at 439 Prince George Avenue, Brakpan, on 9 December 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 231, Minnebron Township, Registration Division IR, Transvaal, situated at 4 George Troskie Street, Minnebron, Brakpan, measuring 677 (six hundred and seventy-seven) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 8th day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00090 (UB90).]

Case 15513/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Matabane, Joseph Jowi**, Defendant

In execution of 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, Springs, at 56 12th Street, Springs, on 9 December 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Erf 14414, kwaThema Extension 2 Township, Registration Division IR, Transvaal, being 14414 kwaThema, Extension 2, Springs, measuring 264 (two hundred and sixty-four) square metres.

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

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

Dated at Johannesburg on this 8th day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00195 (A195).]

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Southern Life Association Limited**, Plaintiff, and **Gaba, Shadrack**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Johannesburg. The property is described as follows:

Section 17, as shown and more fully described on Sectional Plan SS174/1984, in the building or buildings, known as Churchill situated at Johannesburg Township, Registration Division IR, Transvaal, situated at 2 Ockerse Street, Hillbrow, Johannesburg, measuring 95 square metres in extent, held under Certificate of Registered Sectional Title ST174/1984, and the undivided share in the common property in the land and building or buildings as shown and more fully described on the aforesaid sectional plan.

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

Auctioneer's charges payable to the Sheriff 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). Plus 14% (fourteen per cent) VAT.

Dated at Johannesburg this 31st day of October 1994.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor, Sanlamsentrum, 206/214 Jeppe Street; P.O. Box 3370, Johannesburg, 2000/2001. [Tel. (011) 337-2100.] (Ref. Mr L. G. Mazwai.)

Saak 3222/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank), Eiser, en **Johannes Albertus Jacobs**, Eerste Verweerder, en **Christina Elizabeth Jacobs**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof Evander, en lasbrief vir eksekusie gedateer 1 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Desember 1994 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, televisiekamer, vier slaapkamers, twee badkamers, drie toilette, kombuis en drie motorhuise.

Eiendom: Gedeelte 11 van Erf 372, Trichard-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 542 (eenduisend vyfhonderd twee-en-veertig) vierkante meter, gehou kragtens Akte van Transport T20509/87, geleë te Bekkerstraat 51, Trichard.

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 4 November 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eiser se Prokureurs, Eerste Verdieping, Unitedgebou; Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.838.)

Saak 1200/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 18 Mei 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder op 9 Desember 1994 om 11:00:

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

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.
2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping woonhuis met drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis en TV-kamer met buitegeboue.

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

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

Geteken te Pretoria op hierdie 8ste dag van November 1994.

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

Saak 1613/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie) (voorheen United Bouvereniging), Eksekusieskuldeiser, en **Stephen Nkosi**, Eksekusieskuldenaar

Ten uitvoering van 'n uitspraak van bogemelde Hof en 'n lasbrief tot uitwinning gedateer 6 Oktober 1994, sal die ondergemelde goedere op Vrydag, 9 Desember 1994 om 11:00, by die Landdroskantoor, Kamer 83, Bethal, aan die hoogste bieder verkoop word:

Alle reg, titel en belang in die huurpag ten opsigte van Gedeelte 59 van Erf 2142, in die dorp Emzinoni, Registrasieafdeling IS, Transvaal, groot 225 (tweehonderd vyf-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL57921/90.

Geteken te Bethal op hierdie 3de dag van November 1994.

E. van der Walt, vir Cohen, Pretorius, Cronje & Van der Walt, Eiser se Prokureurs, Feldcogebou, Clercqstraat, Posbus 63, Bethal. (Verw. L0335.)

Saak 2033/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Jan Stephanus Muller**, Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 8 November 1993, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 2 Desember 1994 om 10:00, by die Landdroskantoor, geleë te die hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieder, naamlik:

Erf 2077, geleë in die dorp Piet Potgietersrust-uitbreiding 9, Registrasieafdeling KS, Transvaal, groot 1 360 (een drie ses nul) vierkante meter, gehou kragtens Transportakte T90933/92.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Tinstraat 12, Potgietersrus, gebou van steen onder teëldak en bestaande uit sitkamer, eetkamer, drie slaapkamers waarvan een met badkamer en spoellatrine, badkamer, spoellatrine, kombuis, motorhuis, swembad, waskamer en braaiarea. Twee sye omhein met steenmure.

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

Aldus gedoen en geteken te Potgietersrus op die 4de dag van November 1994.

J. F. Winnertz, vir Borman Snyman en Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus, 0600. (Verw. mnr. Winnertz/LR/EA.9091.)

Saak 4836/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Nedcor Bank Beperk** (Reg. No. 51/00009/06), handeldrywend as Nedbank, Eiser, en **A. J. Pretorius**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 9 September 1994, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 2 Desember 1994 om 10:00, te Goetzstraat 5, Potchefstroom, aan die hoogste bieder geregtelik verkoop sal word, naamlik:

Resterende gedeelte van Gedeelte 4 van Erf 148, Potchefstroom-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 584 (eenduisend vyfhonderd vier-en-tagtig) vierkante meter, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju te Wolmaransstraat 86, Potchefstroom, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van die koopsom is betaalbaar by ondetekening van die voorwaardes van verkoop.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat voor aanvang van die veiling aangekondig sal word.

Gedateer te Potchefstroom op hede die 4de dag van November 1994.

P. C. Viviers, vir Gaisfords, Eiser se Prokureurs, Octrongebou, Eerste Verdieping, Lombardstraat 62, Posbus 71, Potchefstroom, 2520. [Tel. (0148) 297-5201/2/3.] (Verw. EE/NB262.)

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **ABSA Bank Bepark**, Vonnisskuldeiser, en **Francois Rudolph Roux**, Eerste Vonnisskuldenaar, en **Mona Roux**, Tweede Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 19 September 1994, in die Brits Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 9 Desember 1994 om 09:00, te voor die Landdroshof, Van Veldenstraat, Brits, aan die hoogste bieder:

Sekere: Erf 150, geleë in die dorp Brits, Registrasieafdeling JQ, Transvaal, groot agthonderd twee-en-dertig (832) vierkante meter; gehou kragtens Akte van Transport TT1320/94, geleë te Rutgersweg 43, Brits.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit:

Beskrywing: Grootte 832 vierkante meter.

Hoofgebou: 'n Woonhuis met drie slaapkamers eetkamer, sitkamer, waskombuis, twee badkamers en kombuis (104 vierkante meter groot).

Buitegeboue: 'n Dubbelmotorhuis (46 vierkante meter groot). 'n Woonstel met slaapkamer, badkamer en sitkamer (30 vierkante meter groot).

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Theogebou, Kantore 4, 5 en 6 Murraylaan 42, Brits.

Gedateer te Brits op hede 28 Oktober 1994.

J. C. Janse van Rensburg, vir Langenhoven & Van Rensburg Inc., Pienaarstraat 59, Brits, 0250; Posbus 1, Brits, 0250. [Tel. (01211) 20-413/24061.]

NOTICE OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park on Thursday, 8 December 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: 11859/94.

Judgment Debtor/s: **Shigubu Thomas Maswanganyi.**

Property: Right of leasehold over Erf 897, Tembisa Extension 4 Township, Registration Division IR, Transvaal, situated at Erf 897, Tembisa Extension 4.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference MM0707.

Case Number: 11858/94.

Judgment Debtor/s: **Siphiwe Moses Sigasa.**

Property: Right of leasehold over Erf 337, Emoyeni Township, Registration Division IR, Transvaal, situated at Erf 337, Emoyeni, Tembisa.

Improvements: Detached single storey brick built residence under iron roof comprising four rooms other than kitchen and bathroom.

Reference: MS0115.

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.

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

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **Simon Dinizwa Mnisi**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 28 Augustus 1992 uitgereik deur die Hof, te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieder op 8 Desember 1994 om 10:00:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 500, Tsepo, Registrasieafdeling IR, Transvaal, groot 247 (twee honderd sewe-en-veertig) vierkante meter, bekend as 500 Tsepoafdeling, Tembisa.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, insover dit van toepassing mag wees.

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

Woonhuis: Eetkamer, twee slaapkamers, kombuis, badkamer en toilet.

Ander: Alles onder 'n sinkdak.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centraallaan 20, Privaatsak 53, Kempton Park, 1620. (Ref. Mr McKenzie/zk/DB/U894.)

Saak 6379/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Maria Paula dos Santos Almas Moreira**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof te Randburg en 'n lasbrief vir eksekusie teen goed gedateer 21 Julie 1994, sal die volgende eiendom in eksekusie verkoop word deur die Balju, Sandton, voor die Landdroshof, Jan Smutsrylaan, Randburg, op 8 Desember 1994 om 10:00, aan die hoogste bieder:

Eenheid 7, Bridgewater, geleë te Gedeelte 3 van Erf 223, distrik Sandton, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST62/1983(7)(Unit), bekend as Bridgewater 1, 11de Laan, Rivonia.

'n Dupieks meenthuis bestaande uit drie slaapkamers, sit-/eetkamer, gang, trappe, kombuis, twee badkamers, aparte toilet en wasbak, aantrekkamer, stoorvertrek onder die trappe en gemeenskaplike swembad in kompleks, groot 145 vierkante meter.

Terme: Die eiendom word voetstoots verkoop en (10%) tien persent van die koopprys in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne veertien (14) dae na verkoping. Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju, Sandton, Momentum Flourgebou, Graystonweg 100, hoek van Rivoniaweg, Sandton, ondersoek word.

Gedateer te Florida hierdie 9de dag van November 1994.

Scholtz & Botha, p.a. Botes & Raubenheimer, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Midrand Village, ou Pretoriaweg, Halfweghuis, p.a. Docex, Eerste Verdieping, Metrosentrum, Hendrik Verwoerdrylaan, Randburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/VB/CT0293.)

Saak 4307/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Allied Bouvereniging Beperk**, Eiser, en **Manfred Mohr**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word op die perseel van die eiendom wat verkoop word naamlik: Hoewe 43, Diswilmar-landbouhoewes, Krugersdorp, op 7 Desember 1994 om 12:00, van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantoor van Westvaal Afslaers, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Krugersdorp, voor die verkoping ter insae sal lê:

Hoewe 43, Diswilmar-landbouhoewes, Krugersdorp, groot 4,2827 (vier komma twee agt twee sewe) hektaar.

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

Verbeterings: Sitkamer, twee badkamers, drie slaapkamers, gang, kombuis, swembad, bediendekamer en drie stoor-kamers.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word. Indien 'n afslaer in diens geneem is soos in reël 43 (9) bepaal, kommissie in die bedrag van 5% (vyf persent) op die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200.

Gedateer te Krugersdorp op hede die 9de dag van November 1994.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. V.d. Merwe/cb/B10336/CA0017.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mzibuko Pule Jacob**, First Defendant, and **Errens Jeannet**,
Second 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 26 October 1994, will be sold in execution on Thursday, 8 December 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, in front of the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 6387, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, in extent 325 (three hundred and twenty-five) square metres, situated at 6387, Ennerdale Extension 8, 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. *Floor:* Cement finish. *Rooms:* Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on 8 November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Ref. Mr Steyn/1143.) (Docex. DX.571.)

Case 20662/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kotroi Vincent Mokoalaba**, First Defendant and **Sarah Evelyn Mokoalaba**, Second Defendant

Notice is hereby given that on 2 December 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: Erf 11528, kwaThema, Registration Division IR, Transvaal, situated at 11528 (Interland Houses), kwaThema, Springs.

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 comprised of garage.

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref: Mrs L. Pinheiro/H01620.)

Case 11206/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molebatsi Billy Raseroka**, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 29 August 1994, the property listed hereunder will be sold in execution on Wednesday, 14 December 1994 at 11:00, in the front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 3072, Wattville Township, measuring 314 (three hundred and fourteen) square metres, known as 3072 Tame Crescent, Wattville, Benoni.

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

Main building: Bricks under tiles residence comprising three bedrooms, bathroom, kitchen and lounge. *Outbuildings:* Garage. *Fencing:* Wire.

Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per 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 20% (twenty per centum) per annum of all Preferent Creditor's claims which will include the Execution Creditor's claim.
5. Failing compliance with the condition of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 7th day of November 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 16248/92
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 **Kgope, Marks Marcus**, 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 9 December 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Lot 18146, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 18146 Vosloorus Extension 25, Boksburg, measuring 260 (two hundred and sixty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom 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 7th day of November 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/K103.)

Case 11044/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Sheldon, Bernard Lysander**, First Defendant, and **Sheldon, Juliana Mercy**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 1596, in the Township of Ennerdale Extension 1, Registration Division IQ, Transvaal, in extent 889 (eight hundred and eighty-nine) square metres, situated at 6 Vulcan Street, Ennerdale Extension 1.

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

Flatlet consisting of lounge, bedroom and half bathroom. *Outbuildings:* Brick boundary walls, paving, patio and swimming-pool.

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 this 8th day of November 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6584.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 21824/92
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 **Burgers, Vincent Eric**, First Defendant, and **Burgers, Elizabeth Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 8 December 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 Avenue, Vereeniging:

Erf 5291, Ennerdale Extension 12 Township, Registration Division IQ, Transvaal, measuring 325 m², held by the Defendants under Deed of Transfer, being 5291 Mica Street, Ennerdale Extension 12, Odin Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 12th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53142/Mr McCallum/Ms Isola/cvdm.)

Case 8468/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **K. M. E. Moepshe**, First Defendant, and **S. D. Dhladhla**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Boksburg in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, at 182 Leeupoort Street, Boksburg, on Friday, 2 December 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 Magistrate's Court, Boksburg, at 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 810, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 313 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL47193/89, being 810 Vosloorus Extension 2, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom/w.c., lounge and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 25th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1599/Mr Preiss/kw.)

Case 2697/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Enock Mandhla Zwane**, First Defendant, and **Tshuana Onica Zwane**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Boksburg, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, at 182 Leeupoort Street, Boksburg, on Friday, 2 December 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 Magistrate's Court, Boksburg, at 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 16539, Vosloorus Extension 26 Township, Registration Division IR, Transvaal, measuring 353 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL26220/90, being 16539 Vosloorus Extension 26, 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 and separate 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 25th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1631/Mr Preiss/kw.)

Case 30592/93
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 **Van Niekerk, Hester Susanna**, Defendant

In execution of 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 13 of Erf 76, Klipriviersdorp Township, Registration Division IQ, Transvaal, measuring 1 124 m², held by the Defendant under Deed of Transfer T53192/1983, being 96 Danie Bezuidenhout Street, Kookrus, Meyerton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, four bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 1st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78727/FCLS/mr Brewer/djl).

Case 20253/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Montinte Moses Royi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Friday, 9 December 1994 at 12:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 1026, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 375 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL10071/1989, being 1026 Jouberton Extension 6.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bathrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 1st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76686/FCLS/Mr Brewer/djl.)

Case 18839/94
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 **Nel, Cornelius Johannes**, First Defendant, and **Nel, Charlene Ann**, 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 192, Peacehaven Township, Registration Division IR, Transvaal, measuring 1 041 m², held by the Defendants under Deed of Transfer T87765/1992, being 27 Jansen Street, Peacehaven.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c., kitchen, garage and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 1st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99618/FCLS/Mr. Brewer/djl.)

Case 21597/93
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 **Mavuso, Desmond Mfolomane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 7 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 10380, Kagiso Extension 2 Township, Registration Division IQ, Transvaal, measuring 400 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL16529/1988, being 10380, Kagiso Extension 2.

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

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 1st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74468/FCLS/Mr. Brewer/djl.)

Case 8019/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Willem Schalk Jakobus de Meyer**, First Defendant, and **Magrietha Jacoba de Meyer**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of the Sheriff for the Supreme Court, 33 Kruger Street, Wolmaransstad, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Wolmaransstad, at 33 Kruger Street, Wolmaransstad:

Erf 81, Wolmaransstad Township, Registration Division HO, Transvaal, measuring 2 855 m², held by the Defendants under Deed of Transfer T43309/1987, being 29 Brand Street, Wolmaransstad.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, working room, three bedrooms, two bathrooms/w.c., kitchen and double garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable 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 2nd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96226/FCLS/Mr. Brewer/djl.)

Case 16238/94
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 **Mulovhedzi, Mukungo Francis**, First Defendant, and **Mulovhedzi, Thandi Rosemary**, 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 22B Ockerse Street, Krugersdorp, on Wednesday, 7 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 3509, Kagiso Township, Registration Division IQ, Transvaal, measuring 273 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL18478/1987, being 3509 Kagiso.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 2nd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98891/FCLS/Mr Brewer/djl.)

Case 16247/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Swart, Chris 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 by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 8 October 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 1067, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 375 m², held by the Defendant under Deed of Transfer T38018/1992, being 1067 Sweetbay Crecent, Zakariyya Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 31st day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98808/FCLS/Mr Brewer/djl.)

Case 8774/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nelson Thembekile Mpahlwana**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the entrance of the Magistrate's Court, Fochville, on Friday, 9 December 1994 at 11:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 3043, Wedela Township, Registration Division IQ, Transvaal, measuring 329 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL21933/1991, being 3043 Wedela.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 31st day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. X9685/FCLS/Mr Brewer/djl.)

Case 2328/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Du Toit, Abraham Petrus Christoffel**, First Defendant, and **Du Toit, Cornelia 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 3 January 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which 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 123, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 000 m², held by the Defendants under Deed of Transfer T23282/75, being 12 Geelhout Street, Brackendowns.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, kitchen, pantry, laundry, four bedrooms, bathroom/w.c./shower, bathroom/w.c. and servant's room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 2nd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78967/Mr McCallum/Ms Isola/plr.)

Case 1632/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nkomo, Nomsombuluko Paulina**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 15 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 534, Senoane Township, Registration Division IQ, Transvaal, measuring 258 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL29066/1987, being 534 Umgeni Road, Senoane, Chiawelo, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 2nd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63255/Mr McCallum/Ms Isola/plr.)

Case 01869/94
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 **Molobi, Thabo Joseph**, First Defendant, and **Jamnda, Selloane Dorothea**, 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 Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 69, Magaliessig Extension 5 Township, Registration Division IQ, Transvaal, measuring 1 706 m², held by the Defendants under Deed of Transfer T968/93, being 21 Glenian Road, Magaliessig Extension 5, Sandton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, family room, dining-room, three bedrooms, bathroom/w.c., bathroom/w.c./shower, kitchen and single garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 2nd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91278/Mr McCallum/Ms Isola/cvdn.)

Case 5966/94
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 **Bester, Cornelius Jacobus**, First Defendant, and **Van der Merwe, Helena Wilhelmina**, 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which 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 67, Unigray Township, Registration Division IR, Transvaal, measuring 660 m², held by the Defendants under Deed of Transfer T18453/1987, being 4 Sultan Street, Unigray, Rosettenville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, three bedrooms, bathroom, separate w.c., kitchen, breakfast nook and servant's rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 2nd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92826/Mr McCallum/Ms Isola/cvdn.)

Case 6317/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sape, Morutlulu David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 7 December 1994 at 14:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House.

Erf 103, Eastbank, Alexandra, Registration Division IR, Transvaal, measuring 195 m², held by the Defendant under Deed of Transfer T50535/1989, being 103 Hawk Crescent, Alexandra Eastbank, Midrand.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65493/Mr McCallum/Ms Isola/ab.)

Saak 7679/94

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 **Albert Heiberg**, Eerste Eksekusieskuldenaar, en **Magdalena Gertrude Heiberg**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 364, Norkempark-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T85299/93, grootte 1 004 (eenduisend-en-vier) vierkante meter, ook bekend as Dries Niemandstraat 24, Norkempark.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, twee toilette, twee badkamers en sitkamer, alles onder teëldak, motorhuis en motoroprit. 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 7de dag van November 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/AB1289.)

Saak 6327/94

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 **Maruma Mack Mothapo**, Eerste Eksekusieskuldenaar, en **Daphne Ruth Mothapo**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 818, Clayville-uitbreiding 9-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T82292/92, grootte 1 294 (eenduisend tweehonderd vier-en-negentig) vierkante meter, ook bekend as Thomasstraat 45, Clayville-uitbreiding 9.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, twee toilette, twee badkamers en sitkamer, alles onder teëldak, 2 motorhuise en motoroprit. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 7de dag van November 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/AB1193.)

Saak 9521/94

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 **Gideon Johannes Pieter van Heerden**, Eerste Eksekusieskuldenaar, en **Elizabeth Delores van Heerden**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Sekere Erf 929, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T74460/91, grootte 1 002 (eenduisend-en-twee) vierkante meter, ook bekend as Venterstraat 77, Kempton Park-uitbreiding 2.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, badkamer, drie slaapkamers, twee toilette, motorhuis, motoroprit en alles onder 'n geriffelde sinkdak. Die eiendom is omhein met beton- en steenmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1369.)

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 **Aubrey Stewart**, Eerste Eksekusieskuldenaar, en **Celeste Stewart**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Gedeelte 56, soos meer breedvoerig beskryf word op Deeltitel Plan SS125/81, in die skema bekend as Jean Gardens, geleë te Erf 2393, Kempton Park-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte ST8119/94, grootte 75 (vyf-en-sewentig) vierkante meter, ook bekend as Woonstel H6, Jean Gardens, Kempton Park-uitbreiding 8.

Beskrywing: Eenheid bestaande uit sitkamer, eetkamer, kombuis, twee badkamers, twee slaapkamers, twee toilette en motorafdek. Alles onder 'n sinkdak en 'n gemeenskaplike swembad. Die kompleks is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November/Oktobre 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 7853/94

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 **Lenard Nicko Pitzar**, Eerste Eksekusieskuldenaar, en **Letitia Pitzar**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Gedeelte 33, soos meer breedvoerig beskryf word op Deeltitel Plan SS649/93, in die skema bekend as Laurahof, geleë te Erf 1014, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte ST98659/93, grootte 61 (een-en-sestig) vierkante meter, ook bekend as Woonstel 34, Laurahof, Pongola Rivierweg, Kempton Park-uitbreiding 2.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, twee slaapkamers, toilet, badkamer, alles onder 'n teëldak, motorhuis en motoroprit. Die kompleks is omhein met steenmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1270.)

Saak 8637/94

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 **Rolf Gerd Magg**, Eerste Eksekusieskuldenaar, en **Vanora Jean van Straten**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Gedeelte 32 van Erf 977, Terenure-uitbreiding 16-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T25141/93, grootte 586 (vyfhonderd ses-en-tagtig) vierkante meter, ook bekend as Tiltyard Gardenstraat 15, Terenure-uitbreiding 16.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, badkamer, drie slaapkamers, toilet, motoroprit en motorafdak. Alles onder teëldak. Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1264.)

Saak 11193/94

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 **Ursula Dell**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Gedeelte 8, soos meer breedvoerig beskryf word op Deeltitel Plan SS169/84, in die skema bekend as Birch Manor, geleë te Erf 456, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte ST94906/93, grootte 122 (eenhonderd twee-en-twintig) vierkante meter, ook bekend as Eenheid 8, Birch Manor, Kempton Park-Noord-uitbreiding 3.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, drie slaapkamers, toilet, badkamer, eetkamer, alles onder teëldak, motorhuis en motoroprit. Die kompleks is omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1336.)

Saak 6845/89

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 **Jackson Aaron Banda**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Erf 103, afdeling Ibazelo, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte TL46259/88, grootte 310 (driehonderd en tien) vierkante meter, ook bekend as 103 Ibazelo afdeling, Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, toilet en badkamer. Alles onder teëldak.

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 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB189.)

Saak 8975/94

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 **Johanes Christiaan Lodewyk Botha**, Eerste Eksekusieskuldenaar, en **Corrie Aletta Botha**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Gedeelte 8, soos meer breedvoerig beskryf word op Deeltitel Plan SS433/91, in die skema bekend as Sunrise Mews, geleë te Erf 1322, Birchleigh-Noord-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte ST19185/94, grootte 91 (een-en-negentig) vierkante meter, ook bekend as Eenheid 8, Sunrise Mews, Heloisestraat, Birchleigh-Noord-uitbreiding 1.

Beskrywing: Eenheid bestaande uit sitkamer, kombuis, drie slaapkamers, toilet, badkamer, eetkamer, alles onder 'n teëldak, motorhuis en motoroprit. Die kompleks is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1322.)

Saak 11192/94

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 **Gert Cornelius Botes**, Eerste Eksekusieskuldenaar, en **Francina Wilhelmina Botes**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Erf 1089, Birchleigh-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T16444/94, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Springbokstraat 27, Birchleigh-uitbreiding 1.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, toilet, badkamer, eetkamer, alles onder sinkdak, motoroprit, motorafdak en swembad.

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 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1314.)

Saak 6684/94

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 **Jakobus Frederik Frey**, Eerste Eksekusieskuldenaar, en **Amelinda Frey**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Erf 264, Clayville-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T88481/93, grootte 1 076 (eenduisend ses-en-sewentig) vierkante meter, ook bekend as Annweg 30, Clayville, Kempton Park.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, toilet, badkamer en kroeg. Alles onder teëldak. Motorhuis, motoroprit en motorafdak. Die eiendom is omhein met betonmure en draadheining.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1205.)

Saak 6546/94

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 **Michael Keith Gloyne**, Eerste Eksekusieskuldenaar, en **Carol Teresa Gloyne**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Erf 2272, Birch Acres-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T84394/91, grootte 1 199 (eenduisend eenhonderd nege-en-negentig) vierkante meter, ook bekend as Klopoppiestraat 1, Birch Acres-uitbreiding 5.

Beskrywing: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee toilette en twee badkamers, alles onder teëldak. Twee motorhuise en motoroprit. Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1199.)

Saak 13743/92

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 **Modise Mathews Dhludhlu**, Eerste Eksekusieskuldenaar, en **Ditshego Grace Dhludhlu**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Erf 697, afdeling Tsenolong, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte TL56017/92, grootte 267 (tweehonderd sewe-en-sestig) vierkante meter, ook bekend as 697 Tsenolong afdeling, Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, twee slaapkamers, toilet en badkamer. Alles onder teëldak.

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 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB989.)

Saak 7844/94

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 **Beltzaser Johannes de Wet Minne**, Eerste Eksekusieskuldenaar, en **Catharina Petronella Minne**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 ernommer: Erf 232, Nimrodpark-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte T81129/93, grootte 1 492 (eenduisend vierhonderd twee-en-negentig) vierkante meter, ook bekend as Van Riebeeckstraat 131, Nimrodpark.

Beskrywing: Woning bestaande uit eetkamer, kombuis, vier slaapkamers, toilet, twee badkamers, studeerkamer, sitkamer, alles onder teëldak. Twee motorhuise, motoroprit, buitekamer en swembad. Die eiendom is aan drie kante 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 1ste dag van November/Oktobre 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1267.)

Saak 10703/93

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

Allied Bank, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Francois Hugo Barnard**, Eerste Eksekusieskuldenaar, en **Louisa Elizabeth Barnard**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 2925, Birch Acres-uitbreiding 17-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titellakte T72431/90, grootte 1 068 (een duisend agt-en-sestig) vierkante meter, ook bekend as 40 Watertrapperstraat, Birch Acres-uitbreiding 17.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, toilet en badkamer. Alles onder 'n teëldak. 'n Motoroprit en 'n motorafdak.

Die eiendom is omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November 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/AB1042.)

Saak 7143/94

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

Allied Bank, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Johannes Albertus Botes**, Eerste Eksekusieskuldenaar, en **Engela Christina Catharina Neethling**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 1006, Bonaeropark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titellakte T40196/93, grootte 991 (nege honderd een-en-negentig) vierkante meter, ook bekend as 12 Eldoradostraat, Bonaeropark-uitbreiding 1.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, twee toilette, twee badkamers, sitkamer en familie-TV kamer. Alles onder 'n teëldak. Drie motorafdakke en 'n motoroprit.

Die eiendom is gedeeltelik omhein.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 1ste dag van November 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/AB1279.)

Saak 5640/94

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

Allied Bank, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Basil Garth Bigge**, Eerste Eksekusieskuldenaar, en **Rita Ann Bigge**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 1027, Glenmarais-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titellakte T69953/93, grootte 999 (nege honderd nege-en-engentig) vierkante meter, ook bekend as 241 Monumentweg, Glen Marais-uitbreiding 1.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, twee toilette, twee badkamers en eetkamer. Alles onder 'n teëldak. Motorhuis.

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 1ste dag van November 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/AB1162.)

Saak 14305/92

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 **Alina Mabaso**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 118, Teanong-afdeling, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte TL61785/87, grootte 254 (tweehonderd vier-en-vyftig) vierkante meter, ook bekend as 118 Teanong, Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, twee slaapkamers, toilet, badkamer en alles onder 'n teëldak.

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 1ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB992.)

Saak 1366/92

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 **Khulekani Dalton Buthelezi**, Eerste Eksekusieskuldenaar, en **Rosie Buthelezi**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 186, Teanong-afdeling, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte T80341/91, grootte 255 (tweehonderd vyf-en-vyftig) vierkante meter, ook bekend as 186 Teanong-afdeling, Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, toilet, badkamer en 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 1ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB802.)

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 **Neill Eric Ryle**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 8 Desember 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 Gedeelte 18, soos meer breedvoerig beskryf word op deeltitel Plan S110/87, in die skema bekend as Edzeen Villa, geleë te Erf 460, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte ST61312/93, grootte 44 (vier-en-veertig) vierkante meter, ook bekend as Woonstel 19, Edzeen Villa, Kempton Park-uitbreiding 2.

Beskrywing: Eenheid bestaande uit sitkamer, eetkamer, kombuis, badkamer, twee slaapkamers, toilet en 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 1ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1364.)

Case 8804/94

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Richard Schoeman**, First Execution Debtor, and **Mrs Liizl Cecilia Schoeman**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 21 September 1994, the following property will be sold in execution on 6 January 1995 at 10:00, at the office of the Sheriff for Roodepoort, 182 Progress Avenue, Technicon, Roodepoort, the following property:

Erf 1301, Discovery Extension 6 Township, Registration Division IQ, Transvaal, held under Deed of Transfer T1189/1994, also known as 65 Celeste Crescent, Discovery, Roodepoort.

Tjaart Andries Erasmus, for Oosthuizen & Erasmus, 5 Goldman Street, Florida. (Tel. 674-1320.) (Ref. Erasmus/1035.)

Saak 1236/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as United Bank, Eiser, en **Temba Piet Mndebele**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Bethal, gedateer 19 September 1994, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof, sal die ondervermelde vaste eiendom op Vrydag, 2 Desember 1994 om 11:00, voor die Landdroskantoor te Bethal, deur die Balju van die Landdroshof, Bethal, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Die reg tot huurpag in Erf 2929, in die dorp Emzinoni, Registrasieafdeling IT, Transvaal, groot 208 (tweehonderd en agt) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL48550/89.

Die eiendom is verbeter.

Woonhuis bestaan uit drie slaapkamers, sitkamer, eetkamers, kombuis, badkamer en toilet.

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

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

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

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

Geteken te Ermelo hierdie 4de dag van November 1994.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. Papenfus/eb SOPM 022.)

Case 20285/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In die matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Norbastan Investments (Pty) Limited**, First Defendant, and **Kimber, Guy Christopher**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale with a reserve price of R258 206,73 (two hundred and fifty-eight thousand two hundred and six rand and seventy-three cents) will be held at the offices of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, on Friday, 9 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Sheriff, Sandton, prior to the sale:

Erf 35, Parkmore (Johannesburg) Township, Registration Division IR, Transvaal, being 48 15th Street, Parkmore, measuring 1 650 (one thousand six hundred and fifty) square metres, held under Bon B118419/1992.

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

A dwelling under a tiled roof, comprising lounge, family room, dining-room, four bedrooms, two bathrooms, kitchen and scullery/laundry, together with outbuildings including servants' quarters and a double garage and a swimming-pool.

Terms: Ten per centum (10%) of the purchase price in cash on the day of sale, the balance 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 the sale, to be calculated as follows:

5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) thereafter, subject to a maximum of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand) on the day of the sale, and in addition transfer dues, any arrear levies, cost of transfer and arrear rates and taxes and other charges necessary to effect transfer upon request by the attorney for the Plaintiff.

Schwarz-North Inc., Plaintiff's Attorneys, 28th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 2507, Johannesburg, 2001. (Tel. 833-7222.) (Ref. H. P. North/LM.)

Case 20713/94

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

In the matter between **Allied Bank** (a division of ABSA Bank Limited), Plaintiff, and **Reed Leon Christo**, 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, at 10:00, on Tuesday, 6 December 1994, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, of the Supreme Court, prior to the sale:

Certain: Unit Comprising Section 17, and its undivided share in the common property in the Villa Augustino Title Scheme, area 126 (one hundred and twenty-six) square metres, situation Flat 17, Villa Augustino, 2 Angostina Street, Verwoerdpark Extension 3.

Improvements (not guaranteed): A flat consisting of entrance hall, three bedrooms, two bathrooms, lounge, dining-room, kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank 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 the sale and calculated at 5% (five per centum) on the proceeds of the sale to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100.

Dated at Johannesburg on November 1994.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Ref. R. L. Mogotsi/cm/A-19.) (Fax. 838-1556)

Case 13940/93

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

In the matter between **ABSA Bank Beperk** (trading as Trust Bank) Execution Creditor, and **Geoffrey James Pratt**, First Execution Debtor, and **Beverley Gail Pratt**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 26 November 1993, the following property will be sold in execution by Libra Auctioneers CC, on Wednesday, 7 December 1994, at 11:00, and from the premises of the said immovable property, namely:

Portion 83, of Erf 19G, Klippoortjie, Agricultural Lots Township, Registration Division IR, Transvaal, measuring 1 164 (one thousand one hundred sixty-four) square metres, held under Deed of Transfer T9608/1987 and also known as 9 Kwikkie Place, Klippoortjie, Germiston.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, the conditions of the title deed insofar as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling with tile roof consisting of: entrance-hall, lounge, dining-room, family room, kitchen, laundry, three bedrooms, bathroom with w.c., shower with w.c.;

Outbuildings: Flat consisting of: lounge, kitchen, bedroom, bathroom with w.c. double garage;

Sundries: Swimming-pool, garden-walls.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 16% (sixteen per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Germiston South, Du Pisante Building, 74 Joubert Street, Germiston. [Tel. (012) 873-4142/43].

Dated at Germiston on 7 November 1994.

L. Steenkamp, for Steenkamp, Theart & Du plessis, Mey Execution Creditor's Attorneys, Fourth Floor, Turst Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 8219/E Schoeman.)

Case 3731/94

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

In the matter between **ABSA Bank Ltd** (trading as Trust Bank), Execution Creditor, and **Motheuse Ishmael Ndlovu**, First Execution Debtor, **Sibongile Nina Ndlovu**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 5 August 1994, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Alberton, on Wednesday, 7 December 1994 at 10:00, at Johriahof, 4 Du Plessis Street, Florentia, to the highest bidder, namely:

All right, title and interest in the leasehold in respect of Erf 3283, Moleleki Extension 1 Township, Registration Division IR, Transvaal, measuring 285 (two hundred and eighty-five) square metres, held under Certificate of Registered Grant of Leasehold TL5288/1991.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, the conditions of the title deed insofar as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Dwelling consisting of, lounge, kitchen, two bedrooms, bathroom.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 15,25% (fifteen comma two five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, at Johria Court, 4 Du Plessis Street, Florentia, Alberton. [Tel. (011) 869-7138/9].

Dated at Germiston on this the 8th day of November 1994.

L. Steenkamp, for Steenkamp, Theart & Du Plessis, Mey Execution Creditor's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 9750/E Schoeman.)

Case 34580/93 PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Burford, Ian Edward**, Defendant

In execution of 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, 8 December 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 0049, Percelia Estate Township, Registration Division IR, Transvaal, measuring 1 685 m², held by the Defendant under Deed of Transfer T6784/80, being 7 Julia Street, Percelia Estate.

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

The dwelling consists of entrance hall, lounge, dining-room, four bedrooms, kitchen, two bathrooms/w.c., two garages, three carports, servant's room, w.c. and shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 27th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79470/Mr McCallum/Ms Isola/hs.)

Case 10751/94
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 **Pearce, Nordean**, First Defendant, and **Pearce, Justin James Charles**, 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 Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 870, Fourways Extension 10 Township, Registration Division IR, Transvaal, measuring 1 200 m², held by the Defendants under Deed of Transfer T50642/1989, being 25 Wild Pear Crescent, Fourways Extension 10.

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

The dwelling consists of lounge, dining-room, study, two bathrooms/w.c., two bedrooms, kitchen, scullery and double garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 28th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91587/Mr McCallum/Ms Isola/hs.)

Case 8776/94

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

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

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the entrance of the Magistrate's Court, Fochville, on Friday, 9 December 1994 at 10:45, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 1440, Wedela Township, Registration Division IQ, Transvaal, measuring 300 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL15232/1990, being 130 Bumela Street, Wedela.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 27th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96593/FCLS/Mr Brewer/djl.)

Case 24191/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bushell, Ramsay**, First Defendant, and **Bushell, Amanda**, 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, 8 December 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 382, Pageview Township, Registration Division IR, Transvaal, measuring 248 m², held by the Defendants under Deed of Transfer T50335/89, being 27 23rd Street, Pageview, 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/w.c., separate w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 28th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0671/Mr McCallum/Ms Isola/hs.)

Case 06939/92

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tshabalala, Fanyane Lancelot**, First Defendant, and **Rapola, Zacharia**, 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 65, as shown and more fully described on Sectional Plan SS12/1986 in the building or buildings known as Quartz Plaza, situated in the Township of Johannesburg and undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 94 m², held by the Defendants under Certificate of Registered Sectional Title ST12/1987 (645) (unit), being Unit 65, Quart Plaza, 8 Quart Street, Hillbrow, Johannesburg.

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

The dwelling consists of lounge/dining-room, two bedrooms, kitchen, bathroom/w.c. outside toilet and laundry.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 27th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z44807/Mr McCallum/Ms Isola/hs.)

Case 15049/94

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 **Cau, Antonio Franco**, Defendant

In execution of 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, 8 December 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 50 Bruma Township, Registration Division IR, Transvaal, measuring 1 030 m², held by the Defendant under Deed of Transfer T11102/1988, being 136 Beryl Street, Bruma.

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

The dwelling consists of entrance hall, lounge, dining-room, study, family room, kitchen, bathroom/w.c., bathroom/shower/w.c., four bedrooms, two garages, servant's room, outside w.c. and shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 27th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98453/McCallum/Ms Isola/hs.)

Case 13831/94
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 **Byrne, Richard**, First Defendant, and **Byrne, Marion Bell**, 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 138 Malvern Township, Registration Division IR, Transvaal, measuring 419 m², held by the Defendants under Deed of Transfer T61885/1992, being 2 and 2A Seventh Street, Malvern.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, kitchen, bathroom/w.c., separate w.c., carport, 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 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 27th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97584/Mr McCallum/Ms Isola/hs.)

Case 11395/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Magdalena Christina Steenkamp**, First Defendant, and **Johan Dawid Gerhardus Steenkamp**, Second Defendant:

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 43 Rembrandt Avenue, Somerset West, on Wednesday, 7 December 1994 at 11:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Strand/Somerset West at Boland Bank Building, Main Road, Strand:

Erf 9028, Somerset West in the Municipality of Somerset West, Division of Stellenbosch, measuring 1 237 m², held by the Defendants under Deed of Transfer T71819/1989, being 43 Rembrandt Avenue, Somerset West.

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

The dwelling consists of vacant stand.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 31st day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98032/FCLS/Mr Brewer/djl.)

Case 5695/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Matshediso David Dikoko**, First Defendant, and **Mpaxi Gloria Dikoko**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 14 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Stand 220 Extension 6, Jouberton Township, Registration Division IP, Transvaal, measuring 383 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL79046/89, being Stand 220 Extension 6, Jouberton, Klerksdorp.

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

The dwelling consists of three bedrooms, bathroom, 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 2nd day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94423/FCLS/Mr Brewer/lp.)

Case 05373/94

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 **Fistic Holdings (Pty) Limited**, First Defendant, and **De Villiers, Jacob Justus**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the undermentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 8 December 1994 at 10:00, of the undermentioned immovable properties of the undermentioned 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.

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).

1. **Property:** Section 2, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 117 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (2) (Unit), being Unit 2, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

2. *Property:* Section 6, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 121 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (6) (Unit), being Unit 6, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

3. *Property:* Section 7, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 108 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (7) (Unit), being Unit 7, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

4. *Property:* Section 8, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 105 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (8) (Unit), being Unit 8, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

5. *Property:* Section 10, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 121 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (10) (Unit), being Unit 10, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

6. *Property:* Section 11, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 108 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (11) (Unit), being Unit 11, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

7. *Property:* Section 12, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 105 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (12) (Unit), being Unit 12, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

8. *Property:* Section 14, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 121 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (14) (Unit), being Unit 14, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Bedroom, bathroom, kitchen, lounge and dining-room.

9. *Property:* Section 16, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 105 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (16) (Unit), being Unit 16, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

10. *Property:* Section 17, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 79 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (17) (Unit), being Unit 17, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Bedroom, bathroom, kitchen, lounge and dining-room.

11. *Property:* Section 18, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 121 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (18) (Unit), being Unit 18, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

12. *Property:* Section 20, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 105 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (20) (Unit), being Unit 20, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

13. *Property:* Section 23, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 108 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (23) (Unit), being Unit 23, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

14. *Property:* Section 24, as shown and more fully described on Sectional Plan SS58/1984 in the building or buildings known as Lorina Court, situated at 4942 Johannesburg Township, Registration Division IR, Transvaal, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 105 m², held by the Defendants under Certificate of Registered Sectional Title ST58/1984 (24) (Unit), being Unit 24, Lorina Court, 89 Quartz Street, Hillbrow, Johannesburg.

Description: Two bedrooms, bathroom, kitchen, lounge and dining-room.

Dated and Johannesburg on this 31st day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)
(Ref. Z91556/Mr McCallum/Ms Isola/CVD:4.)

Case 11224/94

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

In the matter between **First National Bank of S A Limited**, Plaintiff, and **Marius Lottering**, First Defendant, and **Rika Lottering**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 30 September 1994, the following property will be sold in execution on Monday, 5 December 1994 at 10:00, at the Sheriff's Office, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder, viz:

Portion 31. (a portion of Portion 9) of Erf 82, Klippoortje Agricultural Lots Township, Registration Division IR, Transvaal, measuring 909 (nine hundred and nine) square metres, under tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, garage, carport, playroom and servants' quarters with toilet.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance together with the interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Germiston, immediately prior to the sale may be inspected at his offices at Du Pisanie Building, Joubert Street, Germiston.

Dated at Germiston on this the 9th day of November 1994.

A. L. Freedman, for M. Levine & Freedman, Plaintiff's Attorneys, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/30451 (G).]

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

In the matter between **Lambton Investments CC**, Plaintiff, and **F. van der Linde**, Defendant

On 8 December 1994 at 10:00, a public auction sale will be held at the Sheriff's Office, 8 Park Street, Kempton Park, at which the Sheriff of the Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Unit 8, Birch Villa, Kempton Park Township, measuring 108 (one hundred and eight) square metres, also known as 8 Birch Villa, Adeloord, Birch Acres, Kempton Park.

Improvements reported (which are not warranted to be correct and are not guaranteed): Lounge/dining-room, three bedrooms, two bathrooms, kitchen and garage (hereinafter referred to as the property).

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944 (as amended), regarding the bondholders, being the Standard Bank of SA Ltd and other preferent creditors subject to payment to the Local Authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per centum) of the purchase price or R500 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

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

Dated at Germiston on this 8th day of November 1994.

Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CR.)

Case 1346/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Prettyboy John Ekstein**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution dated 20 September 1994, the property listed hereunder will be sold in execution on 9 December 1994 at 10:00, at the Sheriff's Office, 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 1451, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 378 (three hundred and seventy-eight) square metres, Title Deed T27042/1990, situated at 1451 Menhaden Place, Lawley Extension 1, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storied dwelling, plastered walls, tiled roof, fitted carpets, lounge, dining-room, kitchen, three bedrooms, bathroom and fenced boundary.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, 50 Edwards Avenue, Westonaria. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this 28th day of October 1994.

S. W. Kruger, for Truter, Crous, Wiggill & Vos, Truvos Building, Briggs Street 88, P.O. Box 134, Westonaria. (Tel. 753-1188.) (Ref. SWK/MR/W04685/N17.94.)

Case 7380/93

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

In the matter between **Peter Arthur Dykes**, Plaintiff, and **Lianne Henshall**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Randburg, District of Randburg, and writ of execution, the property listed hereunder which was attached on 4 October 1994, will be sold in execution on Thursday, 8 December 1994 at 10:00, at the steps in front of the Court-house, Magistrate's Court, corner of Jan Smuts and Selkirk Avenues, Randburg, to the highest bidder:

Certain undivided half share of Portion 31 (a portion of Portion 12) of the farm Witpoort 406, Registration Division JR, Transvaal, measuring 9,1023 hectares, situated at Plot 31, Sunvalley, Midrand.

The following improvements are reported to be on the property but nothing is guaranteed: Double storey brick dwelling with expensive finishes under tiles consisting of lounge, dining-room, kitchen, pantry, four bedrooms, three and a half bathrooms, shower and three toilets, floor coverings-tiles/wooden T and G, jacuzzi, pergola paved terrace and swimming-pool, usual out-buildings-staff quarters and covered carport, fenced boundary.

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, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Randburg on this the 27th day of October 1994.

Dykes, Daly, Plaintiff's Attorneys, 25 Kerk Avenue, corner of Hill Street, Randburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/H1110.)

Case 24758/94
PH 630IN 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
Almoguera, Francisco, Defendant

In execution of 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, 8 December 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:

(1) A unit consisting of:

(a) Section 39, as shown and more fully described on Sectional Plan SS57/1981 in the scheme known as Algrave in respect of the land and building or buildings situated at Johannesburg Township, Johannesburg, Local Authority of which the floor area, according to the said sectional plan is 83 (eighty-three) square metres in extent, being Unit 39, Flat 703 Algarve, Jagger Street, Hillbrow; 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.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms, bathroom, toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale the balance payable against registration of transfer, to be secured by a bank, 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 19th 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. Z01176/Mr Georgiades/md.) (PH630/DX 589 Jhb.)

Case 21510/94
PH 630IN 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
Knaupp, Kenneth George, Defendant

In execution of 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, 8 December 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 South, at 100 Sheffield Street, Turfontein:

Erf 255, Linmeyer Township, Registration Division IR, Transvaal, measuring 793 m² (seven hundred and ninety-three square metres, held by the Defendant under Deed of Transfer T16959/1991, being 158 Risi Avenue, Linmeyer.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, separate toilet, kitchen, garage, servant's room and other, tiles.

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) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of 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. Z01116/Mr Georgiades/md.) (PH630/DX 589 Jhb.)

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 **Cortayne 235 CC**, First Defendant, and **Van Zyl, Ilse Irmgard**, 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, 8 December 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 South, at 100 Sheffield Street, Turffontein:

Erf 1300, Mondeor Township, Registration Division IR, Transvaal, measuring 1 032 m² (one thousand and thirty-two square metres), held by the Defendants under Deed of Transfer T16735/1989, being 235 Cortayne Avenue, Mondeor.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, separate toilet and toilet with shower, kitchen, toilet, garage, servant's room, two carports, toilet, study and sun room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

N. H. Georgiades, for 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. Z01039/Mr Georgiades/md.)

Case 22220/94
PH 630IN 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 **Briscoe, Donald James Bernard**, Defendant

In execution of 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 at 131 Marshall Street, Johannesburg, on Thursday, 8 December 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 West, Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 1374, Northcliff Extension 6 Township, Registration Division IQ, Transvaal, measuring 2 535 m² (two thousand five hundred and thirty-five square metres), held by the Defendant under Deed of Transfer T32507/1986, being 141 Juniper Street, Corriemoor, Northcliff Extension 6.

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 with toilet, bathroom with toilet and shower, kitchen, scullery, two garages, servant's room, bathroom with toilet 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 3rd day of November 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. Z01132/Mr Georgiades/md.)

Case 23153/94
PH 630IN 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
Langa, Simangele Faith, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 13 December 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 21, Sharonlea Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 250 m² (one thousand two hundred and fifty square metres), held by the Defendant under Deed of Transfer T52569/1993, being 49 Jarra Street, Sharonlea Extension 3, Randburg.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom, separate toilet, kitchen, double garage, servant's room, bathroom with toilet and shower, swimming-pool 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 1st day of November 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. Z01152/Mr Georgiades/md.)

Case 7010/93

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Niel Frances Macdonald**, First Defendant, and
Corinne Maria Rose Macdonald, Second Defendant

On Wednesday, 7 December 1994 at 10:00, a public auction will be held at the offices of the Sheriff Magistrate's Court, Alberton, at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff of the Magistrate's Court, Alberton, will pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in the property known as:

Certain: Erf 1902, Mayberry Park Township, Registration Division IR, Transvaal, situated at 96 Besembos Street, Mayberry Park, Alberton, measuring 1 035 (one thousand and thirty-five) square metres, held under Deed of Transfer T6906/1993.

Improvements: Entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, outside toilet, security gates, swimming-pool (which are not warranted or guaranteed).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof, substitution therefore 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 payable in terms of the mortgage bond over the property held by the Plaintiff, which rate was 15,25% (fifteen comma two five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society 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 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 Johannesburg on this the 7th day of November 1994.

Nelson Borman & Partners Inc., Plaintiff's Attorneys, First Floor, Finance House, Ernest Oppenheimer Avenue, Bruma; P.O. Box 61359, Marshalltown, 2107. (Tel. 622-6302/3.) (Fax. 622-6590.) [Ref. JLB/rl/LF547 (Bruma).]

Case 119858/93
PH 3

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

In the matter between **The Body Corporate of Sun Mountain**, Plaintiff, and **P. O. Oosthuizen**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale wof the undermentioned property will be held without 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 13, in the scheme known as Sun Mountain situated at Northcliff Township, Local Authority Johannesburg, measuring 124 (one hundred and twenty-four) square metres, situated at 13 Sun Mountain, corner of Mark and Seattle Avenues, Northcliff, Johannesburg, held by Certificate of Registered Sectional Title ST164/1989.

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 as 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 the sale.

Dated at Johannesburg on this the 2nd day of November 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, P.O. Box 720, Johannesburg. (Tel. 336-2681.) (Ref. Mrs Mengel/N1037/88.)

Case 8033/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Maakhi, A. V. Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 7 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 11791, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 391 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL51339/1988, being 11791 Kagiso Extension 6, Krugersdorp.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92585/FCLS/Mr Brewer/djl.)

Case 14217/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Modan, Suliman Mohamed**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 50 Edwards Avenue, Westonaria, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria:

Erf 1931, Lenasia South Township, Registration Division IQ, Transvaal, measuring 600 square metres, held by the Defendant under Deed of Transfer T8830/1989, being 1931 Petrea Street, Lenasia South, Westonaria.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage and outside w.c.

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

Signed at Johannesburg on the 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97683/FCLS/Mr Brewer/djl.)

Case 22581/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Swanepoel, James Joachemus**,
First Defendant, and **Swanepoel, Johanna Catharina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 7 December 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Remaining extent of Portion 20 (a portion of Portion 2) of the farm Driefontein 179, Registration Division IQ, Transvaal, measuring 8,8425 hectares, held by the Defendants under Deed of Transfer T82635/1988, being 3379 Farm Street, Driefontein.

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

The dwelling consists of:

Main building: Lounge, dining-room, three bedrooms, kitchen, pantry, bathroom/w.c./shower, two cottages consisting of lounge, kitchen, two bedrooms, bathroom/w.c., another two cottages consisting of kitchen, bedroom, bathroom/w.c. and bore-hole.

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).

Signed at Johannesburg on the 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z59649/Mr McCallum/Ms Isola/hs.)

Case 13908/93
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 **Sowden, Ian Colin**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 596, Douglasdale Extension 30 Township, Registration Division IQ, Transvaal, measuring 1 579 square metres, held by the Defendant under Deed of Transfer T31874/1989, being 18 Ronza Road, Douglasdale Extension 30.

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/w.c., kitchen, laundry, pantry, double garage, servant's room and outside w.c.

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

Signed at Johannesburg on the 31st day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 198962/Ms Glyn/hs.)

Case 22324/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gulston, Philip Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Section 45, as shown and more fully described on Sectional Plan SS105/1981 (the sectional plan) in the buildings known as Queen Anne, situated at Johannesburg Township, Local Authority, Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 51 square metres, held by the Defendant under Certificate of Registered Sectional Title ST105/1981 (45) (Unit), being 501 Queen Anne, Unit 45, Bruce Street, Hillbrow.

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

The dwelling consists of lounge, dining-room, kitchen, bedroom, bathroom/w.c. and balcony.

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

Signed at Johannesburg on the 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73669/Mr McCallum/Ms Isola/cvdm.)

Case 3592/94
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 **Shaw, Christopher Gordon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 7 December 1994 at 14:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House:

Portion 1 of Erf 137, President Park Township, Registration Division IR, Transvaal, measuring 8 565 square metres, held by the Defendant under Deed of Transfer T86170/1989, being Portion 1 of 137 Steyn Road, President Road, President Park Agricultural Holdings.

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

The dwelling consists of entrance hall, lounge, family room, dining-room, two bedrooms, bathroom/w.c./shower and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91815/Ms Isola/ab.)

Case 16495/94
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 **Rens, Ronald Arthur**, First Defendant, **Rens, Kevin Mitchell**, Second Defendant, and **Rens, Leigh Harold**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 6 December 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 3585, Randpark Ridge Extension 49 Township, Registration Division IQ, Transvaal, measuring 1 135 square metres, held by the Defendants under Deed of Transfer T12167/1992, being 23 Swart Street, Randpark Ridge Extension 49, Randburg.

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

The dwelling consists of lounge, dining-room, study, three bedrooms, bathroom, bathroom/w.c., kitchen, pantry, double garage, servant's room and shower/w.c.

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

Signed at Johannesburg on the 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98077/Mr McCallum/Ms Isola/ab.)

Case 4756/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Otto, Jacques**, First Defendant, and **Otto, Batia**, 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, 8 December 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:

Portion 15 of Erf 720, Elandspark Township, Registration Division IR, Transvaal, measuring 753 m², held by the Defendants under Deed of Transfer T58473/92, being 5 Haggard Street, Elandspark, 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, kitchen, three bedrooms, two bathrooms/w.c., double garage, servant's room/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 27th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92502/Mr. McCullum/Ms. Isola/ab.)

Case 3252/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dokiswa Sina Seneke**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Magistrate's Court, Pretorius Street, on Friday, 9 December 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, Christiana, at 16 Pretorius Street, Christiana:

The right of leasehold in respect of Erf 1381, Utlwanang Extension 2, Christiana Township, Registration Division HO, Transvaal, measuring 540 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL25293/92, being 1381 Utlwanang, Christiana.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling is a vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92849/FCLS/Mr Brewer/lp.)

Case 18844/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gibi, Butana Amos**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 439 Prince George Avenue, Brakpan, on Friday, 9 December 1994 at 11:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Brakpan, at 439 Prince George Avenue, Brakpan:

The Right of Leasehold in respect of Erf 33429 (Previously Erf 624) Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 294 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL46989/87, being 624 Tsakane Extension 1, Tsakane, Brakpan.

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

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of October 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72514/Mr Preiss/kw.)

Case 01518/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Andrade, Jose Antonio da Silva**, First Defendant, and **Andrade, Maria Isabel de Andrade Texeira**, 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 1681, Malvern Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T38914/1990, being 13 Galteemore Street, Malvern, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/w.c., kitchen and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53772/Mr McCallum/Ms Isola/cvdr.)

Case 04016/94
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 **Arins, Julio Cesar Budal**, Defendant

In execution of 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Section 1 as shown and more fully described on Sectional Plan No. 19/1979 in the building or buildings known as Xanadu and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 90 m², held by the Defendant under Certificate of Registered Sectional Title 19/1979 (1) (Unit), being Unit 1, Flat AG 12, Xanadu, corner of Page and Cavendish, Yeoville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92372/Mr McCallum/Ms Isola/cvdm.)

Case 01823/94
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 **Gowar Geraldine Felecia**, Defendant

In execution of 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, 8 December 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 1795, Malvern Township, Registration Division IR, Transvaal, measuring 461 m², held by the Defendant under Deed of Transfer T10220/1993, being 113 Galteemore Street, Malvern.

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, w.c., three bedrooms, bathroom/w.c., sun room, single garage, servant's room, store-room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 27th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91524/Mr McCallum/Ms Isola/cvdm.)

Case 5493/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mathlole Lucas Manoto**, First Defendant, and **Nxaegane Jemina Manoto**, 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, Fochville, on Friday, 9 December 1994 at 10:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 3581, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 196 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL67457/1990, being 3581 Wedela Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93149/FCLS/Mr Brewer/djl.)

Case 21681/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Willem Gert Erasmus**, First Defendant, and **Sonja Erasmus**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 45 Kielblok Street, La Hoff, on Friday 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 175, La Hoff Township, Registration Division IR, Transvaal, measuring 1 507 m², held by the Defendants under Deed of Transfer T29005/1990, being 45 Kielblok Street, La Hoff.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77442/FCLS/Mr Brewer/djl.)

Case 3546/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lulu Johnson Tonisi**, Defendant

In execution of 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, Fochville, on Friday, 9 December 1994 at 10:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom at 195 Kerk Street, Potchefstroom:

The right of leasehold in respect of Erf 3044, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 258 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL32347/1991, being 3044 Wedela Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93149/FCLS/Mr Brewer/djl.)

Case 17319/94
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 der Berg, Johannes Hendrik**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 9 December 1994 at 14:15, 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, Randfontein, at 40 Park Street, Randfontein:

Erf 2064, Greenhills Extension 5 Township, Registration Division IQ, Transvaal, measuring 1 551 square metres, held by the Defendant under Deed of Transfer T4234/1992, being 21 Arabier Crescent, Greenhills Extension 5, Randfontein.

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

The dwelling consists of 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, 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).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99254/FCLS/Mr Brewer/djl.)

Case 11457/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Vaughn Lawrence Jacobs**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 9 December 1994 at 12:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 195 Kerk Street, Potchefstroom:

Portion 1 of Erf 1008, Potchefstroom Township, Registration Division IQ, Transvaal, measuring 977 square metres, held by the Defendant under Deed of Transfer T55794/1992, being 99 President Street, Potchefstroom.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/shower/w.c., kitchen, separate w.c., 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).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98363/FCLS/Mr Brewer/djl.)

Case 1172/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jozua Francois Smit**, First Defendant, and **Maria Petronella Smit**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court, Pretorius Street, on Friday, on 9 December 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, Christiana, at 16 Pretorius Street, Christiana:

Remaining extent of Erf 101, Christiana Township, Registration Division HO, Transvaal, measuring 1 423 square metres, held by the Defendants under Deed of Transfer T18987/1986, being 15 Golf Street, Christiana.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, scullery, study, double garage, servant's room, store-room, 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).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91258/FCLS/Mr Brewer/djl.)

Case 06938/92
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pauley Leslie Ernest**, First Defendant, and **Pauley Pamela Lorraine**, 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, 8 December 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 492, South Hills Township, Registration Division IR, Transvaal, measuring 536 m², held by the Defendants under Deed of Transfer T5109/89, being 47 Coalbrook Street, South Hills, Johannesburg.

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

The dwelling consists of a lounge, two bedrooms, sunroom, kitchen, bathroom, separate w.c., pantry, servant's room and w.c. and single garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 proceed of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z44731/Mr McCallum/Ms Isola/plr.)

Case 20682/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dlamini Osmond Phuphu**, Defendant

In execution of 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 61, as shown and more fully described on Sectional Plan SS192/1985, in the building or buildings known as Villa D'Este, situated in the Township of Berea, Local Authority Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 73 m², held by the Defendant under Certificate of Registered Sectional Title ST192/1985 (61) (unit), being Flat 100, Villa D'Este, corner of Fife and Prospect Roads, Berea.

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

The dwelling consists of lounge, dining-room, bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 26th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78647/Mr McCallum/Ms Isola/cvdm.)

Case 21577/92

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 **Buthelezi Bheki Robert**, First Defendant, and **Buthelezi Theresa Ntombizodwa**, 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, 8 December 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, Soweto East at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Site 1067, Klipspruit Township, Registration Division IQ, Transvaal, measuring 430 m², held by the Defendants under Deed of Transfer TL37607/1990, being Site 1067, Klipspruit, Johannesburg.

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

The dwelling consists of a lounge, two bedrooms, kitchen and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 26th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z52707/Mr McCullum/Ms Isola/cvdm.)

Case 1329/93

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 **Ackerman, Steven George**, First Defendant, and **Olsen Kathleen**, 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 5 of the farm Green Valley 154 Township, Registration Division IR, Transvaal, measuring 8,5653 hectares, held by the Defendants under Deed of Transfer T20029/1990, being Portion 5 of Plot 154, Green Valley.

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 shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 12th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z56544/Mr McCallum/Ms Isola/cvdm.)

Case 13056/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Wilson Moloto**, First Defendant, and **Hellena Nandobela Moloto**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North-West, at Room 603A, Olivetti House, corner of Schubert and Pretorius Streets, Pretoria, on Thursday, 8 December 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria North-West, at Room 202, Olivetti House, corner of Schubert and Pretorius Streets, Pretoria, and will be read out prior to the sale taking place.

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

Property: Erf 4801, situated in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 298 square metres, also known as 39 Letswalo Street, Atteridgeville.

Improvements: A house: First floor: Three bedrooms, bathroom, kitchen, lounge, dining-room, two store-rooms and garage. Second Floor: Two bottle stores, bar, and ladies and men's toilet.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria, (Tel. 326-2487.) (Ref. Mr Coetzee/eb/X275.)

Case 10819/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Maraja Johannes Sekele**, Defendant

In pursuance of a judgment of the above Honourable Court dated 27 September 1994 the following property will be sold in execution on Wednesday, 14 December 1994 at 10:00, at the office of the Sheriff for Alberton, Johria Court, 4 Du Plessis Street, Florentia, to the highest bidder:

Site 63, Siluma View Township, Registration Division IR, Transvaal, measuring 322 (three hundred and twenty-two) square metres.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Alberton, immediately prior to the sale may be inspected at his offices at Johria Court, 4 Du Plessis Street, Florentia.

Dated at Germiston on this the 2nd day of November 1994.

M. Levine and Freedman, 201-5 United Building, 177 President Street, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/30450 (G).]

Case 2582/92

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

In the matter between **The Allied Bank**, Execution Creditor, and **Mzamani Richard Mbasa**, Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 12 June 1992, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Alberton, on Wednesday, 7 December 1994 at 10:00, at Johria Hof, 4 Du Plessis Street, Florentia, to the highest bidder, namely:

All right, title and interest in the leasehold in respect of Erf 787, Monise Township, Registration Division IR, Transvaal, measuring 228 (two hundred and twenty-eight) square metres, held under Certificate of Registered Grant of Leasehold TL12489/1990.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act, and the rules made thereunder, the conditions of the title deed insofar as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

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

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 10% (ten 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 to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, at Johria Court, 4 Du Plessis Street, Florentia, Alberton. [Tel. (011) 869-7138/9].

Dated at Germiston on this the 8th day of November 1994.

L. Steenkamp, for Steenkamp, Theart & Du Plessis and Mey, Execution Creditor's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 9746/E Schoeman.)

Case 30731/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Netnow, Daniel Martin**, First Defendant, and **Netnow, Theresa Barbara**, 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, Vereeniging, at De klerk Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Portion 70, of Erf 3916, Ennerdale, Extension 5 Township, Registration Division IQ, Transvaal, situation 50 Halite Crescent, Ennerdale, Extension 5, area 606 (six hundred and six) square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or 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.

Dated at Johannesburg on this the 27th day of October 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO30E/mgh/tf.)

Case 22334/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Coopman, Donovan Benjamin William**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 8 December 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 247, Naturena Township, Registration Division IQ, Transvaal, situation 35 Marguerite Crescent, Naturena, Johannesburg, area 835 (eight hundred and thirty-five) square metres.

Improvements (not guaranteed): Four bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, two garages/store-rooms, swimming-pool, under tiled roof, staff quarters with ablutions, property enclosed.

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

Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a minimum fee of R6 000 (six thousand rand) 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. NV180E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthembu: Mlamuli Delani Kuthula**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 8 December 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 399, Bezuidenhout Valley Township, Registration Division IR, Transvaal, situated at 19 8th Avenue, Bezuidenhout Valley, Johannesburg, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, garage, swimming-pool, under tiled roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per 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 3rd day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR372E/mgh/tf.)

Case 25919/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kamffer: Gert Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 8 December 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 299, Judith's Paarl Township, Registration Division IR, Transvaal, situated at 92 Berea Road, Judith's Paarl, Johannesburg, area 447 (four hundred and forty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, under iron roof and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR221E/mgh/tf.)

Case 13678/94

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 **Rose-Mary la Grange**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 13 December 1994 at 10:00, to the highest bidder:

Certain Erf 176, situated in the Township of Mōregloed, Registration Division JR, Transvaal, measuring 1 487 square metres, situated at 1217 Collins Avenue, Mōregloed, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the title deeds act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House: Lounge/dining-room, kitchen, four bedrooms, one and a half bathrooms, two w.c.'s, shower, laundry, front stoep and TV-room. *Outbuildings:* Single garage, servant's room and w.c. *Other improvements:* Swimming-pool, borehole, walls and burglary proof.

3. *Payment:* The purchase price shall be paid to 10% (ten per centum) thereon 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 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this 9th day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M Kirsten/N1178.)

Case 65641/94

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 **Barend Daniel Visagie**, First Defendant, and **Stella Louise Visagie**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, Portion 83, De Onderstepoort, Bon Accord, old Warmbaths Road, on 13 January 1995 at 11:00, to the highest bidder:

Certain Erf 907, situated in the Township of Theresapark Extension 2, Registration Division JR, Transvaal, measuring 986 square metres, situated at 9 Gerbille Street, Theresepark Extension 2.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the title deeds act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House: Lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. and shower. *Outbuildings:* Double carport and w.c. *Other improvements:* Alarm system, courtyard and brick 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 Portion 83, De Onderstepoort, Bon Accord, old Warmbaths Road.

Signed at Pretoria on this 10th day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M Kirsten/N1326.)

Case 66731/94

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 **Thomas Hendrik van der Merwe**, First Defendant, and **Karen van der Merwe**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Portion 83, De Onderstepoort, Bon Accord, old Warmbaths Road, on 13 January 1995 at 11:00, to the highest bidder:

Certain:

(a) Portion 43, as shown and more fully described on Sectional Plan SS3/94 in the scheme known as Ilsepark, in respect of the land and buildings situated in the Orchards Extension 11, Registration Division JR, Transvaal, measuring with a floor area of 57 square metres, situated at Ilseplace 43, Hulton Street 201, The Orchards Extension 11.

(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.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the title deeds act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Simplex: Lounge/dining-room, kitchen, two bedrooms, w.c. and bathroom. *Outbuildings:* Carport. *Common property facilities:* Privaten garden, courtyard and parking.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices, at Portion 83, De Onderstepoort, Bon Accord, old Warmbaths Road.

Signed at Pretoria on this 9th day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M Kirsten/N1331.)

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

In the matter between **The Southern Life Association Limited**, Plaintiff, and **Mbonelwa, Ndlomo Petrose**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit a sale without reserve will be held at the offices of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale which conditions will lie for inspection prior to the sale at the offices of the Sheriff Vereeniging. The property is described as follows:

Erf 63, Steelpark Township, Registration Division IQ, Transvaal, situated at 66 Carbon Street, Steelpark, Vereeniging, measuring 1 002 square metres in extent, held under Deed of Transfer T71517/93.

Dwelling, being a single-storey house consisting of three bedrooms (m.e.s), separate bathroom, lounge, family room/dining-room and kitchen.

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

2. Auctioneer's charges payable to the Sheriff 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). Plus 14% (fourteen per cent) VAT.

Dated at Johannesburg this 4th day of November 1994.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor, Sanlamsentrum, 206/214 Jeppe Street; P.O. Box 3370, Johannesburg, 2000. [Tel. (011) 337-2100.] (Ref. Mr L. G. Mazwai.)

Saak 465/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BAFOKENG GEHOU TE TLHABANE

In die saak tussen **Boderedi Bafokeng**, Eiser, en **Josephine Mokgwatlheng ne Wadjah**, Verweerder

Ten uitvoerlegging van 'n vonnis deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Tlhabane op 9 Desember 1994 om 11:00, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die Balju, Landdroshof, Tlhabane. Die verkoping vind plaas voor die Landdros-kantoor, Tlhabane:

Sekere Erf 3071 Unit 3, Tlhabane, in die voorstad Tlhabane, Registrasieafdeling Verband 2499/1981.

Verbeteringe: Drie slaapkamers, sitkamer, eetkamer, toilet, badkamer, kombuis, teeldak, afdak.

Terme: 10% (tien persent) van die koopprijs en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veiligingsdag, die balans teen opdrag wat verseker moet word deur 'n bank- of bougenootskap-of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns oor die eiendom geregistreer is.

Wessels & Le Roux Ingelyf, Tweede Verdieping, Unitedgebou, Steenstraat 60, Rustenburg. (Verw. EL/NE/B286.)

Case 11239/94
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 **Mbatha, Joseph George**, 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, 9 December 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 20839, Vosloorus Extension 30 Township, Registration Division IR, Transvaal.

Area: 198 (one hundred and ninety-eight) square metres.

Situation: Stand 20839 Vosloorus Extension 30 Township.

Improvements (not guaranteed): A house consisting of two bedrooms, bathroom, 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 2nd day of November 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA182.)

Case 13110/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nokwe, Thenjiwe Marilyn**, 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, 8 December 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 479, Denver Township, Registration Division IR, Transvaal, situation 21 and 21A Berlein Street, Denver, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Two semi detached dwellings each comprising of two bedrooms, bathroom, kitchen, lounge, dining-room, under iron roof, staff quarters with ablutions, property enclosed.

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

Dated at Johannesburg on this the 1st day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR284E/mgh/tf.)

Case 01700/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nassif, Joseph Ronald**, First Defendant, **Nassif, Anthony Victor**, Second Defendant, and **Nassif, Martin Cecil**, Third 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 West, at 131 Marshall Street, Johannesburg, on Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Lot 1, Crown Township, Registration Division IQ, Transvaal, situation 2 Vogt Street, Crown, Johannesburg, area 1 066 (one thousand and sixty-six) square metres.

Improvements (not guaranteed): A commercial property of which ground floor only used, top section incomplete.

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 2nd day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY66E/mgh/tf.)

Case 31791/93
PH158

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

In the matter between **Bank of Lisbon International Limited**, Plaintiff, and **Patoulas, 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 a reserve price will be held by the Sheriff of Germiston, at the offices of Sheriff, Fourth Floor, Standard Towers, President Street, on Thursday, 1 December 1994 at 10:00, of the undermentioned property on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, prior to the sale:

Erf 542, Bedfordview Extension 108 Township, Registration Division IR, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by Deed of Transfer T15914/1988, situated at 33 Sugerbush Road, Morninghill, Bedfordview.

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

Comprising: A residential 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.

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

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 27th day of October 1994.

A. Berlowitz, for Berlowitz, Cross & Associates, Plaintiff's Attorneys, First Floor, UHDE House, 5 St Davids Place, Parktown, Johannesburg; P.O. Box 3130, Johannesburg, 2000. (Tel. 484-7745/9.) (Ref. Mr Berlowitz/mw/947.)

Case 12129/94
PH 222

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **McKie, Alan Leslie**, First Defendant, and **McKie, Wendy Joyce**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 8 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 662, Suideroord Township, Registration Division IR, Transvaal, measuring 1 399 (one thousand three hundred and ninety-nine) square metres, held under Deed of Transfer T29174/1992, and situated at 26 Conroy Street, Suideroord, District of Johannesburg and zoned Residential.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building consisting of lounge, dining-room, study, kitchen, pantry, four bedrooms, two bathrooms, shower, two w.c.'s, entrance hall and family room. Outbuildings consist of double garage, servant's quarter and w.c. Improvements consist of a swimming-pool.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 17,25% (seventeen comma two five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 27th day of October 1994.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg (P.O. Box 4685). (Tel. 333-6114.) (Ref. Mr Johnson/N82721.)

Case 61384/93

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), Plaintiff, and **Prakesh Kistasamy**, First Defendant, and **Maheshveri Tavamanie Kistasamy**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 13 August 1993, the property listed hereunder will be sold in execution on 9 December 1994 at 10:00, at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg:

Certain Erf 7075, Lenasia Extension 7 Township, Registration Division IQ, Transvaal, measuring 1 248 (one thousand two hundred and forty-eight) square metres, held under Deed of Transfer T6593/93, situated at 4 Trout Avenue, Lenasia Extension 7.

Zoned Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building with brick walls, plastered and painted. Consisting of lounge, dining-room, kitchen, pantry, four bedrooms, three bathrooms, two showers, three w.c.'s and two bidets, an entrance hall, family room and scullery. Outbuildings consist of two garages, servant's quarter, store-room, two w.c.'s, bath and shower. Further improvements consist of a filtered swimming-pool and brick paved drive. The boundary is surrounded by a brick wall.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18% (eighteen per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson.)

Case 21230/94

PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Purdon, Barry Thomas**, First Defendant, and **Purdon, Mary Ann Theresa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on 8 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 271, Glenanda Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer T221/1990, and situated at 15 Mostert Street, Glenanda, Johannesburg and zoned Residential.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and plastered with tiled roof. Consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s. The outbuildings consist of two garages, servant's quarter and w.c. Other improvements consist of swimming-pool. The boundary has concrete walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 17,25% (seventeen comma two five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff, Overvaal Building, 28 Kruger Avenue, Vereeniging.

Dated at Johannesburg on this 27th day of October 1994.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg (P.O. Box 4685). (Tel. 333-6114.) (Ref. Mr Johnson/N77439.)

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Motha, Gabangaye Mercus**, First Defendant, and **Motha, Patricia Mmapela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 6398, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, measuring 325 (three hundred and twenty-five) square metres, held under Deed of Transfer T52036/1993, situated at Tridymite Crescent and zoned Residential (hereafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building with brick walls, plastered, painted and tiled roof, consisting of lounge, kitchen, three bedrooms, bathroom and w.c. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff, Overvaal Building, 28 Kruger Avenue, Vereeniging.

Dated at Johannesburg on this 9th day of November 1994.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg, 2000. (Tel. 333-6114.) (Ref. Mr Johnson/N82715.)

Case 597/94
PH 313IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The South African Bank of Athens Limited**, Plaintiff, and **Lynne Anne Travel CC**, First Defendant, **Klugman, Sharon Barbara**, Second Defendant, **Moch, Miriam**, Third Defendant, and **Moch, Lynne Anne**, Fourth Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) dated 23 February 1994, the following immovable property will be sold in execution on Thursday, 8 December 1994 at 10:00, at the premises of the Sheriff of the Court, 131 Marshall Street, Johannesburg, to the highest bidder, viz:

Erf 221, Saxonwold Township, Registration Division IR, Transvaal, in extent 2 023 (two thousand and twenty-three) square metres with a dwelling thereon.

Kindly take notice further that the conditions of sale are available for inspection at the Sheriff's Office, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 26th day of October 1994.

Michael Gaganakis & Associates, Plaintiff's Attorneys, 15th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 6568, Johannesburg. (Tel. 333-7514.) (Ref. M. Gaganakis/DS/B.891.)

Case 9272/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Afonso, Jose Manuel Goncalves**, First Defendant, and **Afonso, Filomena Incendiario**, Second Defendant

A sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 8 December 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, 100 Sheffield Street, Turffontein, Johannesburg:

Erf 104, Rewlatch Township, Registration Division IR, Transvaal, measuring 574 square metres, held by the Defendant under Deed of Transfer T16031/92, being 9 Ansell Street, Rewlatch, Johannesburg.

Improvements described hereunder are not guaranteed: The dwelling consists of an entrance hall, lounge, dining-room, cloak room, three bedrooms, bathroom/w.c., separate w.c., kitchen, pantry, garage 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 27 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 12359/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jedanil Investments CC**, First Defendant, and **Kolbe, Janine Marcell**, 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, 9 December 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Section 18 in the sectional title scheme known as Maletsatsi Edenburg Township, measuring 82 square metres, held by the Defendant under Deed of Transfer ST45353/93, situated at Flat 18, Maletsatsi, North Road, Edenburg.

Improvements described hereunder are not guaranteed: The property consists of an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and shower/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 the 27th day of October 1994.

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 16084/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Huang, Chien-Hwa**, Identity Number 6009175808182, Defendant

In execution of 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, 8 December 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, Johannesburg, at 131 Marshall Street, Johannesburg, prior to the sale:

Erf 322, La Rochelle Township, Registration Division IR, Transvaal, being 12 Seventh Street, La Rochelle, Johannesburg, measuring 495 square metres.

Use zone: Residential 4.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Double-storey dwelling-house consisting of entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms, two kitchens and pantry. Two garages. Two servants' quarters, bathroom 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 30 days from the date of sale.

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

Dated at Johannesburg on the 7th day of November 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 557620.)

Case 27221/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Visser, Philippus Petrus Mattheus**, Identity Number 4903275042001, First Defendant, and **Visser, Johanna Petronella**, Identity Number 4405240032000, 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, 8 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turfontein, prior to the sale:

Erf 381, Regents Park Estate Township, Registration Division IR, Transvaal, being 62A and 62 Victoria Street, Regents Park, Johannesburg, measuring 495 square metres.

Use zone: Residential 4.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Semi-detached house consisting of lounge, three bedrooms, bathroom and kitchen. Garage, store-room, servant quarter 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 30 days from the date of sale.

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

Dated at Johannesburg on the 7th day of November 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 495652.)

Case 29077/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Murray, Desire Rosalie**, Identity Number 6109100041006, Defendant

In execution of 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, 8 December 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, Johannesburg North, at 131 Marshall Street, Johannesburg, prior to the sale:

Unit consisting of Section 25, in the building/s known as Balaton Court, as shown on Sectional Plan 60/1982, together with an undivided share in the common property, being Flat 403, Balaton Court, corner of Twist and Pieterse Streets, Hillbrow. Area of the said section 49 square metres.

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

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

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

Dated at Johannesburg on the 7th day of November 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 500917.)

Case 8774/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Glenian Properties CC** (No. CK88/35103/23), First Defendant, and **Weldon, Terence Patrick**, Second Defendant, and **Lewis, Gregory**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 9 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton, Midrand, at Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, prior to the sale:

Erf 783, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, being 12 Sinsaut Crescent, Hurlingham Extension 5, Sandton, measuring 875 square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, four bedrooms, bathroom and toilet, bathroom, shower and toilet, kitchen and scullery.

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

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

Dated at Johannesburg on the 7th day of November 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 283702.)

Case 20797/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Roux, Mollis Alexander** Identity Number 3702245106008, Defendant

In execution of 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, 8 December 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, Johannesburg West, at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1938, Newlands (Jhb) Township, Registration Division IQ, Transvaal, being 17 Plantation Road, Newlands (Jhb), measuring 248 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, bathroom and toilet, kitchen. Single garage, 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 30 days from the date of sale.

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

Dated at Johannesburg on the 7th day of November 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 572393.)

Case 12401/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Fick, Johan Christian**, Identity Number 4608095121006, Defendant

In execution of 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, 8 December 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, Johannesburg North, at 131 Marshall Street, Johannesburg, prior to the sale:

Erf 330, Montgomery Park Township, Registration Division IQ, Transvaal, being 5 Langehoven Street, Montgomery Park, Johannesburg, measuring 744 square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, family-room, three bedrooms, bathroom, separate shower and toilet, kitchen, servants' quarters, store-room, bathroom and toilet.

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

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

Dated at Johannesburg on the 7th day of November 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 455735.)

Case 4671/86

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Building Society Limited**, Plaintiff, and **David, Lorraine**, First Defendant, and **David, Elaine**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned case, a sale without reserve will be held at the office of the Deputy Sheriff at 131 Marshall Street, Johannesburg, on 8 December 1994 at 10:00, of the undermentioned property of the First and Second Defendants on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Erf 230, Tulisa Park Township, Registration Division IR, Transvaal, situated at 19 Tennyson Drive, Tulisa Park, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms, two toilets, kitchen and scullery.

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 twenty-one (21) 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). The sale may be subject to VAT which will be payable by the purchaser.

Date: 20 October 1994.

Langstaffe Bird & Co., Plaintiff's Attorneys, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 3099/94
PH 307

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Luvuno, Cebisa Michael**, First Defendant, and **Luvuno, Martha**, Second Defendant

Be pleased to take notice that in execution of a judgment of the above Honourable Court for the District of Johannesburg, in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 8 December 1994 at 10:00, the undermentioned property of the Judgment Debtors, the conditions of which lie for inspection at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, prior to the date of sale:

Erf 887, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 490 (four hundred and ninety) square meters.

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

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

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

Dated at Johannesburg this 24th day of October 1994.

John Broido, Plaintiff's Attorney, 17th Floor, 1711 Sanlam Centre, Jeppe Street, P.O. Box 9046, Johannesburg. (Tel. 333-2141.) (Ref. J. Broido/DH.)

Case 18535/94
PH 5

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

In the matter between **Gazaz Tvl. (Pty) Limited**, Plaintiff, and **John Konstantinides**, Defendant

In terms of a judgment of the above Honourable Court, dated 18 August 1994, and a warrant of execution dated 14 September 1994, the following property will be sold in execution, to the highest bidder at the offices of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 8 December 1994 at 10:00, on conditions and at a reserve price, which will be read immediately before the sale and which in the meantime can be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, namely:

Erf 204, Glenvista Township, Registration Division IR, Transvaal, measuring 1 284 (one thousand two hundred and eighty-four) square metres, held by Deed of Transfer T14831/1993, corresponding with 15 Janet Street, Glenvista Extension 3, Johannesburg.

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

Shapiro-Aarons, Plaintiff's Attorneys, Sixth Floor, Cambridge Place, 90 President Street, P.O. Box 7690 & 11107, Johannesburg. (Tel. 337-9261.) (Ref. Mr Aarons/GZ 299.)

Case 31886/90

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pengelly: Jennifer Margaret**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg North, 131 Marshall Street, Johannesburg, on Thursday, 8 December 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 583, Greenside Township, Registration Division IR, Transvaal, measuring 1 012 square metres, held by the Defendant under Deed of Transfer T12549/74, situated at 19 Chirnside Road, Greenside, Johannesburg.

Improvements described hereunder are not guaranteed: The property consists of entrance hall, lounge, dining-room, sun room, three bedrooms, two bathrooms, kitchen, pantry, scullery, servants' quarters, shower/w.c., laundry, store-room and pool with filter.

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 the 27th day of October 1994.

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

Case 28910/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ludick: Joseph Coenraad**, First Defendant, and **Mostert: Denise Valerie**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2, North View, 45 Richards Drive, Halfway House, on Wednesday, 7 December 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 1121, Vorna Valley Extension 8 Township, measuring 900 square metres, held by the First and Second Defendants under Deed of Transfer T62916/91, being 1121 Hoogenhout Street, Vorna Valley Extension 8.

Improvements described hereunder are not guaranteed: The dwelling consists of lounge, dining-room, dressing room, two bedrooms, bathroom, bath/w.c./shower, kitchen and Pergola.

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 4th day of November 1994.

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

Case 8757/94

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

In the matter between **Specifect (Pty) Limited**, trading as Counterpoint, Plaintiff/Applicant, and **Pretorius, Stephanus Johannes**, trading as ADJ Packaging, Defendant/Respondent

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale will be held at the Magistrate's Office, Dolomite Street, Delmas, on 2 December 1994 at 09:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale, and which conditions may be inspected at the offices of the Sheriff, Delmas, prior to the sale:

1. Holding 14, Droogfontein Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,3333 hectares.
2. Holding 15, Droogfontein Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,3070 hectares.
3. Holding 16, Droogfontein Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,2371 hectares.
4. Holding 17, Droogfontein Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,3508 hectares.
5. Holding 18, Droogfontein Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,6264 hectares.

Held by Deed of Transfer T84312/1990.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed: A dwelling-house 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 30 days from the date of sale.

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

Dated at Johannesburg this 2nd day of November 1994.

Roy Stoler, Plaintiff's Attorney, Siemert Chambers, 126 Siemert Road, New Doornfontein; P.O. Box 5211, Johannesburg, 2000. (Tel. 402-4980.) (Ref. Mr Stoler/MC/704/C90.)

Case 8428/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM**

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Joseph Mabuti Lephoto**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 9 December 1994 at 11:00, of:

All right, title and interest in the leasehold in respect of Erf 25251, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 300 square metres, known as 25251 Mamelodi East, P.O. Rethabile.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-351286/JAA/J. S. Herbst.)

Case 19610/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Stephanus Siebrits Cilliers**, Defendant

A sale in execution will be held on Friday, 9 December 1994 at 11:00, by the Sheriff for Cullinan in front of the Magistrate's Office, Cullinan of:

Holding 96, Lewzene Estate Agricultural Holdings, Registration Division JR, Transvaal, in extent 1,7131 hectare, known as Plot 96 (96 Irene Road), Lewzene Estate Agricultural Holdings.

Particulars are not guaranteed.

Dwelling with lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, toilet, study, scullery, staff rooms, stores, two garages and carport.

Inspect conditions at the Sheriff, Cullinan, 41 Cornelis Street, Bronkhorstspuit.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-419251/JAA/J. S. Herbst.)

Case 18153/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Frederik Jacobus Petrus Botha**, First Defendant, and **Rachel Cornelia Botha**, Second Defendant

A sale in execution will be held on Friday, 9 December 1994 at 10:00, by the Sheriff for Rustenburg at the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, of:

Portion 22 (a portion of Portion 2) of the farm Tweerivier 253, Registration Division JQ, Transvaal, in extent 5,4176 hectare, known as Portion 22 (a portion of Portion 2) of the farm Tweerivier 253, R.O.W.

Drive from Rustenburg on Swaruggens Road \pm 22 kilometre, turn right at gravel road drive \pm 1,5 kilometre first tile roof dwelling on left-hand side).

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom (bath-toilet-shower) and two staff rooms.

Inspect conditions at the Sheriff, Rustenburg, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-419222/JAA/J. S. Herbst.)

Case 4440/94

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Christiaan Francois du Plessis**, Defendant

A sale in execution will be held on Friday, 9 December 1994 at 10:00, by the Sheriff for Swartruggens in front of the Magistrate's Office, Jan van Riebeeck Street, Swartruggens of:

Erf 90, situated in the township Rodeon, Registration Division JP, Transvaal, in extent 1 784 square metres, known as Verster Street, Swartruggens.

Particulars are not guaranteed.

Vacant erf.

Inspect conditions at the Sheriff, Swartruggens, Sarel Cilliers Street, Rodeon Kelders, Swartruggens.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401357/JAA/J. S. Herbst.)

Case 2774/91

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

In the matter between **United Building Society Limited**, Plaintiff, and **Matome Theophilus Mogano**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 9 December 1994 at 11:00, of:

All right, title and interest in the leasehold in respect of Erf 20818, in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 280 square metres, known as R O W Mamelodi (Erf 20818, Mamelodi).

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms, bathroom and w.c.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-332934 (290052)/JAA/J. S. Herbst.]

Case 10607/93

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Boy Johannes Nkosi**, Defendant

A sale in execution will be held on Friday, 9 December 1994 at 10:00, by the Sheriff for Middelburg, in front of the Magistrate's Office, President Krugers Street, Middelburg, Transvaal, of:

Erf 4878, Mhluzi Extension 2 Township, Registration Division JS, Transvaal, in extent 293 square metres, known as 4878 Mhluzi Extension 2.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Inspect conditions at the Sheriff, Middelburg, Auxilium building, 4A Eksteen Street, Middelburg, Transvaal.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N5/371799/JAA/J S Herbst.)

Case 8497/93

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Khazamula Edmond Mathebula**, First Defendant, and **Tsakani Hostess Mathebula**, Second Defendant

A sale in execution will be held on Wednesday, 7 December 1994 at 10:00, by the Sheriff for Evander District, Highveld Ridge, at the Sheriff's Office, 23 Rotterdam Road, Evander, of:

Erf 2814 (formerly Erf 252), Embalenhle Extension 4 Township, Registration Division IS, Transvaal, in extent 420 square metres, known as 5 Sandlwana Crescent, Embalenhle Extension 4.

Particulars are not guaranteed:

Dwelling with lounge, kitchen, three bedrooms, bathroom and toilet.

Inspect conditions at the Sheriff for Evander District, Highveld Ridge, at the Sheriff's Office, 23 Rotterdam Road, Evander.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N5/424817(369567)/JAA/J S Herbst.]

Case 6706/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Petrus du Preez**, First Defendant, and **Annelene Lorena du Preez**, Second Defendant

A sale in execution will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 9 December 1994 at 11:00:

Erf 3803, The Orchards Extension 16 Township, Registration Division JR, Transvaal, measuring 960 square metres, known as 21 Dorfling Street, The Orchards Extension 16.

Particulars are not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and toilet. Garage.

Inspect conditions at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-414182/JAA/M Oliphant.)

Case 58559/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pieter Willem van Heerden**, First Defendant, and **Susan Cathleen van Heerden**, Second Defendant

A sale in execution will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 8 December 1994 at 10:00:

(a) Unit 73, as shown on Sectional Plan SS80/83 in the building Osdic Centre, measuring 72 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST80/83 (73) (Unit) dated 25 May 1983, known as Flat No. 517, Osdic Centre, 596 Paul Kruger Street, Eloffsdal Extension 3.

Particulars are not guaranteed:

Flat: Kitchen, one and a half bedrooms, bathroom and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 X 313.) [Ref. N1/B-419282(340737)/JAA/M Oliphant.]

Case 81469/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Maria Magdalena Toerien**, Defendant

A sale in execution will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 8 December 1994 at 10:00:

(a) Section 15, as shown on Sectional Plan SS127/1981, in the building Paradise Court, measuring 63 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST127/1981 (15) (Unit) dated 10 July 1981, known as Flat No. 207, Paradise Court, 544 Servaas Street, Pretoria West.

Particulars are not guaranteed:

Flat: Lounge, dining-room, kitchen, bedroom and bathroom.

Inspect conditions at the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-424837(392383)/JAA/M Oliphant.]

Case 282/94

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

In the matter between **Germiston City Council**, Plaintiff, and **Edna van Vuuren**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 16 February 1994 the property listed herein will be sold in execution on Thursday, 8 December 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Germiston, to the highest bidder:

Erf 1388, Primrose, Germiston Township, Registration Division IR, Transvaal, situated at 22 Cactus Road, Primrose, Germiston, measuring 991 square metres.

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

Improvements: Lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, garage, zink roof, fenced and brick walls.

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

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

Date: 7 November 1994.

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

Case 25821/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daweti, Vumisile Thomas**, First Defendant, and **Daweti, Audrey Millicent**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Unit comprising Section 78 and its undivided share in the common property in the Monterey Sectional Title Scheme, area 77 (seventy-seven) square metres, situated at Unit 78 (Flat 121) Monterey, 27 Olivia Road, Berea.

Improvements (not guaranteed): A flat consisting of bedroom, bathroom, lounge/dining-room with kitchen.

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

Dated at Johannesburg on this 8th day of November 1994.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z160.)

Case 25022/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mothudi Thandi Josephine**, Defendant

In execution of 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 on the Fourth Floor, Standard Towers, President Street, Germiston on 8 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, on the Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Erf 45, Malvern East Township, Registration Division IR, Transvaal, measuring 722 (seven hundred and twenty-two) square metres, situated at 12 Mullins Road, Malvern East Extension, Bedfordview.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling consisting of dining-room, kitchen, laundry-room, three bedrooms, sewing room, bathroom, toilet. Outbuilding: Single garage, servant's room, toilet.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand) minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 3rd day of November 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. M60012/AB.)

Case 27444/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sekgobela Segope Charles**, First Defendant, and **Sekgobela Lillian Thandi**, 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 at the Sheriff's Office, at 439 Prince George Avenue, Brakpan, on 9 December 1994 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at 439 Prince George Avenue, Brakpan, prior to the sale:

Erf 15350, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 15350 Tsakane Extension 5 Township.

The following information is furnished in respect of the improvements (though in this respect nothing is guaranteed): Dwelling under tiled roof, lounge, kitchen, two bedrooms, bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand) minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 2nd day of November 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. S24819/SC.)

Case 32624/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Maribeng, Paulus Benjamin**, Defendant

In execution of 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, 182 Leeupoort Street, Boksburg, on 9 December 1994 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 17525, Vosloorus Extension 25 Township, Boksburg, Registration Division IR, Transvaal, measuring 341 (three hundred and forty-one) square metres, situated at Erf 17525, Vosloorus Extension 25 Township, Boksburg.

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, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of November 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. M25553/SC.)

Case 632/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mbatha, Emelda**, Defendant

In execution of 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, 182 Leeupoort Street, Boksburg, on 9 December 1994 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 17096, Vosloorus Extension 25 Township, Boksburg, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, situated at Erf 17096 Vosloorus Extension 25 Township, Boksburg.

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

Dwelling under tiled roof, bedroom, lounge, 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on the 1st day of November 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. M24070/SC.)

Case 16824/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lefiri, Fane Stephen**, Defendant

In execution of 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 7 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 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 17 of Erf 11348, Kagiso Extension 6 Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, situated at Portion 17 of Erf 11348, Kagiso Extension 6 Township, Krugersdorp.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:
Dwelling under tiled roof, lounge, kitchen, 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 2nd day of November 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. L27773/PC.)

Case 19676/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbiza, Mafemane James**, First Defendant, and **Mbiza, Raisibe Emily** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand-Alexandra, Unit 2, North View, 45 Richards Drive, Halfway House, on 7 December 1994 at 14:30, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 460, Alexandra Extension 1 Township, Registration Division IR, Transvaal, measuring 205 (two hundred and five) square metres, situated at Erf 460, Alexandra Extension 1 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, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 28th 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. M27984/PC.)

Case 16823/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mohoje, Matseliso Jan**, First Defendant, and **Mohoje, Gabo Tselo 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 at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 644, Drieziek Extension 2 Township, Registration Division IQ, Transvaal, measuring 168 (one hundred and sixty-eight) square metres, situated at Erf 644, Drieziek Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 2nd day of November 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. M27772/PC.); c/o N. C. H. Bouwman, Sheriff for the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 26085/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsikoane, Helen Tsahai**, First Defendant, and **Tsikoane, Mosa Agatha**, 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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 9 of Erf 2994, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, measuring 180 (one hundred and eighty) square metres, situated at 108/9 Poseidon Street, Ennerdale Extension 3 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Double-storey dwelling under tiled roof, kitchen, three bedrooms, bathroom and 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 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 this the 2nd day of November 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. T22491/PC.); c/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 10806/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Begezi, Zodwa Jennet**, Defendant

In execution of 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 8 December 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 987, Senaoane Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 987, Senaoane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, dining-room, kitchen and two bedrooms.

The property zoned Residential.

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

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

Signed at Johannesburg on this the 28th 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. B8256/PC.)

Case 20050/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hlatshwayo, Thembi Lucy**, Defendant

In execution of 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 8 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3083 (now renumbered 27597), Meadowlands Zone 10, Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 3083 (now renumbered 27597) Meadowlands Zone 10 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, lounge, dining-room, kitchen, three bedrooms and bathroom. *Outbuilding*: Single garage.

The property zoned Residential.

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

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

Signed at Johannesburg on this the 27th 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. H28028/PC.)

Case 23056/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Letebele, Baobonye Thomas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 8 December 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 1379, Moletsane Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 1379, Moletsane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, dining-room, kitchen and two bedrooms. *Outbuildings*: Single garage.

The property zoned Residential.

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

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

Signed at Johannesburg on this the 27th 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. L28522/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maseko, Siphon Phineas**, First Defendant, and **Maseko, Hleziphi Dinah**, 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 8 December 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 1011, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 1011, Jabavu Central Western 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, two bedrooms and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 2nd day of November 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. M28912/PC.)

Case 19829/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sekhosana, Lekeba 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 at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 8 December 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 95, Diepkloof Extension Township, Registration Division IQ, Transvaal, situated at Erf 95, Diepkloof Extension Township.

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

Dwelling under asbestos roof, three bedrooms, lounge, dining-room, kitchen and bathroom. Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 1st day of November 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. S21779/PC.)

Case 17825/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shikwambana, Mackson Vatlalaya**, Defendant

In execution of 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 8 December 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 10729, Meadowlands Township, Registration Division IQ, Transvaal, measuring 352 (three hundred and fifty-two) square metres, situated at Erf 10729, Meadowlands Township.

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

Dwelling under tiled roof, three bedrooms, lounge, dining-room, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 2nd day of November 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. S27769/PC.)

Case 11250/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simelane, Benji William**, Defendant

In execution of 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 8 December 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 West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2491, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, measuring 268 (two hundred and sixty-eight) square metres, situated at Erf 2491, 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, two bedrooms, kitchen and dining-room.

Outbuilding: Two single garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of November 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. S20746/PC.)

Case 22889/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Segal, Joseph Ronald**, Defendant

In execution of 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 8 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 1694, Klipspruit West Extension 1 Township, Registration Division IQ, Transvaal, measuring 635 (six hundred and thirty-five) square metres, situated at 52 Pedro Street, Klipspruit West Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, three bedrooms, kitchen, lounge 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 2nd day of November 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. S28520/PC.)

Case 14239/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dhludhlu, Lucy Thembisile**, Defendant

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

All right, title and interest in the leasehold in respect of Erf 98, Leboeng Township, Tembisa, Registration Division IR, Transvaal, measuring 255 (two hundred and fifty-five) square metres, situated at Erf 98, Leboeng Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consists of two bedrooms, kitchen, dining-room and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 4th day of November 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. D21139/PC.)

Case 21094/94 and 13903/93
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IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited (Allied Bank Division)**, Plaintiff, and **Treister, Sheila Anne**, Defendant

In execution of 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, 8 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which 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:

Erven 1208 and 1209, Yeoville Township, Registration Division IR, Transvaal, measuring 372 and 390 m², held by the Defendant under Deed of Transfer T34584/1987 and T41859/1988, being 49 Hendon Road, Yeoville, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms/w.c., separate w.c. and shower, servant's room, bathroom and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 1st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69690/Mr McCallum/Ms Isola/hs.)

Saak 517/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Bermine Supplies (Edms.) Bpk., Eliser, en D. Verster**, Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 2 Mei 1994, sal die volgende eiendom te 10de Laan 46A, Lichtenburg, per publieke veiling verkoop word op Vrydag, 9 Desember 1994 om 11:00:

Resterende Gedeelte van Erf 788, geleë in die dorpsgebied Lichtenburg, met straatadres van Tiende Laan 46A, Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 410 (eenduisend vierhonderd en tien) vierkante meter, gehou kragtens Akte van Transport T83287/91, synde 'n omheinde woonhuis van steen onder teëls bestaande uit vier slaapkamers, toilet en aparte badkamer, ingangsportaal, sitkamer, eetkamer, kombuis en opwaskamer. Buitegeboue bestaande uit bediendekamer met toilet, dubbelmotorhuis en stoorkamer.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 7de dag van November 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/BJ0001/mdk.)

Case 5039/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johrina Beleggings CC**, Defendant

A sale in execution will be held on 9 December 1994 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Portion 1 of Erf 772, situated in the Township of Pretoria North, Registration Division JR, Transvaal, measuring 1 250 square metres, known as 284 Ben Viljoen Street, Pretoria North.

The following improvements are reported to be on the property, but nothing is guaranteed: Shop/offices/warehouse, single storey building, tile and concrete flooring, brick walls, tiled and IBR roof, showroom, reception area, two offices, tile warehouse kitchen and w.c. *Outbuildings*: Male and female changerooms, two w.c.'s, store-room and brick drive pavings.

The conditions of sale may be inspected at the office of the Sheriff Pretoria Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1044.)

Case 29146/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Mahanyisana Sibiya**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, at Magistrate's Court, corner of Van Staden and Kloppeers Streets, Rustenburg, on 9 December 1994 at 11:00, of the following property:

Erf 6948, in the Boitekong Extension 3 Township, Registration Division JQ, Transvaal, measuring 282 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL29478/93.

The property is situated at Stand 6948, Boitekong Extension 3, Rustenburg, Transvaal.

The property is improved as follows: Two bedrooms, kitchen, bathroom/toilet and lounge.

Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Office at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria on this the 11th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/cm.)

Saak 25029/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Enlicht, Piotr Jan Rudolf Ludwik**, Eerste Verweerder, en **Enlicht, Regina**, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 19 Oktober 1994, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 9 Desember 1994 om 15:00, by die kantore van die Balju, Roodepoort, te Progressweg 182, Technikon, Roodepoort, aan die hoogste bieder:

Deel 23, soos aangetoon en vollediger beskryf as Deelplan SS48/1983 in die skema bekend as Ravens Crag ten opsigte van die grond en gebou of gebou geleë te Bergbron-uitbreiding 1-dorpsgebied, plaaslike bestuur Stadsraad van Roodepoort, van welke deel die vloeroppervlakte, volgens genoemde deelplan 131 (eenhonderd een-en-dertig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken, gehou kragtens ST48/1983 (23)(Unit).

Daar is geen reserweprys onderworpe aan bekragtiging in terme van klousule 16 van die verkoopvoorwaardes.

Die eiendom bestaan uit 'n teëldak rousteen woning omhein met pre-cast, drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, stoorkamer, dubbel motorhuis en netjiese tuin.

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 11de dag van November 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. W. A. du Randt/sj/E51.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **J. A. Bezuidenhout en ses Ander**, Eksekusieskuldeisers, en **Dickson, Michael Anthony**, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis in die Landdroshof vir die distrik Krugersdorp en eksekusie lasbrief gedateer 4 Augustus 1994, sal die hiernavermelde verbeterde eiendomme op 9 Desember 1994 om 10:00, voor die hoofingang van die Landdroskantoor, Malanstraat, Koster, aan die hoogste bieder geregtelik verkoop word welke voorwaardes by die kantore van die Balju, Koster, Randstraat 16, Koster, voor die verkoping ter insae sal lê, synde:

1. Gedeelte 68 ('n gedeelte van Gedeelte 8) van die plaas Zandfontein 380, Registrasieafdeling JQ, Transvaal, groot 84,2664 (agt vier komma twee ses ses vier) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T3530/93; en

2. Gedeelte 67 ('n gedeelte van Gedeelte 8) van die plaas Zandfontein 380, Registrasieafdeling JQ, Transvaal, groot 88,7633 (agt agt komma sewe ses drie drie) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T38257/86.

Die volgende inligting word verskaf aangaande die verbeterings, alhoewel geen waarborg daaromtrent gegee kan word nie, synde:

1. Gedeelte 68 ('n gedeelte van Gedeelte 8) van die plaas Zandfontein 380 is verbeter met 'n ou woonhuis met buitegeboue, fontein en lande.

2. Gedeelte 67 ('n gedeelte van Gedeelte 8) van die plaas Zandfontein 380 is verbeter met woonhuis met buitegeboue en woonstel, drie boorgate, ongeveer 800 x pekanneut bome en lande.

Aanwysings na die eiendomme: Neem die Magaliesburg/Kosterpad vanaf Magaliesburg, draai regs by Boons net voor die silos op grondpad vir ongeveer 7 kilometers. Draai dan links by kruising langs motorwag. Draai regs in by die eerste hek aan regterkant na ongeveer 500 meter.

Verkoopvoorwaardes:

1. Die eiendomme sal vir kontant aan die hoogste bieder sonder reserwe prys verkoop word, die verkoping sal onderworpe wees aan die bepalings en regulasies van die Landdroshofweg en titelakte van die eiendom waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

(a) Tien persent (10%) daarvan in kontant op die dag van die verkoping betaalbaar aan die Balju.

(b) Die balans moet gewaarborg wees teen registrasie van transport, by wyse van 'n goedgekeurde bank en/of bouvereniging waarborg ten gunste van die vonnisskuldeiser en/of die se genomineerde en sodanige waarborg moet aan die Balju en/of die Eiser se genomineerde prokureur oorhandig word binne 21 (een-en-twintig) dae na die verkoopdatum, welke waarborg betaalbaar moet wees op datum van registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes sal deur die Balju onmiddellik voor die verkoping uitgelees word, en lê ter insae by sy kantore, Koster.

Geteken te Krugersdorp op hierdie 7de dag van November 1994.

A. B. Louw, vir J. B. Hugo & Cronjé Ing., Tweede Verdieping, Alliedhuis, hoek van Human- en Markstraat, Posbus 115, Krugersdorp (Tel. 660.7361.) (Verw. mnr. Louw/ab 14511/52819.)

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 400 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 of 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 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 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.)

Saak 53070/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Anna Catharina Maria Hart**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak, op 18 Oktober 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 14 Desember 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 Willem Bothastraat 1258, Wierdapark-uitbreiding 1, Verwoerdburg, en word omskryf as Erf 1500, Wierdapark-uitbreiding 1, Verwoerdburg, groot 1 663 vierkante meter, gehou kragtens Akte van Transport T94354/92.

Die eiendom bestaan na bewering, maar sonder waarborg uit sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, teëldak, warmwatersisteem en dubbel garage.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju fooie en agterstallige belasting betaald 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 10de dag van November 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2072.)

Case 14030/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Meje Kotu**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 9 December 1994 at 11:00, of the following property:

Erf 173, Soshanguve-CC Township, Registration Division JR, Transvaal, measuring 596 square metres, held by the Defendant under Deed of Transfer T76813/1993.

This property is situated at Stand 173, Block CC, Soshanguve, Pretoria.

The property is improved as follows: Three bedrooms, bathroom/toilet, lounge and kitchen. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 11th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EG.)

Case 10031/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Lenette Meyer**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 9 December 1994 at 11:00, of the following property:

Holding 80, Bon Accord Agricultural Holdings Township, Registration Division JR, Transvaal, measuring 2,1414 hectares, held by the Defendant under Deed of Transfer T84423/1991.

This property is situated at Plot 80, Bon Accord, Pretoria.

The property is improved as follows: Three bedrooms, kitchen, dining-room, two garages, granny flat, two bathrooms/toilets, lounge, study and separate toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this the 11th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EG.)

Case 20193/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Katleho Joseph Madebe**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, in front of the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 9 December 1994 at 10:00, of the following property:

Erf 7074, Paardekraal Extension 3 Township, Registration Division JQ, Transvaal, measuring 388 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL73482/1992.

This property is situated at Stand 7074, Paardekraal Extension 3, Rustenburg.

The property is improved as follows: Two bedrooms, kitchen, bathroom/toilet and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria on this the 11th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EG.)

Case 19974/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Adam Rolls**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, at Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 9 December 1994 at 11:00, of the following property:

Erf 7071, in the Paardekraal Extension 3 Township, Registration Division JQ, Transvaal, measuring 375 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL69035/92.

This property is situated at Stand 7071, Paardekraal Extension 3, Rustenburg, Transvaal.

The property is improved as follows: Three bedrooms, kitchen, dining-room, bathroom/toilet and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria on this the 11th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/cm.)

Case 20147/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Howard Nkuna**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, at Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 9 December 1994 at 11:00, of the following property:

Erf 7078, in the Paardekraal Extension 3 Township, Registration Division JQ, Transvaal, measuring 388 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL73485/92.

This property is situated at Stand 7078, Paardekraal Extension 3, Rustenburg, Transvaal.

The property is improved as follows: Two bedrooms, kitchen, bathroom/toilet and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria on this the 11th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/cm.)

Saak 203/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIET RETIEF GEHOU TE PONGOLA

In die saak tussen **Opfin (Pty) Ltd**, Eiser, en **Marius Louis Lombaard Mostert**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 9 September 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Piet Retief op Maandag, 5 Desember 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te die Landdroskantoor, Pongola, aan die hoogste bieder.

Die eiendom wat aldus te koop aangebied word, staan bekend as Dirkie Uysstraat 104, Pongola, en word omskryf as Erf 104, in die dorpsgebied Pongola, Registrasieafdeling HU, Transvaal, groot 2 517 vierkante meter, gehou kragtens Akte van Transport T13468/1985.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning onder teëldak, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers met warmwaterstelsel en 'n swembad.

Die koper moet 'n deposito van 10% (tien per centum) van die koopprys, Balju fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae 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, T. F. Swart, te Piet Retief, asook by die kantore van J. H. Smit & Vennote, Piet Retiefstraat 56, Pongola.

Geteken te Pongola op hierdie 9de dag van November 1994.

J. H. Smit & Vennote, Piet Retiefstraat 56, Pongola. (Tel. 3-2316/3-2323.) (Verw. C. J. Smit/EK/CSE58.)

Case 18408/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Numbipark 16 CC** (CK89/38112/23), Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, White River, farm Latwai Rocky Drift, District of Nelspruit, on Friday, 9 December 1994 at 10:00:

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

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

Property: Erf 16, Township of Numbipark, Registration Division JU, Transvaal, also known as 16 Eland Street, Numbipark.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1914.)

Case 11631/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kapisane Abram Mahlangu**, First Defendant, and **Poppy Martha Mahlangu**, Second Defendant

A sale in execution of the undermentioned property is to be held at Portion 83, De Onderstepoort (just north of the Sasko Mills, Old Warmbaths Road, Bon Accord), on Friday, 9 December 1994 at 11:00:

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

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

Property: Erf 1607, Soshanguve H, Registration Division JR, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge, two bathrooms, dining-room, garage and two store-rooms.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1674.)

Saak 956/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Robertson Bob Mboweni**, Eerste Verweerder, en **Dihae Ketsia Mboweni**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogenoemde saak op 22 Februarie 1994, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noord-wes op Donderdag, 8 Desember 1994 om 10:00, te die Baljukantore te Olivetti Huis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, verkoop:

Erf 5823, geleë in die dorpsgebied Atteridgeville, Registrasieafdeling JR, Transvaal, groot 385 (drie agt vyf) vierkante meter, gehou kragtens Sertifikaat van Toekenning van Eiendomsreg TL65954/89.

Voorheen huurpag eiendom bekend as al die reg, titel en belang in die reg van huurpag ten opsigte van Erf 5823, van die dorpsgebied Atteridgeville, Registrasieafdeling JR, Transvaal, ook bekend as Semenyastraat 77, Atteridgeville, Pretoria.

Die eiendom is verbeter en bestaan uit sitkamer, eetkamer, drie slaapkamers, bad/w.k., aantrekkamer en kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Noord-wes, Pretoria, Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hierdie 10de dag van November 1994.

C. T. P. Eksteen, vir Du Plessis & Eksteen, Prokureur vir die Eiser, 10de Verdieping, Merinogebou, hoek van Bosman en Pretoriusstraat, Pretoria. (Tel. 21-8154.) (Verw. Eksteen/co EK6782.)

Case 68087/94

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 **Frank Haupt**, Defendant

In execution of a judgment of the Magistrate Court, Pretoria in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 25 January 1995 at 10:00, to the highest bidder:

Certain Erf 158, situated in the Township of Elarduspark, Registration Division JR, Transvaal, measuring 1 528 square metres, situated at 548 Frelon Street, Elarduspark.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge, dining-room, kitchen, four bedrooms, one and a half bathroom, w.c., shower, entrance hall, study and laundry.

Outbuildings: Double garage, double carport and w.c.

Other: Borehole, concrete paving, courtyard, swimming-pool and security gates.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Plot 83, corner of Gerhard and West Streets, Lyttelton Agricultural Holdings, Lyttelton, Verwoerdburg.

Signed at Pretoria on this 9th day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/M. Kirsten/N1336.)

Case 69956/94

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 **Miles Lee Dunbar**, 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 14 December 1994 at 10:00, to the highest bidder:

Certain:

(a) Section 4 as shown and more fully described on Sectional Plan SS442/93 in the scheme known as Roneldapark in respect of the land and buildings, situated in Willow Park Manor, Registration Division JR, Transvaal, measuring with a floor area of 37 square metres, situated at 4 Roneldapark, 456 Bush Road, Willow Park Manor.

(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.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Flat, lounge, kitchen, bedroom, w.c. and bathroom.

Common property facilities: Garden, drying area and parking.

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 10th day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/M. Kirsten/N1364.)

Saak 5816/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

Die Regspersoon van Aldin, Eksekusieskuldeiser, en Petrus Jacobus van der Merwe, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Pretoria Sentraal, op 13 Desember 1994 om 10:00, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, 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, te Messcor Huis, Margarethastraat 30, Pretoria Sentraal.

Sekere: Eenheid 17, beter beskryf op Deeltitel Plan SS202/83 in die skema bekend as Aldinwoonstelle, Sunnyside-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titellakte ST6316/92.

Grootte: 68 (aght-en-sestig) vierkante meter.

Ook bekend as: Woonstel 207, Aldin, Troyestraat 67, Sunnyside, Pretoria.

Beskrywing: Eenheid bestaande uit gekombineerde sit/eetkamer, kombuis, slaapkamer, toilet, badkamer.

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 Landdroshowe Wet.

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 10de dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/P427.)

Saak 60130/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen Raad op Plaaslike Bestuursaangeleenthede, Eiser, en D. J. S. J. Blignaut, Verweerder

Eksekusieveiling gehou te word voor die kantore van die Raad op Plaaslike Bestuursaangeleenthede, hoek van Hoos- en Durbanstraat, Paardekop, op 13 Desember 1994 om 11:00, aan die hoogste bieder:

Erf 123, Paardekop, Registrasieafdeling HS, Transvaal, groot 1 983 vierkante meter, geleë te Rekreasiestraat, Paardekop, NR T55371/1980.

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, Volksrust, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 (veertien) dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaterskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 8ste dag van November 1994.

C. J. van der Merwe, vir Van der Merwe Prokureur, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. Mev. Olivier.)

Saak 33551/91

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA Bank Beperk (Allied Bank Divisie), Eiser, en National Council of Trade Unions, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, te Marshallstraat 131, Johannesburg, op 8 Desember 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê.

Sekere Erwe 1523 en 1524, Johannesburg-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Wandererstraat 5, Johannesburg, groot 248 m² (twee vier agt) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Gebou met agt vloere en drie winkels.

Konstruktueer: Baksteen met asbes en sement.

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 (twintigduisend 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 31ste dag van Julie 1994.

Botha Moll & Vennote, Eiser se prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstrate, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8126E.)

Saak 1218/91

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Khayaletu Home Loans**, Eiser, en **N. A. Mapete**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Oberholzer, en 'n lasbrief vir eksekusie gedateer 13 Oktober 1994, sal die ondergemelde eiendom per geregtelike veiling verkoop word te die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, op Vrydag om 10:00 op 23 Desember 1994:

Erf 3991, Khutsong, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, gehou kragtens sertifikaat van Geregi-streerde Huurpag TL44751/88.

Baksteen woning bestaande uit twee slaapkamers, kombuis, badkamer en toilet en sitkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Oberholzer hierdie 7de dag van November 1994.

Saak 38/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.** Reg. No. 87/01384/06, Eiser, en **dr. V. B. Tlhoiwa**, Verweerder

Ten uitvoerlegging van die Vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 14 Februarie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 9 Desember 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 386, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 450 vierkante meter.

Verbeterings: Sitkamer, eetkamer, studeerkamer, drie slaapkamers, twee badkamers, stort, twee toilette, twee motorhuise, omheining en sekuriteitshekke.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalinge van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Vanderbijlpark en by die eiser se Prokureur en sal deur die Balju voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark hierdie 7de dag van November 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I.40005/ip.)

Saak 15021/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Secfin Bank Beperk**, Eiser, en **Fourie, Johannes Marthinus**, Eerste Verweerder, en **Fourie, Magdalena Francina Jacoba**, Tweede 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 by die perseel van die eiendom, te wete Pieringstraat 56, Waterkloof L/H, Pretoria, op 8 Desember 1994 om 11:00, 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: Hoewe 56, Waterkloof-landbouhoewes, Registrasieafdeling JR, Transvaal, en ook bekend as Pieringstraat 56, Waterkloof L/H, Pretoria, grootte 2,0242 ha (twee komma nul twee vier twee) hektaar.

Verbeteringe: (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Ingangsportaal, kombuis, spens, was- en opwasvertrek, gastetoilet, drie badkamers, aparte toilet en store en nege ander vertrekke.

Buitegeboue: Drie motorhuise en bediendekwartiere.

Konstruktuer: Baksteen met asbes plate.

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 Oktober 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson-huis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/S764A.)

Saak 1200/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Thembinkosi Dennis Mabaso** (in sy hoedanigheid as Eksekuteur in boedel van wylc D. P. Mabaso), Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 15 Februarie 1994, word die hiernavermelde eiendom op Vrydag, 2 Desember 1994 om 10:00, voor die Landdroskantoor, Piet Retief, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van:

Erf 2057, Ethandakukhanya-uitbreiding 1, Registrasieafdeling HT, Transvaal, groot 580 (vyf agt nul) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL73980/1989.

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

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju, Piet Retief uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalinge 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 26ste dag van Oktober 1994.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mn. Vd Wath/eb SJM 125.)

Case 3503/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **M. F. McCullam** and **Nadia Taliep**, Defendants

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 8 April 1994, the property listed hereunder will be sold in execution on 7 December 1994 at 09:00, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

Certain: Erf 812, Blue Downs, situated in Lower Kuils River No. 1 Local Area, Division of Stellenbosch, known as 17 Victoria Road, Tuscany Glen, Blue Downs, in extent 377 (three hundred and seventy-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom, toilet, dining-room and en suite.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 1st day of November 1994.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N252.)

Case 71795/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Kgosiemang, T. R.**, Defendant

In execution of a judgment of the Magistrate's Court in the District of Johannesburg held at Johannesburg, in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 2 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Roodepoort, prior to the sale:

Erf 1713, Dobsonville, Registration Division IQ, Transvaal, measuring 383 (three hundred and eighty-three) square metres.

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

Main building: Three bedrooms, bathroom, kitchen, dining-room and single garage.

Outbuildings: N/a.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand); and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 9th day of November 1994.

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. von Schirnding/jmb SV/10/824309.)

Case 4507/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Miss Jeanette Smith**, Defendant

Kindly take notice that pursuant to a judgment granted on 8 July 1994 and warrant of execution dated 8 July 1994, the following property will be sold in execution on 14 December 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Portion 1 of Erf 61, The Stewards Township, Registration Division IR, Transvaal.

Improvements: Single storey, brick under tile, lounge, dining-room, three bedrooms, one and a half bathroom, shower, two toilets, kitchen, single garage, outside room/toilet, concrete walls, pool, paved driveway and carport, known as 40 Brand Street, The Stewards, 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 the 9th day of November 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1274.)

Saak 4347/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **ABSA Bank Bepers**, handeldrywende as Trustbank, Eiser, en **D. van den Bergh**, handeldrywende as Hartbeespoort Curios, Verweerder

Ingevolge 'n uitspraak in die Landdroshof van Brits en die lasbrief tot geregtelike verkoping gedateer 26 Mei 1994, word die ondervermelde eiendom by die Landdroskantoor te Van Veldenstraat, Brits, geregtelik verkoop aan die persoon wat die hoogste aanbod maak, naamlik op Vrydag, 9 Desember 1994 om 09:00, te wete:

Erf 841, ook bekend as Maraisstraat 13, Schoemansville, groot 1 437 vierkante meter, gehou kragtens Akte van Transport T86793/1988.

Voorwaardes:

1. Tien persent (10%) van die volle koopsom onmiddellik by aangaan van die koop.
 2. Die volle balans plus rente teen die koers wat betaalbaar is ten tye van die plaasvind van hierdie verkoping aan die Eiser op die bedrag van die Eiser se eis [en in geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis op voorwaarde dat sodanige ander preferente skuldeiser besonderhede van rente betaalbaar, skriftelik bekend maak aan die oordrag prokureurs binne 10 (tien) dae na datum van hierdie verkoop] vanaf datum van verkoop tot die datum van registrasie van transport in die koper se naam, en sal gewaarborg word deur 'n bank- of bougenootskapwaarborg tot die bevrediging van die Balju en die Eiser se aktebesorgers. Die waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju of op instruksies van die Balju aan die Eiser se prokureurs oorhandig word en sal voorsiening maak vir betaling van die genoemde volle balans en rente teen registrasie van transport op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie, en dat die Eiser die volle koopprys plus rente in kontant aan die Balju sal betaal teen oordrag.
 3. Behoudens bostaande word bepaal dat indien die koopprys minder is as die bedrag van die Eiser se eis, die koper slegs aanspreeklik sal wees vir die betaling van rente op die koopprys teen die koers wat gehê word deur die Eiser ten aansien van hul eis.
 4. Indien die hoogste aanbod toegeslaan word op Eiser, is Eiser nie verplig om die deposito waarna verwys word in paragraaf 1 hierbo te betaal nie. Die verpligtinge van die koper waarna verwys word in paragraaf 2 hierbo sal ook nie afdwingbaar wees teen Eiser self as koper nie, maar sal wel betrekking hê op die Eiser se genomineerde soos hierin later bepaal en sal die tydperke vermeld in paragraaf 2 hierbo, bereken word vanaf datum van sodanige nominasie.
 5. Die Eiser behou die reg voor om in geval van 'n genomineerde as transportnemer afstand te doen van enige voorwaarde hierin vervat wat verband hou met 'n reg van die Eiser na die volle en uitsluitlike diskresie van die Eiser.
 6. Die voorwaardes van die verkoping sal deur die Balju gelees word ten tye van die verkoping en sal ook ter insae lê by die kantoor van die Balju, te Theogebou, Kantore 4, 5 en 6, Murraylaan 42, Brits.
- Geteken te Brits op hede die 7de dag van November 1994.
- G. H. van der Walt, Saambougebou 4, MacLeanstraat, Brits, 0250.

Saak 3806/93**IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM**In die saak tussen **Nedcor Bank Beperk**, Eiser, en **M. L. Mofokeng**, Verweerder

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof en 'n lasbrief gedateer 18 Augustus 1994, sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word te die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, op 9 Desember 1994 om 09:00, aan die hoogste bieder:

Erf 6498, Ikageng, geleë in die Potchefstroom-dorpsgebied, Registrasieadeling IQ, Transvaal, groot 361 (driehonderd een-en-sestig) vierkante meter.

Beweerde verbeterings: Drie slaapkamers, kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, No. 32 van 1944.
2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 18% (agtien persent) per jaar op die balans van die koopsom vanaf die datum van verkoop tot datum van registrasie van transport.
3. Die koopprys sal soos volg betaalbaar wees:
 - (a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes.
 - (b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant of verseker deur bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs.
4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.
5. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.

Aldus gedoen en geteken te Potchefstroom op hierdie 10de dag van November 1994.

F. A. Huisamen, vir Huisamen-Ras, Royalgebou, Lombardstraat 44, Posbus 15, Potchefstroom, 2520. (Verw. F. A. Huisamen/eg.)

Saak 5096/93**IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT**In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank (86/04794/06), Eksekusieskuldeiser, en **Josias Johannes Botha en Anna Magrieta Botha**, Eksekusieskuldenaars

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 17 Maart 1994, sal die onderstaande eiendom geregtelik verkoop word te die eiendom, op 2 Desember 1994 om 10:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 41 ('n gedeelte van Gedeelte 11), van die plaas Heidelberg 249, Registrasieafdeling JT, Transvaal, groot 22,7266 (twee twee komma sewe twee ses ses) hektaar, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T63589/1987.

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

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

Die koopprys is as volg betaalbaar, synde:

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

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

Geteken te Nelspruit op hede hierdie 1ste dag van November 1994.

P. L. du Toit, vir Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. [Verw. Du Toit/MvR/T187/91 (QO351).]

Case 31193/93
PH 609

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Chapat, Nicole Renee Florence**, 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 1 December 1994 at 10:00, at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1356, Westdene Township, Registration Division IR, Transvaal, held under Deed of Transfer T61550/92, situated at 52 Avelanche Street, Westdene.

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

Improvements: Double story dwelling, floors wood strips and slate, lounge, kitchen, bedroom, shower, w.c., paving and walls.

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, Johannesburg.

Dated at Johannesburg on this the 9th day of November 1994.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Case 8331/94
PH 609

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Le Roux, Ruben**, First Defendant, and **Le Roux, Tracey Leanne**, 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 6 December 1994 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 2079, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, held under Deed of Transfer T389/91, situated at 15 Komsberg Street, Albertsdal Extension 7.

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

Improvements: Single-story dwelling, walls brick and plaster, roof tiled, floors carpeted and novilon, lounge, dining-room, kitchen, two bedrooms, bathroom, two w.c.'s, guest toilet.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 9th day of November 1994.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Case 9110/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Daniel Johannes Botha**, Defendant

A sale in execution of the property described hereunder will take place on 8 December 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 181, Illiondale Township, Registration Division IR, Transvaal, measuring 1 400 (one thousand four hundred) square metres, property also known as 42 Lots Road, Illiondale, Edenvale.

Comprising: Entrance hall, lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom, bathroom/toilet, separate toilet, patio, servant's room, laundry, double garage, outside toilet, swimming-pool.

A bond can be arranged for an approved purchaser.

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

Dated: 8 November 1994.

K. Dinner, for ABE Dinner & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18779/KD/PT.)

Case 11653/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Henry William Sole**, Defendant

A sale in execution of the property described hereunder will take place on 8 December 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 387, Eden Glen Extension 1 Township, Registration Division IR, Transvaal, measuring 1 045 (one thousand and forty-five) square metres, property also known as 9 Bruwer Street, Edenglen Extension 1, Edenvale:

Comprising: Entrance hall, lounge, dining-room, study, TV-room, three bedrooms, bathroom/toilet, bathroom/shower/toilet, servant's room/toilet, kitchen and swimming-pool.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19008/KD/pt.)

Case 11044/92

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

In the matter between **First National Bank of S.A. Ltd**, trading as Wesbank, Plaintiff, and **Kirpal Singh**, Defendant

On 7 December 1994 at 11:00, the undermentioned property will be sold in execution at front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 485, Actonville Extension 2 held under Deed of Transfer T2287/1975, Registration Division IR, Transvaal, situated at 485 Mia Street, Actonville, Benoni.

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

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

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

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

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

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

Dated at Benoni on this the Second day of November 1994.

R. W. Wesemann, for I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref: EW:S27.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hlangeni Geelbooli Nkabinde**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 9 December 1994 at 11:00, of the following property:

All the right, title and interest in the leasehold in respect of Erf 16125, Mamelodi Township, Registration Division JR, Transvaal, measuring 262 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL18325/1991.

This property is situated at Stand 16125, Mamelodi Township, Pretoria, Transvaal.

The property is improved as follows: Single-storey dwelling-house, three bedrooms, kitchen, lounge, toilet/wash basin (external).

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/cm.)

CAPE • KAAP

Saak 9169/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Wezenitarsisius Thetyana**, Eerste Eksekusie-skuldenaar, en **Ema Cathrine Thetyana**, Tweede Eksekusieskuldenaar

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley, op 4 Mei 1994 en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 1 Desember 1994 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 12887, Galeshewe, geleë in die dorpsuitbreiding Galeshewe, distrik Kimberley, beter bekend as Kokolohutestraat 12887, Galeshewe, Kimberley, groot 328 vierkante meter, gehou kragtens Transportakte TL898/92, gedateer 11 Maart 1992, onderworpe aan Verbandakte BL559/92 ten gunste van South African Housing Trust Limited.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 2de dag van November 1994.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Case 28818/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, *versus* **Xolile Albert Genye**, First Defendant, and **Nombulelo Isabella Genye**, Second Defendant

In pursuance of a judgment dated 27 September 1994 and an attachment on 26 October 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 2 December 1994 at 14:15:

Erf 15750, Ibhayi, at Elundini Administrative District of Port Elizabeth, in extent 211 (two hundred and eleven) square metres, situated at 40 Ngqolombe Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached concrete block dwelling under an asbestos roof consisting of bedroom, 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 of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance including Value-Added Tax, 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 (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) plus Value-Added Tax] are also payable on the date of sale.

Dated the 2nd day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2411/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited versus David Patrick Stuthard

In pursuance of a judgment dated 26 October 1994 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 2 December 1994 at 15:00:

Erf 1606, Theescombe, in the Municipality and Administrative District of Port Elizabeth, in extent 1 480 (one thousand four hundred and eighty) square metres, situated at 97 Cromwell Road, Theescombe, 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, dining-room, family-room, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance including Value-Added Tax, 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 (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) plus Value-Added Tax] are also payable on the date of sale.

Dated the 1st day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 14660/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, versus Nontutuzelo Corndelia Jacobs, Defendant

In pursuance of a judgment dated 26 July 1994 and an attachment on 26 October 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 2 December 1994 at 14:15:

Erf 17740, Ibhayi, at McNamee Village, Administrative District of Port Elizabeth, in extent 186 (one hundred and eighty-six) square metres, situated at 275 Ferguson Road, New Brighton, 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, lounge, kitchen, bathroom and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance including Value-Added Tax, 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 (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) plus Value-Added Tax] are also payable on the date of sale.

Dated the 2nd day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2440/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, versus Errol Pieterse, and Linette Annie Carol Pieterse

In pursuance of a judgment dated 27 October 1993, and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 2 December 1994 at 15:00:

Erf 1135, Algoa Park, in the Municipality and Division of Port Elizabeth, in extent 625 (six hundred and twenty-five) square metres, situated at 14 Ulyate Street, Young Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge, kitchen and two garages.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated the 1st day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 28985/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **F. Smith**, Eerste Verweerder, en **J. E. Smith**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 22 September 1994, sal die ondergemelde eiendom verkoop word op 9 Desember 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth-Suid, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 2579, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 205 (tweehonderd en vyf) vierkante meter, gehou kragtens Transportakte T60592/93, ook bekend as 28 Fern Glade, Fern Glade Plek, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis met twee slaapkamers, sitkamer, kombuis en badkamer is.

Geteken te Port Elizabeth op hierdie 27ste dag van Oktober 1994.

Stulding Delpot Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 20981/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **A. Smith**, Eerste Verweerder, en **V. J. Smith**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 26 Julie 1994, sal die ondergemelde eiendom verkoop word op 9 Desember 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 1473, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 750 (sewehonderd en vyftig) vierkante meter, gehou kragtens Transportakte T52647/93, ook bekend as Keetsingel 20, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingwoonhuis met teëldak is, bestaande uit sitkamer, eetkamer, drie slaapkamers, een en 'n halwe badkamers en garage.

Geteken te Port Elizabeth op hierdie 1ste dag van November 1994.

Stulding Delpot Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 27019/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. G. F. Michillies**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 19 September 1994 sal die ondergemelde eiendom verkoop word op 9 Desember 1994 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 376, Clarendon Marine, in die plaaslike gebied Seaview, afdeling Port Elizabeth, groot 1 287 (eenduisend tweehonderd sewe-en-tagtig) vierkante meter, gehou kragtens Transportakte T2633/92, ook bekend as Marinaweg 40, Clarendon Marine-uitbreiding 2, Seaview, Port Elizabeth.

Hoewel niks gewaarborg word nie, bestaan die eiendom uit 'n leë erf waarop geen geboue opgerig is nie.

Geteken te Port Elizabeth op die 1ste dag van November 1994.

Stulding Delpot Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 342/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. F. C. Kraft**, Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Dinsdag, 29 November 1994 om 10:00, by Erf 7242, Mosselbaai, geleë te hoek van Heide- en 19E Acutastraat, Danabaai, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 7242, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 857 (agthonderd sewe-en-vyftig) vierkante meter. Onverbeterd.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die voorwaardes van die Titellakte waaronder dit gehou word.

2. (1/10) Een-tiende van die koopprijs moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprijs, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Case 1663/94

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

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Nazley Louw**, Judgment Debtor

In pursuance of a judgment granted on 7 October 1994, in the Hermanus Magistrate's Court, the following property will be sold to the highest bidder on 15 December 1994 at 11:30, at Unit 40, Silver Oaks, D8 Main Road, Hermanus:

Description: Sections 40 and 85, Silver Oaks, situated at Hermanus in the Municipality of Hermanus.

In extent: 26 (twenty-six) and 16 (sixteen) square metres respectively.

Postal address: Unit 40, Silver Oaks, D8 Main Road, Hermanus.

Improvements: Dwelling: Lounge, kitchen, bedroom, bathroom/toilet and garage.

Held by Deed of Transfer No. 15708/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per 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 on this 24th day of October 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Saak 636/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SIMONSTAD GEHOU TE SIMONSTAD

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **James Alexander Robert MacGregor** (TDW/BL/Z12803), Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 7 Desember 1994 om 12:00, op die plek te Rustingsingel 12, Marina da Gama:

Erf 93893, Muizenberg, in die munisipaliteit Kaapstad, afdeling Kaap, groot 626 vierkante meter, gehou deur die Verweerder kragtens Transportakte T82587/92.

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 titelakte.

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 20,25% (twintig komma twee vyf persent) per annum, op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 20,25% (twintig komma twee vyf persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer asook dubbelmotorhuis.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Simonstad, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 25ste dag van Oktober 1994.

T. R. de Wet, vir Marais Müller, Prokureur vir Vonnisskuldeiser, 19de Verdieping, Cartwright's Corner-gebou, Adderleystraat, Kaapstad.

Saak 3499/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **F. & F. Champfer**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 20 April 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Tasmarstraat 17, Kleinvlei, per publieke veiling te koop aangebied op 7 Desember 1994 om 11:45:

Erf 3058, Kleinvlei, ook bekend as Tasmanstraat 17, Kleinvlei, afdeling Stellenbosch, groot 377 vierkante meter, gehou kragtens Transportakte T22972/93.

Voorwaardes:

1. Die eiendom sal deur die afsaler en/of Balju, Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderheilig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrekte word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

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

Datum: 3 November 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN373.)

Case 22609/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, versus Gamat Kassiem Haywood

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 8 December 1994 at 10:00:

Erf 6732, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 183 (one hundred and eighty-three) square metres, held by Deed of Transfer T36260/91, situated at 118 Harvester Way, Westridge, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 7144/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, versus Barend Zacharias van der Merwe and Rozaan van der Merwe

The following property will be sold in execution by public auction held at 2 Tennant Street, Kraaifontein, to the highest bidder on 8 December 1994 at 11:45:

Erf 6632, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T43976/93, situated at 2 Tennant Street, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and outbuildings detached single garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2336/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Ltd, formerly S A Permanent Building Society, Plaintiff, and **Magdalena Hendrina Margaritha Woodrow**, Defendant

The property which will be put up to auction at 37 Church Street, Humansdorp, on Friday, 2 December 1994 at 11:00, and comprises:

Description: Erf 5240, Jeffreys Bay, situated in the Municipality of Jeffreys Bay, Division of Humansdorp, in extent 658 square metres.

Street address: 64 Salie Street, Jeffreys Bay.

Improvements: The sale shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Humansdorp at 37 Church Street, Humansdorp, on the day and at the time and place stated above to the highest bidder with such reserve price as may be stipulated by any preferent creditor or local authority in terms of rule 46 (5) (a) of the Rules of the Supreme Court or failing such stipulation, without reserve.

2. The sale shall be for rands and no bid of less than R1 shall be accepted.

3. If any dispute arises about any bid, the property may be put up to auction again.

L. Butlion, for J. S. Levy & Levy, P.O. Box 10, Uitenhage, 6230. [Tel. (041) 922-7911.] [Fax. (041) 922-7952.]

Case 2395/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, formerly SA Permanent Building Society, Plaintiff, and **Patric Roberts**, married in community of property to **Mary Roberts**, Defendant

In terms of a judgment given in the Magistrate's Court at Somerset West on 22 July 1994 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 410, Firgrove, in the Local Area of Macassar, Division of Stellenbosch, measuring 312 square metres, held by Deed of Transfer T40568/84, also known as 3 Kiaat Street, Salvo Park, Firgrove, will be sold in execution on 13 December 1994 at 15:00, at 3 Kiaat Street, Salvo Park, Firgrove, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Somerset West, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The seller shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner with *inter alia* a dwelling thereon.

Dated at Somerset West this 2nd day of November 1994.

P. du Toit, for Morkel & De Villiers Inc., Second Floor, Boland Bank Building, 139 Main Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 25609/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **Funani Nelson Gili**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 6 September 1994 and a writ of execution dated 14 September 1994, the property listed hereunder will be sold in execution on 2 December 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 224, kwaDwesi Extension 2, Administrative District of Port Elizabeth, measuring 275 (two hundred and seventy-five) square metres, situated at 20 Nqanqa Street, kwaDwesi Phase 3, Port Elizabeth.

Improvements: Although not guaranteed, it consists of brick single storey, private dwelling with fitted carpets, kitchen, lounge, two bedrooms, bathroom and w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 31st day of October 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth. [Tel. (041) 56-4636.]

Saak 2514/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Nadlem Bester**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 September 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 8 Desember 1994 om 10:00, op die perseel te Erf 5186, Mauritiusstraat 3, Saxonsea, Atlantis, 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 5186, Wesfleur, geleë in die plaaslike residensiële gebied Atlantis, afdeling Kaap, groot 619 vierkante meter, gehou kragtens Transportakte 35951/91.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n woonhuis met asbesdak, sitkamer, kombuis, drie slaapkamers, badkamer, dubbelgarage en stoorkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of Die Balju van die Landdroshof, Malmesbury [Tel. (0224) 2-3090].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Malmesbury [Tel. (0224) 2-3090].

Datum: 31 Oktober 1994.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2033.)

Case 2874/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Joseph Daniel Pienaar**, First Defendant, and **Alie Pienaar**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Goodwood and writ of execution dated 8 April 1993, the property listed hereunder and commonly known as 4 Lynn Street, Sandhurst, Elsie's River, will be sold in execution in front of the Magistrate's Court, Goodwood, on Monday, 5 December 1994 at 12:00, to the highest bidder:

Erf 32043, Goodwood, situated in the Local Area of Elsie's River, Administrative District Cape, in extent 258 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, Goodwood, Epping Avenue, Elsie's River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 20th 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.1465.)

Case 21435/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **Welcome Mzukisi Hompa**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 8 August 1994 and a writ of execution dated 5 September 1994, the property listed hereunder will be sold in execution on 2 December 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 5535, Motherwell, in the area of the Town Council of Motherwell, Division of Uitenhage, measuring 454 (four hundred and fifty-four) square metres, situated at 98 Sangxa Street, Motherwell NU3, Port Elizabeth.

Improvements (although not guaranteed): It consists of brick under tile single storey private dwelling with fitted carpets, kitchen, lounge, dining-room, two bedrooms, bathroom, w.c. and fenced boundary.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 28th day of October 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth. [Tel. (041) 56-4636.]

Saak 3366/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Willem Pieterse**, Eerste Eksekusieskuldenaar, en **Johanna Mavis Pieterse**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 13 Oktober 1994, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 29 November 1994 om 10:00, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 4071, Pacaltsdorp, in die munisipaliteit Pacaltsdorp, afdeling George (ook bekend as hoek van Reier- en Leperlaan, Pacaltsdorp), groot 474 vierkante meter, gehou kragtens Titellakte T18912/1989.

Verbeterings: Enkelverdiepingwoonhuis bestaande uit twee slaapkamers, kombuis, sitkamer, eetkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaarde onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 16,5% (sestien komma vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnissskuldenaar voor die veiling die afslaer en die Balu voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnissskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnissskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 26ste dag van Oktober 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 4128/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Arthur Daniels**, Eerste Eksekusieskuldenaar, en **Joan Daniels**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 13 Oktober 1994, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 29 November 1994 om 10:30, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 8427, George, in die munisipaliteit en administratiewe distrik George (ook bekend as De Beerstraat, Borchards, George), groot 1 501 vierkante meter, gehou kragtens Titellakte T23415/1982.

Verbeterings: Enkelverdiepingwoonhuis bestaande uit besigheidsperseel.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaarde onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 16,5% (sestien komma vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balu voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 26ste dag van Oktober 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 4129/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Raymond Dumentlango Sonti**, Eerste Eksekusieskuldenaar, en **Lindiwe Jane Sonti**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 13 Oktober 1994, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 29 November 1994 om 11:00, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 451, Tyolora, in die administratiewe distrik George (ook bekend as Matroosstraat, Thembaletu, George), groot 260 vierkante meter, gehou kragtens Titellakte TL3428/89.

Verbeterings: Enkelverdiepingwoonhuis bestaande uit drie slaapkamers, kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalinge van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaarde onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 15,25% (vyftien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balu voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 26ste dag van Oktober 1994.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 5765/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited**, Plaintiff, and **Sylvester Mtengwane**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 16 March 1994, and a writ of execution dated 25 March 1994, the property listed hereunder will be sold in execution on 2 December 1994, at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15.

Certain: Erf 1262, Motherwell NU 5 Phase 1, in the Municipal and Administrative District of Uitenhage, measuring 374 (three hundred and seventy-four) square metres, situated at 20 Hlobo Street, Motherwell NU 5, Port Elizabeth.

Improvements: Although not guaranteed, it consists of block under tile, single-storey private dwelling with lounge, kitchen, dining-room, three bedrooms, bathroom, and w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates Courts Act, and the rules made thereunder and of the Title Deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25 (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth on this the 28th day of October 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-4636.]

Saak 1412/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Boland Bank Beperk**, Eksekusieskuldeiser, en **G. G. Paulse**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, op 21 April 1994, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 7 Desember 1994 om 10:00, te Goedverwachtstraat 33, Mamre, 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 bogemelde Balju.

Sekere Erf 362, Mamre, in die voorstad Mamre, Registrasieafdeling Kaap, groot 506 vierkante meter, ook bekend as Goedverwachtstraat 33, Mamre.

Na bewering is die eiendom, 'n woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R20 000 (twintig duisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) en 'n minimum van R200 (twee honderd rand) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 22% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank Beperk, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op hede die 28ste dag van Oktober 1994.

Pierre du Plessis & Mostert, Prokureur vir Skuldeiser, Vertitasgebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7300.

Saak 27830/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Boland Bank Beperk**, Eiser, en **Abdul Kader Tahier**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 24 Junie 1992, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 7 Desember 1994 om 2:00, op die perseel te Murtonweg 46, Rylands Estate, 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 35364, Kaapstad, te Athlone, in die munisipaliteit Kaapstad, afdeling Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T24852/1981.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, kombuis, sitkamer, eetkamer, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3430).

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, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3430).

Datum: 28 Oktober 1994.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Ref. JF/LA/B2032.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ivan Peter Bester**, Defendant

In terms of a judgment given in the Magistrate's Court at Strand, on 25 March 1994, under a warrant of execution issued thereafter, the following immovable property known as:

Erf 11868, Strand, in the Municipality of the Strand, Division of Stellenbosch, measuring 553 square metres, held by Deed of Transfer T5309293, also known as 76 Webb Street, Strand, will be sold in execution on 14 December 1994 at 10:30, at 76 Webb Street, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned. The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates Courts Act, and the rules made thereunder.
2. The seller shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen (14) days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: With, *inter alia*, a dwelling thereon.

Dated at Somerset West on this the 26th day of October 1994.

Morkel & De Villiers Inc., c/o P. du Toit, Second Floor, Boland Bank Building, 139 Main Street, P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Saak 734/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **I. H. S. Sampson**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 25 Augustus 1994, sal die hierondervermelde eiendom verkoop word op 14 Desember 1994 om 10:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 2965, Ceres, afdeling Ceres, groot 489 vierkante meter, gehou kragtens Akte van Transport T6296/91, bekend as Buitekantstraat 28, Ceres, 6835.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Onbeboude erf.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Ceres, en by die ondergetekendes.

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

Geteken te Worcester op hierdie 25ste dag van Oktober 1994.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QS0208.)

Case 57/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GRAAFF-REINET HELD AT GRAAFF-REINET

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **T. J. Koopman**, First Execution Debtor, and **M. A. Koopman**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Graaff-Reinet dated 16 February 1993, and in pursuance of an attachment in execution dated 29 September 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, Graaff-Reinet, in front of the Magistrate's Court, Graaff-Reinet, on Friday, 2 December 1994 at 10:00, of the following immovable property situated at 4 Eland Street, Kroonvale, Graaff-Reinet:

Zoned: Residential, being Erf 3843, Graaff-Reinet, situated in the Municipality and Division of Graaff-Reinet, in extent 3490 square metres, held by Thys Johannes Koopman and Margarret Ann Koopman, under Deed of Transfer T9255/79, 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 iron roof with lounge, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Graaff-Reinet.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 0000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 25th day of August 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, c/o Nedcor Bank Ltd, 38A Caledon Street, Graaff-Reinet.

Case 7347/94

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **Winston Peters**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 29 September 1994 and in pursuance of an attachment in execution dated 5 October 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 1 December 1994 at 11:00, of the following immovable property situated at 9 Swallow Drive, Rosedale, Uitenhage:

Zoned: Residential, being Erf 10222, Uitenhage, in the Municipality and Division of Uitenhage, in extent 502 square metres, held by Winston Peters, under Deed of Transfer T84124/92, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached brick dwelling under asbestos with lounge, two bedrooms, kitchen, bathroom and single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the Office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 25th day of October 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 7348/94

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **K. Myburgh**, First Execution Debtor, and **M. M. Myburgh**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 3 October 1994, and in pursuance of an attachment in execution dated 6 October 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court in front of the Magistrate's Court, Uitenhage, on Thursday, 1 December 1994 at 11:00, of the following immovable property situated at 28 Magennis Street, Uitenhage:

Zoned: Residential, being Erf 16384, Uitenhage, in the Municipality and Division of Uitenhage, in extent 397 square metres, held by Kobus Myburgh and Maria Magdalena Myburgh, under Deed of Transfer T33679/94 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 iron roof with lounge, two bedrooms, kitchen/dining-room, bathroom, servants' quarters and single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the Office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 24th day of October 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 13409/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. C. en S. M. E. Kotze**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 24 November 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Hillstraat 47, Kraaifontein, per publieke veiling te koop aangebied op 14 Desember 1994 om 12:15:

Restant Erf 330, Kraaifontein, ook bekend as Hillstraat 47, Kraaifontein, afdeling Paarl, groot 744 vierkante meter, gehou kragtens Transportakte T60977/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer 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 koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 19,25% (negentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes 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.

Datum: 1 November 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EKN216.)

Case 17272/94

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

ABSA Bank Limited, trading as United Bank, *versus* **John Courtis Rutherford** and **Patricia Hazel Rutherford**

The following property will be sold in execution at the site of the property, 17 Buckingham Mews, Mocke Road, Diep River, Western Cape, on Tuesday, 13 December 1994 at 12:00, to the highest bidder:

A unit consisting of:

1 (a). Section 30 as shown and more fully described on Sectional Plan SS344/1991 in the scheme known as Buckingham Mews (formerly Regency Manor), in respect of the land and building or buildings situated at Diep River, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is one hundred and thirty-nine (139) square metres in extent; and

2 (b). an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. The Right to an Exclusive Use Area, described as Yard Area Y30, measuring 33 (thirty-three) square metres, being as such part of the common property, comprising the land and the scheme known as Buckingham Mews (formerly Regency Manor) in respect of the land and building or buildings situated at Diep River, in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS344/1991, held under Notarial Deed of Cession SK3614/1992, held by Deed of Transfer T11915/1992, also known as 17 Buckingham Mews, Mocke Road, Diep River, Western Cape.

1. The following improvements are reported but not guaranteed: Sectional Title Unit: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet, garage and carport.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. 4U107198/gl.)

Case 1124/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **First National Bank of S A Limited**, Plaintiff, and **Harry Thomas Abraham Olivier**, Defendant

In pursuance of a judgment dated 5 August 1994 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 2 December 1994 at 15:00:

Erf 14471, Bethelsdorp Extension 32, situated at 9 Jonquil Avenue, Bethelsdorp Extension 32, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under asbestos roofing.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A A Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R100 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth this 1st day of November 1994.

Cornish & Bowes, Plaintiff's Attorneys, 96 Second Avenue, Newton Park, Port Elizabeth. (Ref. Mrs Nell.)

Case 1498/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Henry John Lewis**, Judgment Debtor

In pursuance of a judgment granted on 25 February 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 15 December 1994 at 09:00, at Kuils River Court-house:

Description: Erf 4077, Kleinvlei, in the Local area of Blue Downs, Stellenbosch Division, in extent two hundred and fifty-eight (258) square metres.

Postal address: 7 Smarag Close, Kleinvlei, Eerste River.

Improvements: Dwelling: Three bedrooms, kitchen, bathroom, toilet, dining-room and lounge, held by Deed of Transfer 71154/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per 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 3rd day of November 1994.

Van Niekerk HC, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z55556/HVN/Mrs Wolmarans.)

**Case 6846/92
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Karine Anne Brusatori**, 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 9 Bailey Way, Edgemoor, on Tuesday, 20 December 1994 at 10:30, 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, 29 Northumberland Avenue, Bellville:

Erf 30908, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 628 square metres, and situated at 9 Bailey Way, Edgemoor.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 81 square metre main dwelling consisting of an entrance hall, dining-room, lounge, kitchen, three bedrooms, bathroom, water closet and a 71 square metre outbuilding consisting of garage, servants' quarters and a water closet with shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 4th day of November 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S764/1979.)

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 **George Leonard Smith**, First Defendant, and **Gertruida Smith**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 15 Da Vinci Street, Macassar, on Friday, 9 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, 107 Boland Bank Building, Main Road, Strand:

Erf 739, Macassar, in the Local Division of Macassar, Division of Stellenbosch, in extent 684 square metres, and situated at 15 Da Vinci Street, Macassar.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 115 square metre main dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, water closet and a 19 square metre outbuilding consisting of garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 4th day of November 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1239/3376.)

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 **Pieter Charl Venter**, 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 2 Vier Eike, 81 Bird Street, Stellenbosch, on Wednesday, 14 December 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, Purdon Gilmour Building, 137 Dorp Street, Stellenbosch:

(a) Section 2, as shown and more fully described on Sectional Plan SS48/1986, in the scheme known as Vier Eike, in respect of the land and building or buildings situated at Stellenbosch, in the Municipality of Stellenbosch of which the floor area, according to the said sectional plan, is 39 (thirty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and situated at 2 Vier Eike, 81 Bird Street, Stellenbosch.

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

A 39 square metre main dwelling consisting of a living-room, bedroom, bathroom and kitchen.

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 4th day of November 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1117/3115.)

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Kelvin Arthur Kannemeyer**, First Execution Debtor, and **Anita Davids**, Second Execution Debtor

The following property will be sold in execution at the premises, namely 20 Soho Crescent, Malibu Village, Blue Downs, on Wednesday, 7 December 1994 at 11:00, to the highest bidder:

Certain: Erf 3119, Blue Downs, in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 350 (three hundred and fifty) square metres, held by Deed of Transfer T48827/89, also known as 20 Soho Crescent, Malibu Village, Blue Downs.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deeds of the property in so far as same are applicable.

2. The following improvements on the property are reported but nothing is guaranteed:

Dwelling with two bedrooms, bathroom, toilet, lounge and kitchen.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum (calculated on the Judgement Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 (fourteen) days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, 29 Northumberland Street, Bellville.

Dated at Cape Town on this 4th day of November 1994.

Van Dyk Potgieter, Judgment Creditor's Attorneys, Fifth Floor, Monex House, 47 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. F. C. Dorey/svd/1506.51342.)

Case 2738/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Welile Tshetu**, Defendant

In the above matter a sale will be held on Friday, 2 December 1994 at 09:00, at the Kuils River Magistrate's Court, Van Riebeeck Road, Kuils River, being Erf 243, Mfuleni, in the area of the Town Council of Mfuleni, District of Stellenbosch, measuring 320 square metres, also known as 6 Ziqhamo Avenue, Mfuleni.

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 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 of two bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River 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 12751/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sylvan Peter Korsten**, Defendant

In the above matter a sale will be held on Tuesday, 6 December 1994 at 12:15, at the site of 49 Heron Walk, Hagley, being Erf 111, Hagley, in the Lower Kuils River Local Area No. 1, Stellenbosch Division, measuring 471 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 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): Vacant plot.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the 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 10315/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ashley Ian Jeppe**, First Defendant, and **Jane Jeppe**, Second Defendant

In the above matter a sale will be held on Tuesday, 6 December 1994 at 13:00, at the site of 17 Pokkiesdoring Crescent, Delft, being Erf 4313 Delft, in the Local Area of Blue Downs, Cape Division, measuring 242 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. (1/10) One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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): A brick dwelling with an asbestos roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River, 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 942/94**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 **Mr C. Sawuti**, 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 5 December 1994 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 1813, King William's Town, Municipality and Division of King William's Town, in extent 559 (five hundred and fifty-nine) square metres, being 22 Thomas Street, King William's Town, held by Deed of Transfer T3194/1992.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 3rd day of November 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. Wood/lrw.)

Case 12812/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD IN MITCHELLS PLAIN**

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Colin Cedric Januarie**, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain, on 6 December 1994 at 10:00, to the highest bidder:

Erf 34082, measuring 253 square metres, held by 36008 dated 30 September 1985, situated at 36 Knobwood Street, Eastridge, Mitchells Plain.

1. The following improvements on the property are reported, but nothing is guaranteed: Unknown.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance, plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. 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. 108490/Mrs Liebrandt.)

Case 10999/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

ABSA Bank Limited, trading as United Bank *versus* **Magomat Nadien Frizlar**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 8 December 1994 at 10:00:

Erf 40880, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 242 (two hundred and forty-two) square metres, held by Deed of Transfer T71641/91, situated at 51 Marianna Crescent, Morgenster, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, bathroom/toilet and three bedrooms.
3. **Payment:** 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer, against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 15089/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Frank van Wyk and Heidie Ronel van Wyk**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 8 December 1994 at 10:00:

Erf 12146, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 160 (one hundred and sixty) square metres, held by Deed of Transfer T98281/93, situated at 4 Tempest Road, Rocklands, Mitchells Plain.

Conditions of sale:

The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 17th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 16234/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Cedric Easton Fry and Sylvia Yvonne Fry**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 8 December 1994 at 10:00:

Erf 15401, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 220 (two hundred and twenty) square metres, held by Deed of Transfer T8912/89, situated at 15 San Francisco Street, Portlands, Mitchells Plain.

Conditions of sale:

The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 17th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 624/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **Steyns Transport**, Vonnisskuldeiser en **C. A. King**, Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof, Caledon, op 11 Mei 1993, en 'n lasbrief vir eksekusie uitgereik op 16 September 1994, sal die eiendom bekend as:

Erf 905, Caledon, geleë in die munisipaliteit en afdeling Caledon, geleë te Sterlingstraat 10, Caledon, groot 435 vierkante meter, gehou kragtens Transportakte T3539/83, in eksekusie verkoop word op 7 Desember 1994 om 11:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Caledon, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik betaal en sal 'n bank- of bogenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die Vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: 'n Woonhuis met buitegeboue.

Gedateer te Hermanus op die 21ste dag van Oktober 1994.

L. B. Vorster, vir Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

Saak 666/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **A. White Auto Shop**, Vonnisskuldeiser en **C. A. King**, Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 10 Maart 1994, en 'n lasbrief vir eksekusie uitgereik op 16 September 1994, sal die eiendom bekend as:

Erf 905, Caledon, geleë in die munisipaliteit en afdeling Caledon, geleë te Sterlingstraat 10, Caledon, groot 435 vierkante meter, gehou kragtens Transportakte T3539/83, in eksekusie verkoop word op 7 Desember 1994 om 11:30, te bogenoemde adres op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Caledon, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die Vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: 'n Woonhuis met buitegeboue.

Gedateer te Hermanus op die 21ste dag van Oktober 1994.

L. B. Vorster, vir Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

Case 7763/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Hendrik Johnson**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Malmesbury, dated 26 January 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 6 December 1994 at 10:00:

Erf 942, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent 630 (six hundred and thirty) square metres.

Street address: 13 Centaur Street, Wesfleur, Atlantis.

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 1994, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Lounge, kitchen, two bedrooms, bathroom and w.c.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 11 St John Street, Malmesbury.

(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 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 24th day of October 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 516/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Stephan John Scheffers** en **Chrissie Hettie Scheffers**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Ceres, gehou te Ceres, in bogemelde saak, sal 'n verkoping sonder reserwe, op die perseel, op 2 Desember 1994 om 11:00, gehou word op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder, naamlik:

Sekere Erf 5036, geleë te Ceres (ook bekend as St Georgestraat 8, Ceres), groot 470 (vierhonderd-en-sewentig) vierkante meter, onderworpe aan sekere voorwaardes en servitude en gehou kragtens Akte van Transport T59513/92.

Die volgende inligting word verstrek, dog ten opsigte hiervan kan niks gewaarborg word nie: Onverbeterde eiendom.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 dae na afloop van die veiling. Die voorwaardes van die verkoping kan in die kantoor van die ongemelde afslaaers tydens kantoorure besigtig word.

Gedateer te Ceres die 21ste dag van Oktober 1994.

P. J. Kotzé, vir Hauptfleisch & Kotzé, Prokureurs vir Eiser, Voortrekkerstraat 85, Posbus 6, Ceres. [Tel. (0233) 2-1090.] (Verw. mnr. Kotzé/cb.)

Case 6833/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Bernhardt Rudolph Buys**, Defendant

In the above matter a sale will be held on Thursday, 8 December 1994 at 12:30, at the site of 102 Jakaranda Street, Brackenfell, being:

Erf 746, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, measuring 1 007 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 stand 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, dining-room, one and a half bathroom, kitchen and single garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 7702/94

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

ABSA Bank Limited, trading as United Bank *versus* **Angela Mary Farrenkothen**

The following property will be sold in execution by public auction held at 8 Milner Avenue, Hout Bay, to the highest bidder on 5 December 1994 at 12:00:

Erf 4294, Hout Bay, in the Local Area of Hout Bay, Cape Division, in extent 594 (five hundred and ninety-four) square metres, held by Deed of Transfer T3514/92, situated at 8 Milner Avenue, Hout Bay.

Conditions of sale:

The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen/pantry, four bedrooms, two bathrooms, bar area, family room, double garage, shower/toilet and swimming-pool.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 20th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 27796/93

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Abdul Wahaab Badroodien**, Judgment Debtor

In pursuance of a judgment granted on 7 July 1993, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 7 December 1994 at 10:00, at Wynberg Court-house:

Description: Erf 35375, Cape Town at Athlone, in the City of Cape Town, Cape Division, in extent four hundred and ninety-six (496) square metres, held by Deed of Transfer 20078/74.

Postal address: Mountain View 57, Carnie Road, Rylands Estate.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 26th day of October 1994.

H. C. van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W50685/HVN/Mrs Wolmarans.)

Saak 6189/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOÛ TE WORCESTER

In die saak tussen **Muller Terblanche & Beyers**, Eiser, en **Jakob Jacobus Kiego**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 29 Julie 1994, sal die hieronder-vermelde eiendom verkoop word op 5 Desember 1994 om 11:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 11300, Worcester, afdeling Worcester, groot 294 (tweehonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T16280/1990, bekend as Maraisstraat 100, Worcester, 6850.

Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie, naamlik: Enkelverdiepinghuis met asbesdak bestaande uit twee slaapkamers, sitkamer, kombuis, buite toilet, betonvloere en draadomheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester, en by die ondergetekendes.

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

Geteken te Worcester op hierdie 27ste dag van September 1994.

Muller Terblanche & Beyers, Kerkstraat 66, Worcester, 6850. (Verw. VK0579/gvdw.)

Case 10917/92

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

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Caroline Johanna Goodman**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 29 March 1993, the undermentioned property will be sold in execution at the premises on Monday, 5 December 1994 at 11:00:

Erf 126342, Cape Town at Bonteheuwel, in the Municipality of Cape Town, Division Cape, measuring 238 (two hundred and thirty-eight) square metres, held by Deed of Transfer T10540/90, comprising of brick building with asbestos roof, lounge, two bedrooms, bathroom, separate toilet and kitchen, and known as 214 Bonteheuwel Avenue, Bonteheuwel.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 20th day of October 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 15336/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Edwin Hermann Weyer and Melvin Leonard Weyer**, Plaintiffs, and **Mrs Sandra Lynn van Schoor**, Defendant

In pursuance of a judgment of the Court of the Magistrate at East London and a warrant of execution dated 22 April 1994, the property listed hereunder will be sold in execution, on 30 November 1994 at 09:00, in the main foyer at the Magistrate's Court, East London, to the highest bidder:

Portion 1 of Farm 970, East London Division, known as Innesfree, in extent 30,7562 hectares, held under Deed of Transfer T3818/1989, situated at in the main foyer at the Magistrate's Court, East London.

Conditions of sale: The property shall be sold to the highest bidder subject to the terms of the conditions of sale which are available for inspection at the office of the Sheriff of the court and the sale shall be subject to the provisions of the Magistrates' Courts Act. The purchase price shall be paid as to a deposit of 10% (ten per centum) on the date of the sale and the balance, together with interest, shall be paid or secured by an approved guarantee within 14 (fourteen) days of the date of the sale.

Dated at East London on this the 19th day of October 1994.

Cooper Conroy Bell & Richards Inc., Plaintiff's Attorneys, Second Floor, Allied Building, 7 Buxton Street, East London. (Ref. Mr Richards/jj/IVW615.)

Case 32/94

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 **Denise Paulse**, 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 5 December 1994 at 10:00:

Erf 21610, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 195 square metres, also known as 2 Salie Way, Lentegeur, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, lounge, kitchen 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 26th day of October 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 2537/94

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

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Willem Markus**, First Judgment Debtor, and **Anne Wilma Markus**, Second Judgment Debtor

In pursuance of a judgment granted on 13 September 1994, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder, on 5 December 1994 at 10:00, at Malmesbury Court-house:

Description: Erf 2319, Wesfleur in the Residential Local Area of Atlantis, Cape Division, in extent 700 (seven hundred) square metres.

Postal address: 4 Adenium Street, Protea Park, Wesfleur.

Improvements: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

Held by Deed of Transfer 6228/88.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 26th day of October 1994.

H. C. van Niekerk, for Van Niekerk Groenewald & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 27988/92

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

In the matter between **Radio Discotheque CC**, Plaintiff, and **Mike Viola**, Defendant

Please take notice that, in terms of the judgment of the Bellville Magistrate's Court and a warrant of execution against property, the undermentioned immovable property will be sold in execution on Friday, 9 December 1994 at 11:00, at 4 Willie Van der Poel Street, Parow Valley, to the highest bidder, namely:

Erf 15744, Parow, situated in the Municipality of Parow, Cape Division, Large 652 square metres, held by Deed of Transfer T12103/1988.

The following improvements are mentioned but not guaranteed: Three bedrooms, dining-room/lounge, toilet/bathroom and tiled roof.

The complete conditions of sale will be read prior to the auction and is available for perusal at the office of the Messenger of the Court.

Date: 2 November 1994.

L. E. Kelder & Co., 3 Old Dutch Square, old Paarl Road, Bellville; or P.O. Box 784, Sanlamhof, 7532. [Tel. (021) 949-3440.]

Case 4363/94

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

In the matter between **Saambou Bank Limited** (formerly Saambou National Building Society), Execution Creditor, and **K. A. Petersen**, First Execution Debtor, and **J. E. Petersen**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 22 August 1994, and in pursuance of an attachment in execution, dated 24 August 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 1 December 1994 at 11:00, of the following immovable property situated at 9 Carinus Drive, Vanes Estate, Uitenhage:

Zoned: Residential.

Being: Erf 9456, Uitenhage, in the Municipality and Division of Uitenhage, in extent 1 548 square metres, held by Keith Arthur Petersen and Juliana Elizabeth Petersen, under Deed of Transfer T34704/93, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached brick dwelling under tile roof with entrance hall, lounge, four bedrooms, dining-room, kitchen, two bathrooms, servants' quarters, double garage and 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 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 2nd day of November 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 1674/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Luyolo Donovan Hani**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 28 September 1994, the following property will be sold on Monday, 5 December 1994 at 10:00, at the Sheriff's Office, Eales Street, King William's Town, to the highest bidder:

Erf 299, Ginsberg, Division of King William's Town, in extent 438 square metres, held under Deed of Transfer TL1990/1992, being a brick under tiles dwelling and consisting of lounge, kitchen, three bedrooms, bath/water closet and dining-room. The outbuildings consist of a single garage, situated at 23 McPherson Street, Ginsberg Location, King William's Town.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) 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 fourteen (14) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at King William's Town this 31st day of October 1994.

Barnes and Ross, 126 Alexandra Road, King William's Town. (Ref. Mr Dormehl/08.)

Case 4749/93

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Moesa Abie Eyman**, First Execution Debtor, and **Cornelia Eyman**, Second Execution Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Strand, dated 19 October 1994, and a warrant of execution, the following property will be sold in execution on Wednesday, 7 December 1994 at 10:30, at the premises namely Erf 13247, Strand, situated in the Municipality of Strand, Division of Stellenbosch, measuring 306 (three hundred and six) square metres, or also known as 90 First Street, Strand, and held by Deed of Transfer T67449/91:

The property shall be sold to the highest bidder, without reserve and the sale will be subject to the provisions of the Magistrates' Courts Act as amended and the rules made thereunder.

The purchase price will be payable as follows:

(a) One tenth ($\frac{1}{10}$) of the purchase price in cash or by means of bank marked cheque to the Sheriff of the Court, for the account of the Execution Creditor such payment to be made on the day of the sale.

(b) The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these conditions of sale.

(c) In addition, the purchaser shall pay interest to the present bondholder, namely, Saambou Bank Limited, at the current rate of interest calculated on the balance owing under the mortgage bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, 4 Kleinbos Avenue, Strand.

Dated at Somerset West on this 2nd day of November 1994.

Ettiene Barnard, Attorney for Judgment Creditor, 17 St James Street, Somerset West; P.O. Box 111, Somerset West, 7129. [Tel. (024) 51-2340/1.]

Case 7756/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **De Wilger Farm (Pty) Ltd**, Plaintiff, and **The Trustees of the Hollywood Family Trust**, Defendant

In pursuance of a judgment of the above-mentioned Honourable Court in the above matter dated 27 July 1994, I shall sell in execution by public auction at The Kraal, Kraal Road, off Schaapkraal Road, Ottery, on 7 December 1994 at 10:00, and subject to the conditions of sale to be read at the sale, the following immovable property:

Erf 236, Schaapkraal in the Cape Division, measuring 3,240 (three two four nil) hectares, held by Deed of Transfer T7536/1994, situated at The Kraal, Kraal Road, off Schaapkraal Road, Ottery.

The conditions of sale will lie for inspection at my offices at 110 Maynard House, Maynard Road, Wynberg.

Dated at Cape Town this 1st day of November 1994.

A. Rubin, for Bernadt Vukic Potash & Getz, Plaintiff's Attorneys, Eighth Floor, 14 Long Street, Cape Town, 8001. (Ref. AR/jc/43507.)

Case 8336/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

ABSA Bank Limited, trading as United Bank (formerly United Bank Limited, formerly United Building Society Limited), *versus* **Mgcini Charles Ncanywa**

The following property will be sold in execution at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 9 December 1994 at 14:15, to the highest bidder:

Erf 634, kwaDwesi Extension 1, in extent 288 (two hundred and eighty-eight) square metres, held under Certificate of Right of Leasehold TL3613/88, situated at 9 Mkhobo Street, kwaDwesi, Port Elizabeth.

1. The following improvements are reported but not guaranteed:

Dwelling: Block under tiles dwelling, lounge, kitchen, two bedrooms and bath/water closet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Goldberg & De Villiers, Attorneys for Judgment Creditor, First Floor, University Chambers, 26 Bird Street, Port Elizabeth. (Ref. D. Ferreira/ejr.)

Case 22109/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Hendrik Botha**, (ID. No. 630518518084), First Execution Debtor, **Narien Botha** (ID. No. 6508280016086), Second Execution Debtor, and **Mercia Oosthuizen** (ID No. 6206270122002), Third Execution Debtor

In execution of the judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held at the Cape Town, Magistrate's Court, on Tuesday, 6 December 1994 at 09:30, in front of the Cape Town, Magistrate's Court-house:

Section 202, more fully described on Sectional Plan SS17/94, situated at 212 Dolphin Beach, Marine Drive, Table View, measuring 32 (thirty-two) square metres, held by Title Deed ST831/94.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above act.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Cape Town.

Dated at Cape Town on this the 1st day of November 1994.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z31358.)

Case 10307/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Warren Jacobs**, Judgment Creditor, and **Mogamat Usuf Adams**, First Judgment Debtor, and **Clara Georgina Wilhelmina Adams**, Second Judgment Debtor

In pursuance of a judgment granted on 6 October 1992 in Mitchells Plain Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 13 December 1994 at 12:00, at the Court-house, to the highest bidder:

Description: Erf 13288, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 150 (one hundred and fifty) square metres, postal address 25 Wellesley Road, Rocklands.

Improvements: Duplex: Two bedrooms, toilet, bathroom, lounge and kitchen.

Held by the Defendant in his name under Deed of Transfer T21663/92.

1. The sale shall be subject to the terms and conditions of the Magistrates Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff's or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 6 Mulberry Mall, Strandfontein.

Dated at Mitchells Plain on this the 27th day of October 1994.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine & Katdoring Roads, Eastridge, Mitchells Plain. [Tel. (021) 391-14865.] [Fax. (021) 391-3811.]

Case 15082/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Linda Henry Grootboom**, Judgment Debtor

In pursuance of a judgment granted on 19 August 1994, in the Port Elizabeth Magistrate's Court, the following property will be sold to the highest bidder on 9 December 1994 at 14:15, at entrance to new Law Court, Port Elizabeth:

Description: Erf 647, kwaDesi Extension 2, in the Administrative District of Port Elizabeth, in extent 550 (five hundred and fifty) square metres, postal address Erf 647, kwaDesi, Phase 3, Mbinda Street, Port Elizabeth.

Improvements: Dwelling: Lounge/dining-room, three bedrooms, ensuite, bathroom/toilet and kitchen.

Held by Deed of Transfer No. 2201/90.

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:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per 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 on this the 31st day of October 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W56835/HVN/Mrs Wolmarans.)

Case 49665/91

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

Nedcor Bank Limited versus **Estate late Zwelake Tommy Lali**

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 2091, Khayelitsha, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 178 square metres, situated at B57 Kgati Street, Khayelitsha.

Improvements (not guaranteed): Single dwelling under an asbestos sheeting roof, consisting of approximately two bedrooms, kitchen and bathroom/toilet/hand basin.

Date of sale: 8 December 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 2nd day of November 1994.

Pincus, Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 16158/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Fatiema Assur**, 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 9 Gilfillan Street, Paarl, on Tuesday, 6 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 for the Supreme Court, Paarl:

Erf 6230, Paarl in the Municipality of Paarl, Division of Paarl, measuring 496 (four hundred and ninety-six) held by Deed of Transfer T44911/1993, also known as 9 Gilfillan Street, Paarl. (Hereinafter referred to as "the property").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance hall, lounge/dining-room, study, kitchen, three bedrooms, bath, bath/water closet/shower and water closet.

There is also a garage and carport.

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), and a minimum charge of R100 (one hundred rand).

Dated at Cape Town this 31st day of October 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/39023.)

Case 9303/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited (trading as United Bank) *versus* **William Walter Carls and Denise Emelda Carls**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 December 1994 at 09:00, to the highest bidder:

Erf 8403, Brackenfell, in extent 320 square metres, held by T54132/1989, situated at 8 Rochelle Way, Northpine, Brackenfell, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 Riebeeck Street, Cape Town. (Ref. DOU2473/100301/gl.)

Case 6505/90

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

ABSA Bank Limited (trading as United Bank), *versus* **David van Neel and Catharina Johanna van Neel**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Western Cape, on Monday, 12 December 1994 at 14:00, to the highest bidder:

Erf 16417, Parow, in extent 332 square metres, held by T21508/1989, situated at 31 Marion Crescent, Ravensmead, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, pantry, 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. DOU0711/10081/gl.)

Case 25032/91

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

ABSA Bank Limited (trading as United Bank), *versus* **Derek Johan van Diemen and Michelle Justine van Diemen**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 2, Mandalay, in extent 564 square metres, held by T58901/1990, situated at 48 Auber Avenue, Mandalay, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, family room, dining-room/kitchen, three bedrooms, bathroom/toilet, shower/toilet and detached double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 Riebeeck Street, Cape Town. (Ref. D1U0579/104360/gl.)

Case 4091/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited (trading as United Bank), *versus* **Matthys Johannes Burger and Irene Burger**

The following property will be sold in execution at the site of the property, 31 Lista Crescent, Vredeklouf, Brackenfell, Western Cape, on Wednesday, 14 December 1994 at 13:00, to the highest bidder:

Erf 8813, Brackenfell, in extent 333 square metres, held by T26673/1992, situated at 31 Lista Crescent, Vredeklouf, Brackenfell, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, two bedrooms, bathroom/toilet and detached 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4A0175/106066/gl.)

Case 47491/89

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

ABSA Bank Limited, trading as United Bank, *versus* **Andrew Eric Kock and Venita Priscilla Kock**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 13 December 1994 at 12:00, to the highest bidder:

Erf 7489, Mitchells Plain, in extent 168 square metres, held by T27575/1988, situated at 29 Cormorant Road, Rocklands, Mitchells Plain, 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. D9U2409/104401/gl.)

Case 9555/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Hendry September Titus and Cathleen Titus**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 December 1994 at 09:00, to the highest bidder:

Erf 8638, Kuils River, in extent 435 square metres, held by T42337/1989, situated at 7 Hatford Street, Highbury, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D1U1174/107292/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Samuel Johannes Cupido and Margaret Rose Cupido**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 471, Weltevreden Valley, in extent 333 square metres, held by T31566/1989, situated at 7 Anfield Crescent, Weltevreden Valley, 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. D2U1556/103408/gl.)

Case 10127/94
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IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Katriena Absalon**, 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 16C Springfield Terrace, Queens Street, Woodstock, on Tuesday, 13 December 1994 at 12:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

(a) Section 16, as shown and more fully described on Sectional Plan SS257/93, in the scheme known as Springfield Terrace C in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 31 (thirty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

(c) an exclusive area described in G8 being Arden Area G8, measuring 7 (seven) square metres being as such part of the common property, comprising the land and the scheme known as Springfield Terrace C in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS257/93, held under Notarial Deed of Cession SK2617/93;

(d) an exclusive use area described as Y8 being Yard 8, measuring 14 (fourteen) square metres being as such part of the common property, comprising the land and the scheme known as Springfield Terrace C in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS257/93 held under Notarial Deed Cession SK2617/93;

and situated at 16C Springfield Terrace, Queens Street, Woodstock.

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

A 31 square metre main dwelling consisting of an entrance hall, family room, bedroom, bathroom and kitchen, a seven square metre garden and a 14 square metre yard.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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), and a minimum charge of R200 (two hundred rand).

Dated at Montague Gardens this 7th day of November 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1841/4617.)

Case 12861/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited, versus Mxolisi Michael Ngombane

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 13178, Khayelitsha, the area of the jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 78 square metres, situated at P62 Site B, Khayelitsha.

Improvements (not guaranteed): Single dwelling under an asbestos sheeting roof consisting of approximately two bedrooms, lounge/kitchen and bathroom/toilet.

Date of sale: 8 December 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont this the 4th day of November 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 47875/89

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

Nedcor Bank Limited, versus Thokozile Sylvia Ngceza

The property: Erf 24195, Khayelitsha, in the area of the Jurisdiction of the Town Committee of Lingeletu West, Administrative District of the Cape, in extent 294 square metres, situated at 10 Pear Circle, Tembani Village, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos tiled roof consisting of approximately three bedrooms, lounge/dining-room, kitchen and bathroom/toilet/hand basin.

Date of sale: 8 December 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont this the 7th day of November 1994.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 49158/90

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

Nedcor Bank Limited versus Qinisele Doctor Nkukwana

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 2480, Khayelitsha, in the area of the Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape.

In extent 177 square metres, situated at C 78 Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos sheeting roof consisting of approx. bedroom, kitchen and bathroom/toilet/hand basin.

Date of sale: 8 December 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price therein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 7th day of November 1994.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

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

Nedcor Bank Limited versus Mosluoa Elias Phamoli, married in community of property to Victoria Maphamodi Phamoli

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 3620, Khayelitsha, in the area of the Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape.

In extent 186 square metres, situated at F 495 Mankayi Crescent, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos sheeting roof consisting of approx. bedroom, kitchen and bathroom/toilet/hand basin.

Date of sale: 8 December 1994 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 7th day of November 1994.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 2714/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Isak J. en Elizabeth M. Coetzee**, Vonnisskuldenaars

Die volgende onroerende eiendom sal in eksekusie verkoop word op 2 Desember 1994 om 12:00, te Boswewerstraat 15, Louwville, Vredenburg, 7380, naamlik:

Erf 3447, Vredenburg, geleë in die munisipaliteit Vredenburg-Saldanha, Administratiewe distrik Malmesbury, groot 598 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte T468/90 en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg): Twee slaapkamerwoonhuis met kombuis, sitkamer en badkamer.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966, en Wet No. 36 van 1966.

2. Een tiende van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. [Tel. (02281) 4-2244.]

Case 22995/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

The Standard Bank of South Africa Limited versus Michael Wayne Neilson

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, 153 Athens Road, Table View, 7441, on Tuesday, 6 December 1994 at 14:00:

Erf 5061, Milnerton, in the Municipality of Milnerton, in extent 1 004 (one thousand and four) square metres, held by Deed of Transfer T32221/90 and situated at 153 Athens Road, Table View, 7441:

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 double garage with kitchen and w.c.

3. *Payment*: 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 20,25% (twenty 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 a 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 4th day of November 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z27479.)

Saak 4020/90

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **J. E. van Wyk**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 12 Maart 1990, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 6571, Juffrenburgstraat 32, Idasvallei, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Jeffrenburgstraat 32, Idasvallei, Stellenbosch, op 13 Desember 1994 om 10:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom:

Erf 6571 ('n gedeelte van Erf 2939), Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 497 (vier honderd sewe-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T33632/87 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 'n Woonhuis.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 1ste dag van November 1994.

G. J. Erasmus, vir Cluver Markotter, SA Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/sr/34179.)

Saak 3201/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **A. Carolus**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 23 September 1994, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 11696, Madelifiestraat 6, Cloeteville, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Erf 11696, Madelifiestraat 6, Cloeteville, Stellenbosch, op 13 Desember 1994 om 09:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een-tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom:

Erf 11696, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 178 (een honderd agt-en-sewentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T78477/93 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 'n Woonhuis.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 28ste dag van Oktober 1994.

G. J. Erasmus, vir Cluver Markotter, SA Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/sr/33936.)

Case 9510/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **First National Mortgages Nominees (Proprietary) Limited**, Plaintiff, and **Klip Road Properties CC**,
First Defendant

In pursuance of a judgment of the above-mentioned Honourable Court, in the above matter dated 7 September 1994, I shall sell in execution by public auction, at the site and at 12:00, on 7 December 1994, subject to the conditions of sale, to be read at the sale, the following immovable property:

Certain: Remainder Erf 2041, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring 2084 (two thousand and eighty-four) square metres, held by Deed of Transfer T21573/93, situated at 51 Klip Road, Grassy Park.

Comprising: Four flatlets, four shops and a separate building consisting of a laundrette.

The conditions of sale will lie for inspection at my offices at Wynberg. The sale will take place at the site.

Dated: 8 November 1994.

Bisset Boehmke & McBlain, c/o S. V. Shapiro, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, Adderley Street, Cape Town, 8001. (Ref. SVS/M85975.)

Case 47607/93

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

In the matter between **Comminucare**, Plaintiff, and **Mohamed Rafeek Jaffer**, First Defendant, and **Zaid Govind**,
Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution dated 20 September 1994, the following goods will be sold in execution on 8 December 1994 at 09:00, at 45 Rembrandt Street, Scottsville:

Certain: Remainder Erf 487, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, measuring 992 square metres, held by Deed of Transfer T9035/1992.

Consisting of: Brick building, sink roof, lounge, three bedrooms, kitchen.

The conditions of sale in execution can be inspected during office hours at the office of the Sheriff of the Court, Bellville.

Dated at Cape Town on this the 7th day of November 1994.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor (BP Centre), 1 Thibault Square, Cape Town. (Ref. LVT/UE118)

Case 41312/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS TODD
STREET, PORT ELIZABETH

In the matter between **United Bank** (a Division of ABSA Bank Limited), Plaintiff, and **Zoleka Rosetta Nyandeni**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 9 February 1994, and the warrant of execution dated 9 February 1994, the following property will be sold in execution, without reserve, to the highest bidder on 2 December 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the right, title and interest in and to the leasehold over, Erf 9057, Motherwell, in the Municipality of Port Elizabeth, in extent 306 (three hundred and six) square metres, situated at 59 Mlimane Street, Motherwell, Port Elizabeth, held under Certificate of Right of Leasehold TL198/93.

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

A block under asbeston dwelling-house consisting of lounge, kitchen, three bedrooms and a bathroom/w.c.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 1st day of November 1994.

I, Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX432.)

Case 25383/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH

In the matter between **United Bank**, a division of ABSA Bank Limited, Plaintiff, and **Mzonke Witness Pakati**, First Defendant,
and **Yolisa Yvonne Pakati**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 24 January 1992, and the warrant of execution dated 5 September 1994, the following property will be sold in execution, without reserve, to the highest bidder on 2 December 1994 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the right, title and interest in and to the leasehold over Erf 11818 (old No. 110) Motherwell, in the Municipality of Port Elizabeth, and Division of Uitenhage, in extent 200 (two hundred) square metres, situated at 52 Mpenzu Street, Motherwell, Port Elizabeth, held under Certificate of Right of Leasehold TL1031/90.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge, kitchen, two bedrooms, and bathroom/w.c.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 2nd day of November 1994.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX621.)

Saak 2728/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. Springbok**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Upington, gedateer 15 Augustus 1994, en die lasbrief gedateer 15 Augustus 1994, sal die hierna genoemde eiendom in eksekusie verkoop word per openbare veiling op Woensdag, 7 Desember 1994 om 10:00, voor die Landdroskantoor, Schröderstraat, Upington, onderhewig aan die voorwaardes wat deur die afslaer voorgelees sal word ter aanvang van die veiling en wat vooraf ter insae sal wees by die ondergetekende en by die Balju, Upington.

Erf 5844, Upington, geleë in die Upington-dorpsuitbreiding 41, munisipaliteit Upington, afdeling Gordonia, groot 509 (vyf nul nege) vierkante meter gehou kragtens Transportakte T734/1991.

Die perseel staan bekend as Bakenskapstraat 6 en is verbeter met 'n woonhuis.

Die eiendom word voetstoots verkoop onderhewig aan alle voorwaardes soos vervat in die titelakte en voorwaardes van verkoping.

Dateer te Upington hierdie 4de dag van November 1994.

Taylor & Duvenhage, Prokureurs vir Eiser, Medpro Arkade, Scottstraat 59, Posbus 154, Upington, 8800.

Case 10977/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Mohamed Hanif Garder**

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, 13 Riversdale Road, Crawford, 7764, on Tuesday, 6 December 1994 at 10:00:

Erf 58896, Cape Town at Landsdowne, in the Municipality of Cape Town, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T1359/92 and situated at 13 Riversdale Road, Crawford, 7764.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising an entrance hall, lounge/dining-room, study, kitchen, three bedrooms, bathroom, w.c. and double garage.

3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 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 27th day of October 1994.

G. Visser, for Malan Laás & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z18176.)

Case 11528/94
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 **Eric John Luxton**, First Defendant, and **Kathleen Diane Luxton**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 16 Kreupelbosch Way, Constantia, on Wednesday, 21 December 1994 at 14:00, 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, Maynard House, Maynard Road, Wynberg.

Erf 8755, Constantia, in the area of the Local Council of Constantia Valley, Cape Division, and situated at 16 Kreupelbosch Way, Constantia.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A double storey 201 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom with water closet and shower, bathroom with water closet, a 121 square metre outbuilding consisting of two garages, servants' quarters, bathroom with water closet, laundry, pool room and a swimming-pool.

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 9th day of November 1994.

W. D. Inglis, William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1876/4678.)

Case 10771/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, versus Shahiem Rubidge and Faehza Rubidge

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 552, Weltevreden Valley, in extent 316 square metres, held by T26365/1991, situated at 5 Goodison Park, The Leagues, Weltevreden Valley, 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 Riebeeck Street, Cape Town. (Ref. 4U107194/gl.)

Case 1118/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Limited, trading as United Bank, versus Alfred David Abrahams and Marian Isabel Abrahams

The following property will be sold in execution at the site of the property, 9 Flamingo Crescent, Sea Wind, Retreat, Western Cape, on Wednesday, 14 December 1994 at 10:00, to the highest bidder:

Erf 124019, Cape Town at Retreat, in extent 162 square metres, held by T40812/1988, situated at 9 Flamingo Crescent, Sea Wind, Retreat, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and carport.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D1U0115/100379/gl.)

Case 13045/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Edward Adonis and Sophia Adonis**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 12 December 1994 at 09:00, to the highest bidder:

Erf 472, Eerste River, in extent 496 square metres, held by T4999/1993, situated at 27 Jakaranda Street, Stratford Green, Eerste River, 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 Riebeeck Street, Cape Town. (Ref. D3U0546/104043/gl.)

Case 29614/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Daniel Carstens and Zeldia Priscilla Carstens**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 562, Mandalay, in extent 512 square metres, held by T35506/1985, situated at 5 Packer Street, Mandalay, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet, bathroom/toilet and shower. Flatlet: Two bedrooms, kitchen, bathroom/toilet and single garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D1U0698/108570/gl.)

Case 46049/90

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

ABSA Bank Limited, trading as United Bank, *versus* **Ronnie Scott Gounden and Jean Emarold Gounden**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 25254, Mitchells Plain, in extent 148 square metres, held by T69190/1989, situated at 101 Cornflower Street, Lenteguur, 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) 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. DOU2417/119534/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET EAST HELD AT SOMERSET EAST

In the matter between **Meynell Financial Services CC**, Plaintiff, and **Carel Edward Snoer**, Defendant

The following property will be sold in execution at the front entrance of the New Law Courts, Main Street, North End, Port Elizabeth, on 9 December 1994 at 14:15, to the highest bidder:

Erf 3497, Korsten, Port Elizabeth, in extent 486 (four hundred and eighty-six) square metres, held by Deed of Transfer T13102/81, situated at 19 Du Preez Street, Korsten, Port Elizabeth.

1. *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 on the full purchase price calculated and capitalized monthly in advance from the date of sale to the date of registration of transfer, both days inclusive, at the rate currently charged by judgment creditor on advances equivalent to the purchase price as well as interest at the rate of 15,25% (fifteen comma two-five per cent) per annum on the balance of the purchase price, or on the amount of the mortgage bond in favour of Nedcor Bank Limited (whichever is the greater) reckoned from the date of sale to the date of payment] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. *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.

Abrahamson & Reynolds, c/o Goldberg & De Villiers, Attorneys for Judgment Creditor, First Floor, University Chambers, 26 Bird Street, Port Elizabeth. (Ref. Miss Ludorf/hr.)

Saak 2563/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Piet Jacobus Swanepoel**, Eerste Verweerder, en **Maria Magdalena Elizabeth Swanepoel**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof, te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 9 Desember 1994 om 11:00, by die Landdroshof, Mosselbaai, per publieke veiling geregtelik verkoop word, naamlik:

Erf 6990, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 923 vierkante meter.

Verbeterings: Geen.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1994, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet in kontant of deur middel van 'n bankgwaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstalige belasting, diensgelde, Belasting op Toegevoegde Waarde, afslaerskommissie en enige bykomende koste.

4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai hierdie 7de dag van November 1994.

Kotze & Oosthuizen, Prokureurs vir Eiser, Powriestraat 5, Posbus 206, Mosselbaai, 6500.

Case 1092/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **T. J. and C. A. Solomon**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution dated 18 February 1993, the property listed hereunder will be sold in execution on 7 December 1994 at 09:00, at Kuils River, Magistrate's Court, Kuils River, to the highest bidder:

Certain: Erf 1837, Gaylee, in the Local Area of Blue Downs, Stellenbosch Division, known as 5 Emerald Way, Denneremere, Blackheath, in extent 268 (two hundred and sixty-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 1st day of November 1994.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Inv/MB/N176.)

Case 8217/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Gilbert Peter Ederies** and **Lorna Ederies**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 6 December 1994 at 09:00:

Erf 2800, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T52998/93, situated at 18 Jamaica Road, Malibu Village, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff, and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 4th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 37394/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Marand Investments CC**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 13 December 1994 at 11:00, and at the property of the following immovable property:

Remainder Erf 282, Parel Vallei, in the Municipality of Somerset West, Division of Stellenbosch, in extent 1 734 square metres, held by Deed of Transfer T30877/87, situated at 53 Bulties Way, 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 (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 on the property are reported, but nothing is guaranteed: A vacant plot.

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 Road, Somerset West.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town.
(Ref. A. C. Broodryk.)

Case 8217/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Gilbert Peter Ederies** and **Lorna Ederies**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 6 December 1994 at 09:00:

Erf 2800, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T52998/93, situated at 18 Jamaica Road, Malibu Village, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff, and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 4th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

NATAL

Case 13055/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Town Treasurer for the Borough of Kloof**, Execution Creditor, and **T. Moonsamy, and M. Moonsamy**, Execution Debtors

In pursuance of a Judgment in the Magistrate's Court for the District of Pinetown, dated 15 February 1994, and a warrant of execution issued on 15 February 1994, the following immovable property will be sold in execution on 2 December 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 5 of Lot 582, Kloof, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 528 square metres.

Postal address: 16 Temple Road, Wyebank.

Improvements: Brick and tile double-storey dwelling consisting of: Downstairs: Bedroom, bathroom/toilet, lounge, dining-room, kitchen, laundry, three garages, servant's toilet and shower. Upstairs: Three bedrooms (one with en suite and dressing-room), bathroom/toilet, entertainment room.

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 this 27th day of October 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 1883/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Town Treasurer for the Borough of Queensburgh**, Execution Creditor, and **G. A. Goodman, and C. S. Goodman**, Execution Debtors

In pursuance of a Judgment in the Magistrate's Court for the District of Pinetown, dated 21 June 1994, and a warrant of execution issued on 21 June 1994, the following immovable property will be sold in execution on 2 December 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 3 of Lot 518, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 3 498 square metres.

Postal address: 106 Valley View Road, Escombe.

Improvements: Brick and tile double-storey dwelling consisting of: Downstairs: Three bedrooms (one with en suite), bathroom, toilet, living-room, ironing room, lounge/dining-room, open plan kitchen, double garage, servants' quarters. Upstairs: Bedroom with en suite, living-room.

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 this 27th day of October 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 308/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Execution Creditor, and
Bhekani Vincent Mbili, Execution Debtor

In pursuance of a judgment granted on 2 March 1994, in the Court of the Magistrate in Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1994 at 09:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Site A1309, in extent 572 (five hundred and seventy-two) square metres, situated in the Township of Gamalakhe in the District of Izingolweni, held by Deed of Grant G1908/87, dated 30 January 1987 and registered on 1 December 1987 and represented and described on General Plan BA15/1976.

Improvements: Dwelling under brick and tile consisting of lounge, bathroom, two bedrooms and kitchen.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) 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 Court Sheriff within fourteen (14) 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 of law.

The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Dated at Margate this 26th day of October 1994.

Robinson & Associates, Lot 3159, Boyes Lane, P.O. Box 1034, Margate, 4275.

Case 1828/94

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

In the matter between **Ruwenzori Body Corporate**, Plaintiff, and **Stanslaus Mali Hlophe**, Defendant

In pursuance of a judgment granted on 14 March 1994, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 8 December 1994 at 14:00, in front of the Magistrate's Court-house, Somsue Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 51, as shown and more fully described on Sectional Plan SS238/1985 in the scheme known as Ruwenzori in respect of the land and building or buildings situated at Durban of which section the floor area according to the said sectional plan is 45 (forty-five) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by virtue of ST11606/1993.

Postal address: Flat 77, Ruwenzori, 63 St Andrews Street, Durban.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): A flat consisting of an entrance space/lounge/dining-room, bedroom, kitchen and bathroom/toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within twenty-one (21) days after the sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban Central and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 21st day of October 1994.

J. H. Hawkey, Plaintiff's Attorneys, 800 Victoria Maine, 71 Victoria Embankment, P.O. Box 4925, Durban. (Tel. 301-8733.) (Fax. 301-8736.) (DX. 100, Durban.) (Ref. JHH/ml/04/R.001/574.)

Case 6046/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Duncan Hemingway and Partners**, Execution Creditor, and **Syed Rassool Property Investments CC**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Ladysmith, and a writ of execution issued on 18 May 1994, the following property will be sold in execution on 8 December 1994 at 10:00, at the Magistrate's Court, Keate Street, Ladysmith:

Remainder of Lot 673, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 2 023 (two thousand and twenty-three) square metres.

Conditions of sale:

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

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of sale and the balance together with interest thereon at the rate of 10% (ten per cent) per annum to date of registration of transfer shall be paid within 14 days or secured by a bank or building society guarantee.

3. *Conditions:* The full conditions of sale which will be read out immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 5 Poort Road, Ladysmith.

Dated at Ladysmith this 2nd day of November 1994.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith, 3370.

Case 52512/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Krishendass Luckraj**, First Defendant, and **Meena Devi Luckraj**, Second Defendant

In pursuance of a judgment granted on 19 August 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 2 December 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1377, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 213 square metres.

Address: 7 Grantside Place, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached double storey dwelling comprising of:

Upstairs: Two bedrooms, toilet and bathroom together.

Downstairs: Lounge, kitchen, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011582.)

Case 4857/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **R. van Jaarsveld**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 29 September 1994, a sale by public auction without a reserve price will be held on 7 December 1994 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Erf 1724, Geelhoutpark Extension 6, Rustenburg, Registration Division JQ, Transvaal, measuring 557 square metres, held under Deed of Transfer T24474/91, known as 31 Magriet Avenue, Rustenburg.

The following particulars are furnished but not guaranteed: A vacant erf.

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

Dated at Rustenburg this 25th day of October 1994.

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

Case 505/94

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

In the matter between **First National Bank**, Plaintiff, and **John Harrison Gumedede**, First Defendant, and **Sihle Veronica Gumedede**, Second Defendant

In pursuance of a judgment granted on 2 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 13 December 1994 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2877, in extent 450 (four hundred and fifty) square metres, situated in the Township of Esikhawini, District of Ongoye.

(b) *Street address*: H2877 Esikhawini Township.

(c) *Property description* (not warranted to be correct):

Improvements: Single storey brick under tile roof dwelling comprising of lounge, dining-room, two bedrooms, kitchen and toilet.

(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, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 24th day of October 1994.

Mngadi & Mthembu Attorneys, Judgment Creditor's Attorneys, Ground Floor, Sugar House, 52 Main Road, P.O. Box 2035, Empangeni. (Ref. Mr Mngadi/cnn/94/092.)

Case 1799/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Execution Creditor, and
Phumulani Ezra Dlomo, Execution Debtor

In pursuance of a judgment granted on 29 July 1994, in the Court of the Magistrate in Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1994 at 09:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Site A1345, in extent three hundred and seventy (372) square metres, situated in the Township of Gamalakhe in the District of Izingolweni, held by Deed of Transfer G01035/88, dated 23 February 1988, and registered on 19 October 1989 and represented and described on General Plan BA15/1970.

Improvements: Dwelling consisting of brick and cast iron containing lounge, kitchen, bathroom and two bedrooms.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) 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 Court Sheriff within fourteen (14) 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 of law.

The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone or at our offices.

Dated at Margate this 21st day of October 1994.

Robinson & Associates, Lot 3159, Boyes Lane, P.O. Box 1034, Margate, 4275.

Case 7262/94

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 **Glen A. Barnwell**,
First Execution Debtor, and **Roshiri M. Barnwell**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 21 July 1994, and a warrant of execution issued on 25 July 1994, the following immovable property will be sold in execution on 2 December 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8584, Pinetown Extension 67, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 814 square metres.

Postal address: 9 Cetus Place, Mariannridge, Pinetown.

Improvements: Brick and tile house comprising three bedrooms, dining-room, lounge, kitchen, bathroom and toilet.

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.

Case 58835/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Norman Hlatshwayo**, First Defendant, and **Jabulile Patience Hlatshwayo**, Second Defendant

In pursuant of a judgment granted on 19 September 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 220, Southgate, situated in the City of Durban, Administrative District of Natal, in extent 377 square metres.

Address: 14 Aldergate Avenue, Southgate, Phoenix.

Improvements: Brick under tile dwelling, consisting of three bedrooms, lounge, kitchen, toilet, bathroom, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchase shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011587.)

Case 58839/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Krishana Moodley**, First Defendant, and **Moonlama Moodley**, Second Defendant

In pursuant of a judgment granted on 22 September 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 3840, Tongaat (Extension 28), situated in the Township of Tongaat, Administrative District of Natal, in extent 392 square metres.

Address: 29 Saunders Circle, Belvedere, Tongaat.

Improvements: Brick under tile, water and lights, three bedrooms, lounge, toilet, bathroom and kitchen.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchase shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011585.)

Case 20909/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Martimuthoo Ivan Pillay**, First Defendant, and **Marima Pillay**, Second Defendant

In pursuant of a judgment granted on 9 June 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 52, Eastbury, situated in the City of Durban, Administrative District of Natal, in extent 294 square metres.

Address: 104 Canbury Circle, Eastbury, Phoenix.

Improvements: Brick under asbestos semi-detached dwelling comprising of two bedrooms, kitchen, lounge, toilet and bathroom together, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 - (b) The property shall be sold without reserve to the highest bidder.
 2. The purchase shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.
- The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).
- Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011539.)

Case 44663/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Kasturee Govender**, Defendant

In pursuance of a judgment granted on 18 July 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 December 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 56 (of 53) of Lot 354, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent 930 square metres.

Address: 403 Brickfield Road, Overport, Durban.

Improvements: Double storey brick/tile house, consisting of:

Upstairs: Three bedrooms, two with built-in-cupboards, two with swiss parquet floors, with carpet, kitchen built in units, lounge - carpeted, dining-room - carpeted, toilet/bath with tub and wash basin.

Downstairs: Three bedrooms - carpeted, two with built-in-cupboards, en suite, lounge - carpeted, dining-room - carpeted, kitchen with built-in-units, toilet, bath with shower/wash basin, servant quarter, bedroom, toilet, bathroom. Out room, bedroom, kitchen and toilet/shower.

Double door garage, swimming-pool and yard fully fenced.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
2. The purchase shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011573.)

Case 5012/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Ramnarain Kalicharan**, First Defendant, and **Dhanwanthi Kalicharan**, Second Defendant

In pursuance of a judgment granted on 15 February 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1994 at 10:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 247, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 454 square metres.

Address: 42 Dharwar Road, Merebank, Durban.

Improvements: Main building, double storey brick and tile, upstairs consisting of four bedrooms, main bedroom with en suite and separate toilet with shower. Downstairs: Kitchen, scullery, TV-room, dining-room, lounge and toilet.

Outbuildings: Prayer room and garage (brick with asbestos).

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLs/P. Murugan/05N011511.)

Case 12458/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Floris Nombuyiselo Notshikila**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 24 October 1994, the immovable property listed hereunder will be sold in execution on Friday, 2 December 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer.

Site 1222, Unit BB, Township of Edendale East, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 420 (four hundred and twenty) square metres, situated at Lot 1222, Unit BB, Edendale, held by Judgment Debtor under Deed of Grant 11405/1989.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: Vacant land.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 28th day of October 1994.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 2023/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Yusuf Essack Joosab**, First Defendant, and **Mrs Ayshabee Joosab**, Second Defendant

Pursuant to an order of the Supreme Court of South Africa (Natal Provincial Division), Pietermaritzburg, and writ of execution dated 31 August 1994, the following fixed property will be sold on Friday, 9 December 1994 at 09:30, at the office of the Sheriff of the Supreme Court, No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder, viz:

Property: Subdivision 2506 (of 2429) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 496 (four hundred and ninety-six) square metres, held by Yusuf Essack Joosab and Ayshabee Joosab by virtue of Deed of Transfer T8016/87, situated at 43 Gladiola Road, Northdale, Pietermaritzburg.

Improvements: Cement bricks under IBR sheeting consisting of sunken lounge, dining-room, three bedrooms, wall to wall carpets, bedroom en-suite with shower, kitchen fitted with Italian tiles, separate w.c., laundry, separate bathroom and three air-conditioning units. Outbuildings consisting of store-room, servant's room, single garage and carport.

The aforesaid information in respect of the property is not guaranteed.

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

Conditions of sale: The aforesaid property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the sheriff of the Supreme Court, No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, or at the offices of Plaintiff's Attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 3rd day of November 1994.

Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref. F018001.SAL JW RDL.)

Case 4954/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Aurelia Myeza**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 19 May 1994, the property listed hereunder will be sold in execution on 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K174, situated in the Township of kwaDabeka, District of Pinetown, in extent four hundred and thirty-two (432) square metres.

Postal address: Unit K174, kwaDabeka.

Town-planning zoning: Special Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom, shower and two w.c.'s.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 27th day of October 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/292.)

Case 3906/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff/Execution Creditor, and **Govindamma Govender**, First Defendant/Execution Creditor, and **Munsamy Govender**, Second Defendant/Execution Creditor

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 14 July 1994 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Supreme Court, Pinetown, on Friday, 2 December 1994 at 10:00, at the front entrance of the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder, without reserve:

1. Property description:

(a) Section 4, shown and more fully described on Sectional Plan SS1/1991, in the scheme known as Chestnut Gardens, in respect of the land and building or buildings situated in Pinetown, of which the floor area according to the said sectional plan is 116 (one hundred and sixteen) square metres, in extent.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Certificate of Registered Sectional Title ST1/1991 (4) dated 22 April 1991.

2. Physical and postal address: Flat 4, Chestnut Gardens, Marianhill, Pinetown, 3610.

3. Improvements: One brick under tile dwelling, consisting of three bedrooms, one and a half bathrooms, kitchen, lounge/dining-room and garage.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor), shall pay a deposit of 10% (ten per cent) of the purchase price, in cash at the time of the sale, together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay auctioneer's charges of 5% (five per cent) of the first R20 000 of the purchase price, thereafter 3% (three per cent) on the balance, subject to a minimum of R200 and a maximum of R6 000 on the purchase price at the time of the sale.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this the 24th day of October 1994.

Johnson Easton-Berry, Attorneys for Execution Creditor, 801 Norwich Life House, 9 Gardiner Street, Durban. (Tel. 307-6090.) (Ref. R. Easton-Berry/RC/03 S005 235.)

Case 79/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UNDERBERG HELD AT HIMEVILLE

In the matter between **First National Bank of Southern Africa**, Plaintiff, and **Albert Philip van Wyk**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Underberg held in Himeville, and a writ of execution dated 10 August 1994, the immovable property listed hereunder will be sold in execution on 2 December 1994 at 11:00, at the Magistrate's Court, in Bulwer, to the highest bidder:

Subdivision 1 of the farm FP 28 No. 7882, situated in the Administrative District of Nastal, in extent 6,0647 hectares, and situated at the corner of Donnybrook, Bulwer and Underberg Roads, District of Bulwer.

Improvements consist of a large storage shed, four offices and a Residential building.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and within 14 days supply the Sheriff of the Court with a bank or building society guarantee for the balance of the purchase price in terms acceptable to the Sheriff of the Court.

3. The full provisions may be inspected at our office and/or at the offices of the Court Sheriff.

Dated at Underberg this 4th day of November 1994.

D. Macrae Bath, 1 Berg Delta Building, Main Road, Underberg, 4590.

Case 5318/94

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

In the matter between **Kitform Auto CC**, Plaintiff, and **Hendrik Louis Schonken**, Defendant

In pursuance of a judgment granted on 4 July 1994, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Section 6, as shown and more fully described on Sectional Plan SS225/1981 in the scheme known as Santa Diana, of which section the floor area is one hundred and thirteen (113) square metres in extent.

Postal address: 15 Holzner Road, Marianhill Park, Pinetown.

Improvements: Improved by the erection of a dwelling-house with the usual outbuildings.

Material conditions of sale:

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 ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorney.
(b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Pinetown, 62 Caversham Road, Pinetown.

Dated at Pinetown on this the 31st day of October 1994.

D. G. Francois, vir Van Ling, Medalie & Francois, 36 Crompton Street, Pinetown. (Ref. Mrs Naidoo:Colls:K706.)

Case 7672/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **David Anthony Boullineau**, First Defendant, and **Christine Boullineau**, Second Defendant

In pursuance of a judgment granted on 1 September 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Subdivision 72 of Lot 435, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 300 (three hundred) square metres, formerly described as Subdivision 4097 (of 4025) of the farm Zeekoe Vallei 787, situated in the City of Durban, Administrative District of Natal, in extent 300 (three hundred) square metres.

Street address: 61 Katonkel Avenue, Newlands East, Durban.

Improvements: Brick under tile, water and lights.

Upstairs: Four bedrooms and two en suites.

Downstairs: Dining-room, lounge, kitchen, toilet and wash basin.

Outbuildings: Room, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, Verulam.

Dated at Durban on this 1st day of November 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z27684/JR.)

Case 9660/1994

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Simangenduku Fanisa Myeza**, Defendant

In pursuance of a judgment granted on 6 October 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Site A44, kwaMashu, situated in the Township of kwaMashu, in the District of Ntuzuma, in extent 239 (two hundred and thirty-nine) square metres as shown on General Plan PB33/1989, held by the Defendants under Deed of Grant G002743/89, signed at Ulundi on 21 June 1989.

Street address: A44 Shaayamoya, kwaMashu.

Improvements: Brick under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet with bathroom, water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 28th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z29430.JR.)

Case 13478/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Muckherjee Bhagwandin**, First Defendant, and **Meena Bhagwandin**, Second Defendant

In pursuance of a judgment granted on 10 June 1994 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 252, Redfern, situated in the City of Durban, Administrative District of Natal.

In extent: 294 (two hundred and ninety-four) square metres.

Street address: 32 Felfern Place, Redfern, Phoenix.

Improvements: Block under asbestos semi-detached dwelling, comprising kitchen, two bedrooms, lounge, toilet and bathroom together and water and lights facilities, the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale, and in the event of there being any preferent creditor (bondholder), then the interest payable upon such preferent creditors claim, until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountain View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this the 24th day of October 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21933/JR.)

Case 776/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nonhlahla Ruth Zindela**, Defendant

In pursuance of a judgment granted on 7 June 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 7 December 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 L684, in extent 360 square metres, situated in the Township of Umlazi, represented and described on General Plan BA23/1972, held by virtue of Deed of Grant No. 140/109.

Physical address: Ownership Unit L684, 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 of kitchen, lounge, two bedrooms and bathroom. Municipality electricity, water supply and sanitation—Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this the 1st day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z24893/26.)

Case 8332/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Farook Khan**, First Defendant, and **Sahida Bhanoo Khan**, Second Defendant

In pursuance of a judgment granted on 12 September 1994 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 265, Earlsfield, situated in the City of Durban, Administrative District of Natal.

In extent: 327 (three hundred and twenty-seven) square metres.

Street address: 66 Earlsfield Drive, Earlsfield, Newlands West.

Improvements: Brick under tile, water and lights, two bedrooms, kitchen, lounge and dining-room and toilet and bath. *Outbuildings:* Garage and concrete fencing, the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale, and in the event of there being any preferent creditor (bondholder), then the interest payable upon such preferent creditors claim, until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 2, Suite 7, Foresum Centre, 314 old Main Road, Tongaat, Verulam.

Dated at Durban on this the 1st day of November 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z28124/JR.)

Case 2388/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between, **Pritiviraj Dayal, Jayalutchmee Dayal, Pragason Pather, The Trustees of the Estate No. 5708/82 of the late Lutchmanna Moodley, Inderpaul Ramjugernath Ramdhanee, Sushila Ramdhanee, Gangiah Gangiah, Pushpa Rane Gangiah**, Execution Creditors, and **Linda Maxwell Benedict Msomi**, Execution Debtor

In pursuance of a judgment granted on 9 February 1994, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the Highest Bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale.

Description:

1. Remainder of Lot 17, Aldinville, situated in the Administrative District of Natal, in extent one thousand eight hundred and five (1 805) square metres.

Improvements: *Main building:* a brick and corrugated iron dwelling consisting of three bedrooms, kitchen, office, dining-room and lounge. *Outside building:* consisting of store-room, and toilet presently used as a tea-room. Concrete fence halfway around the dwelling, concrete water tank and metal water tank.

Improvements done to the best ability of deputy Sheriff. Nothing is guaranteed.

Physical address: Cranbrook Lane Road, Groutville.

Zoning: Residential.

2. Lot 31, Charlottedale, situated in the Administrative District of Natal, in extent seven comma two four three nine (7,2439) hectares.

Improvements: Vacant Land.

Physical Address: Charlottedale.

Zoning: Agricultural.

Material conditions

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per cent) of the purchase price in cash of by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank of building society guarantee delivered to the Sheriff of the Court, within seven (7) days of the date of sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger, Natal.

Dated at Stanger on this the 5th day of November 1994.

Laurie C. Smith Incorporated, 22 Jacson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/D.47/DEF.)

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mary Rose Gallias**, Execution Debtor

In pursuance of judgment granted on 14 February 1994, in the Pinetown Magistrate's Court, under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution of Friday, 9 December 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being: Subdivision 13 of Lot 283, New Germany Township, situated in the Borough of New Germany, and in the Pinetown Regional Water Services Area, county of Durban, Province of Natal, in extent two thousand and twenty-one (2 021) square metres; now known as: Subdivision 13 of Lot 283, New Germany Township, situated in the Borough of New Germany and in the Port Natal, Ebhodwe, Joint Services Board Area, Administrative District of Natal, in extent two thousand and twenty-one (2 021) square metres; Postal address 19 Allers Crescent, New Germany, 3610.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, pantry, study, three bedrooms, two bathrooms/toilets, double garage, staffroom, toilet/shower; flat consisting of: kitchen, bedroom, bathroom.

Townplanning: Zoning: General 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 law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, or at our offices.

Dated at Durban on this the 21st day of October 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. [Tel. (031) 304- 7614/5.] (Ref. CMK/045/026732/Mrs Chetty.)

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ntombikayise Victoria Mhlongo**, Defendant

In pursuance of judgment granted on 13 June 1994, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 December 1994 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A6528, in extent 248 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G000193/92, Physical address Ownership Unit A6528, kwaNdengezi.

The property consists of vacant land.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17% per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this the 26th day of October 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z25560/26.)

Case 4896/94

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 **Loganathan Naidoo**, First Defendant, and **Parvathi Naidoo**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 2 December 1994 at 09:00:

Description: Lot 352, Everest Heights, situated in the Borough of Verulam and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand two hundred and twenty-one (1 221) square metres, held under Deed of Transfer 19430/1984.

Physical address: 31 Parbat Crescent, Everest Heights, Verulam, Natal.

Zoning: Special Residential.

The property consists of the following:

Brick under tile dwelling consisting of entrance hall, porch, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet, two garages, store-room/workshop and swimming-pool.

Nothing in this regard is guaranteed.

Conditions of sale:

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, Suite 7, Foresum Centre, 314 old Main Road, Tongaat, Natal.

Dated at Durban this 28th 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. 659/J. C. Jones.)

Case 1709/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Allied Bank Limited** (Reg. No. 81/02743/06), Plaintiff, and **Klaas Aaron Dube**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 1 June 1993, and a warrant of execution, the undermentioned property will be sold in execution 13 December 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit A1093, Township of eZakheni, situated in the Administrative District of eZakheni in Natal, in extent five hundred and forty-five (545) square metres represented and described on General Plan 229/1971, and held under Deed of Grant G260/1977, registered in the name of Klaas Aaron Dube.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

One dwelling-house comprising of bedrooms, lounge, dining-room, kitchen and ablution facilities (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.
3. The property is deemed to be sold voetstoots.
4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 1st day of November 1994.

Christopher, Walton & Tatham, Attorneys for Execution Creditor, 133 Murchinson Street, Ladysmith. (Ref. 05R072007.)

Case 1387/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Buku Abednego Nzama**, Defendant

In pursuance of judgment granted 15 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 7 December 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 K90, in extent 325 square metres, situated in the Township of Umlazi, represented and described on General Plan BA11/1973, held by virtue of Deed of Grant 53/151.

Physical address: Ownership Unit K90, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick/plaster and asbestos dwelling (55 m²) comprising of a kitchen, lounge, two bedrooms and bathroom. Electricity-ready board, water supply and sanitation—Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 3rd day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26687/26.)

Case 488/90

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Innocent Mkhize**, Defendant

In pursuance of judgment granted on 25 January 1991, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 7 December 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 E920, in extent 4 224 square feet, situated in the Township of Umlazi, represented and described on General Plan BA18/1966, held by virtue of Deed of Grant T2541/87.

Physical address: Ownership Unit E920, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (67 m²) comprising of a kitchen, lounge, three bedrooms and bathroom. Municipal Electricity, water supply and sanitation: Local authority.

Improvements: 42 m².

Nothing is guaranteed in respect of such improvements on the property.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 3rd day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z19731/26.)

Case 1073/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Jabulani & Musa Bottle Store (Pty) Ltd**, Defendant

In pursuance of a 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 7 December 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 H1209, in extent 530 square metres, situated in the Township of Umlazi, represented and described on General Plan BA105/1972, held by virtue of Deed of Grant 316/114.

Physical address: H1209, Umlazi.

The property has been improved by the erection of a building used for trading purposes (bottle store), consisting of a double storey face brick/brick/plaster and corrugated roof (I.B.R) building (Jabulani and Musa Bottle Store) (Ground Floor 489 m², courtyard 41.7 m² and verandah 115 m²). Municipal electricity, water supply and sanitation—Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 1st day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z03572/35.)

Case 7101/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Japan Nelson Duma**, Defendant

In pursuance of a judgment granted on 14 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 9 December 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Site 1144, in extent 486 square metres, situated in the Township of Ohlange, represented and described on General Plan SG2630/1990, held by virtue of Deed of Grant 00014199.

Physical address: Site 1144, Ohlange.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (40 m²) comprising kitchen, lounge and two bedrooms. *Electricity:* Ready board. *Municipal water supply:* Standpipe. *Sanitation:* Pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 4th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13494/35.)

Case 8795/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Fana Joseph McAnyana**, Defendant

In pursuance of a judgment granted on 2 November 1992 in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit C852, in extent 360 square metres, situated in the Township of Inanda, represented and described on General Plan 268/1981, held by virtue of Deed of Grant 00008850.

Physical address: Ownership Unit C852, Inanda.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (44 m², comprising kitchen, lounge and two bedrooms. Municipal electricity and water supply—Local Authority. Sanitation—Pitlatrine.

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 13% (thirteen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 4th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z07860/35.)

Case 111/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT eZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **A. L. J. Thabede**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 17 August 1992 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 December 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2403, eZakheni, in extent 450 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G4705/90.

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

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 450.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 6 December 1994 at 15:00, at the Magistrate's Court, eZakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The property is within a black area and is accordingly reserved for ownership of the black group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 4th day of November 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF337.)

Case 154/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT eZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **E. J. Mbatha**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 October 1992 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 December 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2360, eZakheni, in extent 452 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G9625/87.

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

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 452.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 6 December 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 4th day of November 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF360.)

Case 98/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT eZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **B. H. Kubheka**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 August 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 December 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E1693, eZakheni, in extent 450 square metres, situated in the District of Ennambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G0776/90.

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

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 450.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 6 December 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 4th day of November 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF580.)

Case 105/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT eZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **P. M. Mlotshwa**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 August 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 December 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2413, eZakheni, in extent 566 square metres, situated in the District of Ennambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G9670/87.

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

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and out-buildings w.c. and shower.

Extent: 566.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 6 December 1994 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 4th day of November 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF587.)

Case 53184/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Sibongile Ntobeko Mthembu**, Execution Debtor

In pursuance of a judgment granted on 29 August 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, 8 December 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 46, as shown and more fully described on Sectional Plan SS172/86, in the scheme known as Greenlands (Durban), in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 45 (forty-five) square metres;

(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: 56 Greenlands, 8 Park Street, Durban, 4001.

Improvements: Brick under concrete bachelor unit consisting of entrance hall, lounge, kitchen, shower/toilet and enclosed porch.

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 law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21. Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 18th day of October 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/037878/Mrs Chelin.)

Case 1812/94

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), Plaintiff, and **Carona Del Mar No. 14 (Elendoms) Beperk** (No. 9000044/07), Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 4 August 1994, the immovable property described as:

1. A unit consisting of—

(a) section 13, as shown and more fully described on Sectional Plan SS230/89, in the building or buildings known as Costa Smeralda, situated at Margate, in the Borough of Margate of which the floor area, according to the said sectional plan is 96 square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST230/89 (13) (Unit), and situated at Lot 3277, off Marine Drive, Margate.

Will be sold in execution on Friday, 9 December 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 Messrs Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT, where applicable, and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 0000, 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 flat consisting of three rooms, office, shower and toilet and scullery.

Dated at Port Shepstone on this the 13th day of October 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N246/01N209589.)

Case 1812/94

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), Plaintiff, and **Carona Del Mar No. 14 (Eiendoms) Beperk** (No. 9000044/07), Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 4 August 1994, the immovable property described as:

1. A unit consisting of—

(a) section 14, as shown and more fully described on Sectional Plan SS230/89, in the building or buildings known as Costa Smeralda, situated at Margate, in the Borough of Margate of which the floor area, according to the said sectional plan is 127 square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST2130/89 (14) (Unit), and situated at Lot 3277, off Marine Drive, Margate.

Will be sold in execution on Friday, 9 December 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 Messrs Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT, where applicable, and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 0000 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 flat consisting of bedroom and bath on suite, two rooms, open plan lounge and kitchen and balcony.

Dated at Port Shepstone on this the 13th day of October 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N246/01N209589.)

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Khosi Beatrice Banda**, Defendant

In pursuance of a judgment granted on 23 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 14 December 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit A1203, situated in the Township of Sundumbili, District of Inkanyezi, in extent 375 (three hundred and seventy-five) square metres.

(b) *Street address*: Ownership Unit A1203, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of October 1994.

Truter James De Ridder, Lincolns' Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/AEH/918/94 (05/K600/918).]

Case 622/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Albert Siyjabula Zulu**, Defendant

In pursuance of a judgment granted on 3 September 1992 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 14 December 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1587, situated in the Township of Sundumbili, District of Inkanyezi, in extent 304 (three hundred and four) square metres.

(b) *Street address*: Ownership Unit B1587, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos dwelling comprising of lounge, bedroom, 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, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of October 1994.

Truter James De Ridder, Lincolns' Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/AEH/976/92 (05/K603/976).]

Case 791/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Shadrack Mduduzi Mkhabela**, Defendant

In pursuance of a judgment granted on 23 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 14 December 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1540, situated in the Township of Sundumbili, District of Inkanyezi, in extent 476 (four hundred and seventy-six) square metres.

(b) *Street address*: Ownership Unit B1540, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under concrete tiled roof dwelling comprising of lounge, kitchen, three bedrooms 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, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of October 1994.

Truter James De Ridder, Lincolns' Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/AEH/912/94 (05/K603/912).]

Case 794/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Goodman Sibusiso Mkhawanazi**, Defendant

In pursuance of a judgment granted on 24 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 14 December 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1894, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Street address*: Ownership Unit B1894, Sundumbili.

(c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising of lounge, kitchen, two bedrooms and shower. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of October 1994.

Truter James De Ridder, Lincolns' Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/AEH/904/94 (05/K603/904).]

Case 756/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and Plaintiff, and **Cyril Joel Dlamini**, Defendant

In pursuance of a judgment granted on 18 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 14 December 1994 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1882, situated in the Township of Sundumbili, District of Inkanyezi, in extent 312 (three hundred and twelve) square metres.

(b) *Street address*: Ownership Unit B1882, Sundumbili.

(c) *Property description (not warranted to be correct)*: Single storey block under asbestos 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 exceptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/AEH/897/94 (05/K603/94).]

Case 69520/92

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

In the matter between **Allied Bank** (No. 86/04794/06) (a division of ABSA Bank Limited), Execution Creditor, and **Wall Hollard CC** First Execution Debtor, **Trevor Smith**, Second Execution Debtor, **David James Barnett**, Third Execution Debtor, and **Richard Rory O'Connor**, Fourth Execution Debtor

In pursuance of a judgment granted on 20 January 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 Friday, 9 December 1994 at 09:00, in front of the Magistrate's Court, on the front steps, Port Shepstone, to the highest bidder:

Description: A certain piece of land being: Section 4 as shown and more fully described on Sectional Plan SS158/90 ("the sectional plan") in the building or buildings known as Edward Mews, situated at Port Edward [of which section the floor area, according to the said sectional plan is twenty-nine (29) square metres in extent ("the mortgaged section"); 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 ("the common property") apportioned to the said section in accordance with the participation quota of the said section.

Postal address: Shop 4, 5 Owne Ellis Drive, Port Edward.

Improvements: Shop (room) with wash basin.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
 4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.
- Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/010654.)

Case 2427/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **United Bank** (No. 86/04794/06) (a division of ABSA Bank Limited), Execution Creditor, and **Gianpaolo Giancarlo Bonafini** First Execution Debtor

In pursuance of a judgment granted on 29 August 1994 in the Court of the Magistrate, Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 9 December 1994 at 09:00, in front of the Magistrate's Court, on the front steps, Port Shepstone, to the highest bidder:

Description: A certain piece of land being: Lot 381, Ramsgate, situated in the Ramsgate Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 058 square metres.

Postal address: Lot 381, Sutherland Road, Ramsgate.

Improvements: Dwelling under brick and tile consisting of (split level): *Upstairs:* TV-room, verandah, entrance hall, lounge, dining-room, kitchen, pantry, scullery, bedroom with bathroom on suit and dress room, two bedrooms and bathroom.

Downstairs: Double garage and swimming-pool.

Outbuilding (brick and tile) consisting of servant's room with shower, toilet and wash basin.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
 4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.
- Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Hall/VDG/026020.)

Case 6189/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Neil Kamal Khedun**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Durban, and writ of execution dated 1 September 1994, the property listed hereunder will be sold in execution on 15 December 1994 at 14:00, at the front entrance to the Magistrate's Court-House, Somtseu Road, Durban, to the highest bidder:

Subdivision 11 of Lot 49, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 202 (one thousand two hundred and two) square metres.

Postal address: 29 Coedmore Road, Bellair, 4094.

Town-planning Zoning: Special Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom with shower, two toilets, garage, carport, tarmac drive, swimming-pool and concrete paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Durban Central. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 17th day of October 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/243.)

Case 5371/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Sithembile Steven Selbon Bhekumuzi Shange**, First Defendant, and **Mr Thandi Florine Shange**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 15 August 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 2 December 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Subdivision 32 of Lot 444, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 411 (four hundred and eleven) square metres, which property is physically situated at 9 Skate Place, Allen Rise, Newlands East, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T11524/1993.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom/toilet and patio.

Zoning: The property is zoned for special residential 180 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 11th day of October 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/U072/036820/Mrs Chelin.)

Case 5661/91

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 **Asognath Manichun**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, Moss Street, Verulam, at 10:00, on Friday, 2 December 1994:

Description: Lot 67, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent 758 (seven hundred and fifty-eight) square metres, held under Deed of Transfer T20216/90.

Physical address: 62 Courtown Crescent, Avoca Hills, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling with water and electricity comprising three bedrooms, lounge/dining-room, kitchen (with built in cupboards), toilet and bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, Natal.

Dated at Durban this 21st day of October 1994.

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.4746/mvr.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Meshack Senzo Khoza**, Defendant

In pursuance of a judgment granted on 7 August 1992, 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 15 December 1994 at 11:00, to be held at the front steps of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description*: Ownership Unit A697, situated in the Township of Ngwelezane, District of Enseleni, in extent 497 (four hundred and ninety-seven) square metres.

(b) *Street address*: Ownership Unit A697, Ngwelezane Township, District Enseleni.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge/dining-room, kitchen and bathroom/toilet. 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, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Nyala Park, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 24th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/968/92 (05K207/968).]

Case 1670/94

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 **Basil Allan George**, First Execution Debtor, and **Adrienne George**, Second Execution Debtor

In pursuance of judgment in the Magistrate's Court at Port Shepstone dated 30 June 1994, the following immovable property will be sold in execution on 9 December 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 2008, Uvongo, situated in the Borough of Uvongo and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 4,0801 hectares.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 2008, Uvongo.

Upon the property is a dwelling under brick and asbestos consisting of four bedrooms, two bathrooms, lounge, kitchen, scullery, double garage and undercover shed.

Material conditions of sale: The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 20th day of October 1994.

John Crickmay & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 50 Bisset Street, Port Shepstone.

Case 6056/94

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 **Dhanapalan Madurai**, First Defendant, and **Fazeela Banu Madurai**, 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, 2 December 1994 at 10:00:

Description: Section 17, as shown and more fully described on Sectional Plan SS07/93, in the scheme known as Blinkbonnie Road 59, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area according to the said sectional plan is 61 (sixty-one) 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 ST1565/94; and

an exclusive use area being a garden area described as G17, measuring 281 (two hundred and eighty-one) square metres being as such part of the common property, comprising the land and the scheme known as Blinkbonnie Road 59, in respect of the land and building or buildings situated at Durban, City of Durban, as shown and more fully described on Sectional Plan SS07/93, held under Notarial Deed of Cession of Exclusive Use Areas SK374/94.

Physical address: House 17, Blinkbonnie Road 59, Bonela, Cato Manor, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex comprising downstairs: Living-room, bedroom and kitchen. Upstairs: Two bedrooms, bathroom and toilet. There is also an exclusive garden area.

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, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 19th day of October 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7719/mvr.)

Case 4889/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ndulini Petros Mazibuko**, Defendant

In pursuance of judgment granted on 4 July 1994, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1994 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A6476, in extent 236 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G000141/92.

Physical address: Ownership Unit A6476, kwaNdengezi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (26 m²) comprising kitchen, bedroom, bathroom and w.c.'s.

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this 21st day of October 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z25540/35.)

Case 10645/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mzoneli Atwell Khuluse**, Defendant

In pursuance of judgment granted on 26 February 1992, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 2 December 1994 at 10:00, in front of the Main Entrance to the Magistrate's Court, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 583, Unit E, in extent 391 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB125/1980, held by virtue of Deed of Grant G000879/91.

Physical address: Ownership Unit E583, Ntuzuma Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and asbestos dwelling (73,5 square metres) comprising a kitchen, dining-room, lounge, three bedrooms, bathroom and w.c.'s.

Municipal electricity, water supply and sanitation: Local authority.

Improvements: Verandah (7 square metres), retaining walls and concrete fence.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

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

Strauss Daly, c/o I. C. Meer, Motala & Co., Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340.
(Ref. Mr Motala/pr.)

Case 46808/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Theodor Walter Ostreline**, Execution Debtor

In pursuance of judgment granted on 22 August 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, 8 December 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 183, as shown and more fully described on Sectional Plan SS117/85 in the scheme known as The Gables I in respect of the land and building or buildings situated at Durban of which the floor area, according to the said sectional plan is 49 (forty-nine) square metres;

(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: 902 The Gables I, 176 Victoria Embankment.

Improvements: Brick under concrete unit consisting of entrance hall, kitchen, bathroom, lounge, sleeping recess, porch and undercover parking.

Town-planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates' Courts Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban or at our offices.

Dated at Durban on this 18th day of October 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/U072/036307/Mrs Chelin.)

Case 2074/93

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 **Govindasamy Govender**, First Defendant, and **Anjalai Govender**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Inanda District Two, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 2 December 1994 at 09:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Lot 5, Briardale, situated in the City of Durban, Administrative District of Natal, in extent three hundred and twenty-one (321) square metres and held under Deed of Transfer T9919/1980.

Street address: 42 Growsdale Mews, 119 Skipdale Road, Briardale, Newlands West.

Improvements: A double storey brick under tile dwelling with water and lights consisting of:

Upstairs: Three bedrooms en suite, toilet and bath.

Downstairs: Kitchen, lounge, dining-room, TV-room with shower, balcony and garage.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat. [Tel. (0322) 92-1000.]

Dated at Durban this 21st 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 473/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd.**, Execution Creditor, and **Simon Essau Mhize**, Execution Debtor

Pursuant to a warrant of execution dated 25 April 1994, the following properties will be sold in execution, jointly and/or separately by the Sheriff of the Court, Estcourt, Natal, on Wednesday, 7 December 1994 at 10:00, in front of the Magistrate's Court, Estcourt:

Execution Debtor's right, title and interest in portion of land in the area known as Tatukusa Ward 3, in the Tribal Ward of Location 1, District of Okhahlamba, in extent 25 morgan, held under Permission to Occupy Certificate 46/1187/3/2 (and upon which the Debtor trades as a General Dealer and Cafe or Restaurant business under the name and style of Thokozana Trading Store).

Improvements: Main business building (Thokozana Trading Store) in extent 227 square metres, outbuildings in extent 80 square metres and dwelling in extent 164 square metres; and

Execution Debtor's right, title and interest in a certain piece of land at Drakensberg Location 1, District of Estcourt, in extent 1/4 morgan, held under Permission to Occupy Trading Site Certificate D46/1524/9/9 (from which premises the Debtor conducts the business of General Dealer under the name and style of Simon Trading Store).

Improvements: Main building (Simon Trading Store) in extent 73 square metres and outbuildings in extent 33 square metres.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 24 October 1994.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 5195/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Nhlanhla Clement Mahlangu**, First Defendant, and **Patricia Octavia Mahlangu**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 2 December 1994 at 10:00:

Description: Section 44, as shown and more fully described on Sectional Plan SS47/93, in the scheme known as Sandringham in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area according to the said sectional plan is 58 (fifty-eight) 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 ST1973/94.

Physical address: 41 Sandringham, 103 Gillespie Street, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Bachelor flat comprising lounge, bathroom, toilet, kitchen and enclosed verandah.

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, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 6th day of October 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7658/mvr.)

Case 9981/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **T. Moonsamy**, First Defendant, and **M. Moonsamy**, Second Defendant

In pursuance of a judgment granted on 13 December 1990, in the Magistrate's Court, Pinetown, and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Subdivision 5 of Lot 582, Kloof, situated in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 528 square metres, held by Deed of Transfer T5163/85.

Physical address: 16 Temple Road, Wyebank.

Improvements: Double storey, brick dwelling under tile: *Downstairs:* Family room, study, toilet/bathroom, dining-room, kitchen/laundry and lounge. *Upstairs:* Master bedroom with ensuite, three bedrooms, toilet, bathroom and three garages (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 31st day of October 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 748/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **S. B. Mdunge**, Defendant

In pursuance of a judgment granted on 13 September 1994, in the Magistrate's Court, Camperdown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution at 2 December 1994 at 11:00, at the Sheriff's office, 5 Bishop Street, Camperdown (behind the Masonic Lodge):

Description: Unit B547, in the Township of Mpumalanga, District of Mpumalanga, in extent of 453 square metres, represented and described on General Plan BA58/1969.

Physical address: Unit B547, Mpumalanga.

Improvements: Single storey, brick dwelling under asbestos, two bedrooms, shower, toilet, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the office of Dickinson & Theunissen.

Dated at Pinetown on this the 27th day of October 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 133/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **R. N. Dlamini**, Defendant

In pursuance of a judgment granted on 30 March 1992, in the Magistrate's Court, Camperdown, and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 2 December 1994 at 11:00, at the Sheriff's office, 5 Bishop Street, Camperdown (behind the Masonic Lodge):

Description: Unit C812, in the Township of Mpumalanga, District of Mpumalanga, in extent of 325 square metres, represented and described on General Plan BA5/1971.

Physical address: Unit C812, Mpumalanga.

Improvements: Single storey, brick dwelling under asbestos, two bedrooms, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 27th day of October 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 4821/94

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 **Philippus Johannes Eygelaar**, First Defendant, and **Maria Elizabeth Eygelaar**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local) 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, 2 December 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 1 of Lot 1800, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand one hundred and twenty-one (1 121) square metres and held under Deed of Transfer T31652/90.

Street address: 23 Ladd Street, Queensburgh, Durban.

Improvements: Single storey brick and plaster under tile dwelling with attached outbuildings comprising:

Main building: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets.

Outbuilding: Garage, servant's and toilet.

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 26th 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 5688/94

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 **Eric Lionel Kadish**, 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, 2 December 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 9, The Wolds, situated in the Borough of New Germany and in the Port Natal, Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 446 (two thousand four hundred and forty-six) square metres and held under Deed of Transfer T24792/90.

Street address: Unit 9, The Wolds, 57 Ridge Road, New Germany.

Improvements: A single storey brick under slate roof dwelling with detached outbuildings comprising:

Main building: Entrance hall, lounge, family room, dining-room, kitchen, three bedrooms and two bathrooms.

Outbuildings: Garage, three carports, two servants and laundry.

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 on this the 26th day of October 1994.

Livingston Leandy Inc., Tenth Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 9050/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Syfrets Bank Limited**, Plaintiff, and **Rockford Property Investments (Proprietary) Limited**, First Defendant, **Radhakrishnan Naidu**, Second Defendant, **Kumiren Naidu**, Third Defendant, **Border Wine Cellars (Proprietary) Limited**, Fourth Defendant, **Markanda Naidu**, Fifth Defendant, **Markanda Naidu N.O.**, Sixth Defendant, **Rowland Watts N.O.**, Seventh Defendant, **Markanda Naidu N.O.**, Eighth Defendant, **Gonam Naidu N.O.**, Ninth Defendant, **Toolsee Naidu N.O.**, Tenth Defendant, and **Eugene Leon Sanan N.O.**, Eleventh Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 29 April 1994, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 December 1994 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Subdivision 14 of Lot 401, Zeekoe Valley, situated in the City of Durban, Administrative District of Natal, in extent 2,0013 (two comma nought nought one three) hectares, and held by the Second Defendant under Deed of Transfer T31098/89.

Improvements: Vacant land.

Street address: Marbleray Drive, Newlands East, Durban. Opposite the Newlands City Service Station, and parallel to Inanda Road.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.
2. 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges. This condition is waived if the purchaser is the Plaintiff.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 days after the date of sale.
4. The purchaser shall be liable for payment of interest at 0,5% (nought comma five per cent) above Nedcor Bank's (Nedbank Division), prime rate as published from time to time per annum, calculated and compounded monthly in arrears from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the attorneys for Execution Creditor and purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Inanda Area 2, and at the offices of the Execution Creditor's attorneys.
7. Prospective purchaser are advised to inspect the property prior to the sale.

Dated at Durban on this day of October 1994.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. M Jackson/03R452001.)

Case 3555/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Harold Andrew Smith**, First Defendant, and **Sharon Bridgett Smith**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 25 January 1993, 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 Estcourt, on the steps of the Magistrate's Court, Albert Street, Estcourt, KwaZulu/Natal, on 7 December 1994 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at the Sheriff's Office, at 142 Connor Street, Estcourt, KwaZulu/Natal, namely:

Lot 3924, Estcourt Extension 23, situated in the Borough of Estcourt, Administrative District of Natal, in extent of 643 (six hundred and forty-three) square metres, which property is physically situated at 6 Capricorn Crescent, Estcourt, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9423/87.

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

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the date of 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 17,25% (seventeen comma two five per cent) per annum, compounded monthly in advance in 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 1st day of November 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 2684/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Tracey Ann English**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 21 October 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 Pietermaritzburg, on the steps of her office, on Friday, 2 December 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at her office at Number 5, The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 5331 (of 5320), of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent of 269 (two hundred and sixty-nine) square metres, which property is physically situated at 122 Aurora Place, Northdale, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T2724/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house block under asbestos, consisting of a lounge, two bedrooms, toilet and shower.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 1st day of November 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 24059/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ronald Thembokuhle Mhlanga**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 20 October 1994, the following immovable property will be sold in execution on Friday, 2 December 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 256 (Unit J) in Township of Edendale, District of Pietermaritzburg, in extent three hundred and nineteen (319) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 256 Unit J, Edendale, Unnamed Road, Edendale, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under concrete block and tile, detached comprising three bedrooms, lounge, dining-room, bathroom, w.c. and shower. No outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 2nd day of November 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201. (Ref. Mr R. Dawson/Rabia/N0660/00.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Isac Arumugam**, First Execution Debtor, and **Savithrie Arumugam**, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Scottburgh, dated 7 September 1994, the following immovable property will be sold in execution on 9 December at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Section 50, as shown and more fully described on Sectional Plan SS9/1983 in the building or buildings known as Sunland, situated at Scottburgh of which the floor area, according to the said sectional plan is 45 square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Section Title ST2277/94, subject to the conditions of title contained therein and more especially to the reservation of mineral rights in favour of the State.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Flat 206, Sunland, 153 Scott Street, Scottburgh.

Upon the property is one second floor bachelor flat consisting of passage, kitchen and bathroom with toilet. Building has elevator and parking garages.

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, Scottburgh, 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, 1 Savell Place, Scottburgh South, 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 31st day of October 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 130 Scott Street, Scottburgh.

Case 78742/93

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

In the matter between **Margolisa Body Corporate**, Plaintiff, and **Garwood Michael Johnathan Baxendale**, Defendant

In pursuance of a judgment of the above Honourable Court dated 23 June 1994, a sale in execution will be held on 6 December 1994 at 14:00, in front of the Magistrate's Court, Sontseu Road-entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban North, to the highest bidder:

(a) Section 6 as shown and more fully described on Sectional Plan SS190/1981 in the scheme known as Margolisa in respect of the land and building or buildings situated at Durban, on which the floor area according to the said sectional plan is 58 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.

With the postal and street address of 6 Margolisa, 33 Seventh Avenue, Greyville.

Improvements (the following information is furnished but nothing is guaranteed in this regard):

The property consists of flat consisting of two bedrooms, bathroom, separate toilet, kitchen, lounge and open balcony.

The sale shall be subject to the following conditions.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 27th day of October 1994.

De Villiers Evan & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/J233.3410/94.)

Case 62791/93

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

In the matter between **Avfin Industrial Finance (Pty) Limited**, Plaintiff, and **Rudesh Rampersad**, Defendant

In pursuance of a judgment of the above Honourable Court dated 25 October 1993, a sale in execution will be held on Friday, 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the Inanda District, Area 1, to the highest bidder:

Lot 1305, Woodview, situated in the City of Durban, Administrative District of Natal, in extent two hundred and fifty-four (254) square metres, with the postal and street address of 132 Viewhaven Drive, Woodview, Phoenix:

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a block under tile roof dwelling comprising lounge, kitchen, three bedrooms, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for the Inanda District, Area 1, 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Avenue, Mountview, Verulam.

Dated at Durban this 2nd day of November 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N3759/93.)

Case 28819/94

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

In the matter between **Modem Body Corporate**, Plaintiff, and **Muhumaed Sayed Adam**, Defendant

In pursuance of a judgment of the above Honourable Court dated 23 June 1994, a sale in execution will be held on 8 December 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road-entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban Central to the highest bidder:

(a) Section 11, as shown and more fully described on Sectional Plan SS210/1993 in the scheme known as Modem in respect of the land and building or buildings situated at Durban of which the floor area, according to the said Sectional Plan is 79 square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said plan;

(c) Exclusive use area being Garden Area G11 Measuring 193 square metres comprising portion of the common property of Modem;

(d) Exclusive use area being Courtyard GY11 measuring 14 square metres comprising portion of the common property of Modem.

Situated at 11 Modem Court, 10 Bristow Crescent, Mayville, Durban.

Improvements: (The following information is furnished but nothing is guaranteed in this regard): The property consists of flat comprising of open plan kitchen, downstairs room, separate lounge, two bedrooms, toilet and bathroom, enclosed courtyard and exclusive use garden area.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 27th day of October 1994.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/J233.7072/94.)

Case 13253/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **N. W. Kumalo**, Defendant

In pursuance of a judgment granted on 4 December 1993, in the Magistrate's Court Pinetown and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1994, in front of the Magistrate's Court, Chancery Lane, Pinetown, at 10:00:

Description: Lot 8652 Pinetown (Extension 67), situate in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 664 Square metres, Held by Deed of Transfer T2444/92.

Physical address: 17 Galaxy Crescent, Marianridge.

Improvements: Single storey brick dwelling under tile, two bedrooms, bathroom, kitchen and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's Attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 8th day of November 1994.

M. P. A. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 9984/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. M. Msomi**, Defendant

In pursuance of a judgment granted on 21 September 1994, in the Magistrate's Court Pinetown and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1994, in front of the Magistrate's Court, Chancery Lane, Pinetown, at 10:00:

Description: All the right, title and interest in and to the Leasehold over Lot 401, Klaarwater, situated in the Administrative District of Natal, in extent 406 square metres, Held by Deed of Transfer TL704/90.

Physical address: Lot 401, Klaarwater.

Improvements: Single storey, block dwelling under asbestos, two bedrooms, bathroom, shower, kitchen and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's Attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 7th day of November 1994.

M. P. A. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 7163/94

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

In the matter between **Eugene Jasmin**, trading as E. J. Estates, Execution Creditor, and **Fredericks Anthony Wyatt**, First Execution Debtor, and **Vanessa Wyatt**, Second Execution Debtor

In pursuance of a judgment granted on 29 July 1994, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 9 December 1994 at 10:00, front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Lot 8669, Pinetown Extension 67, in extent of 838 square metres.

Postal address: 50 Galaxy Crescent, Mariann Heights, Pinetown.

Improvements: Brick under tile dwelling consisting of three bedrooms, pre-cast fencing with gates and tarred driveway.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Pinetown, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. GP/vdg/025179.)

Case 1537/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **NBS Bank Limited**, 87/01384/06, Plaintiff, and **Toppin-Hill Investments CC**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Umzinto and the warrant of execution issued pursuant thereto on 26 September 1994, the immovable property described as:

The remainder of Lot 658, Hibberdene, situated in the Hibberdene Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 3,0532 hectares, held under Deed of Transfer T4616/94, and situated in Marine Drive, Hibberdene, will be sold in execution on Friday, 9 December 1994 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, 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 Singh & Gharbaharan, First Floor, Mosque Centre, Main Road, Umzinto, and at the office of the Sheriff of Umzinto, 1 Savell Place, Scottburgh South.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers with 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:

Large complex of brick, cement and concrete under tile structures, consisting of 12 Units (all flats):

(a) One almost complete, has four bedrooms with main en suite, lounge, dining-room, combined open plan kitchen, bathroom with toilet;

(b) Seven three-bedroomed units with other rooms same as four-bedroomed unit;

(c) Four two-bedroomed units with other rooms same as four-bedroomed unit, but has no main en suite.

Buildings are still under construction, some have incomplete walls and roofs. All units will have undercover parking and all are sea facing.

Dated at Port Shepstone on this the 25th day of October 1994.

Barry, Botha & Breytenbach, c/o Singh & Gharbaharan, Plaintiff's Attorneys, First Floor, Mosque Centre, Main Road, Umzinto. (Ref. E. R. Barry/N260/01N209603.)

Case 712/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Visvanathan Naidoo**, First Defendant, **Sadasivan Shanmugam**, Second Defendant, and **Govindamma**, Third Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Chatsworth, dated 27 May 1994, the immovable property listed hereunder will be sold in execution on 29 November 1994 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Property description: Subdivision 1 of Lot 115, Umhlaluzana, situated in the City of Durban Administrative District of Natal, in extent 3 003 (three thousand and three) square metres.

Postal address: 72 Collier Avenue, Umhlaluzana Township, Chatsworth, Natal. (Street address).

Improvements: Comprising of four dwellings each with four bedrooms, main en suite, lounge, dining-room, kitchen, bathroom with shower, toilet, paved yard, garage, balcony and veranda.

Nothing is guaranteed in respect of the above.

Conditions of sale:

1. All bids will be accepted and 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.

2. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale.

3. 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.

4. Transfer shall be effected by Van Onselen O'Connell, the attorneys to the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale be for inspection at the office of the Sheriff, Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, Chatsworth.

Dated at Durban on this the 3rd day of November 1994.

Van Onselen O'Connell, Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr Franke/bvr/17 N002052.)

Case 8398/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Raymond Vadivaloo**, First Execution Debtor, and **Pushpadevi Vadivaloo**, Second Execution Debtor

In pursuance of a judgment granted 12 September 1994, in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1994 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder.

Description: Subdivision 13, of Lot 1017, Verulam, situated in the Borough of Verulam and in the Port Natal, Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent six hundred and seventy two (672) square metres.

Improvements: A brick under tile house with lights and water consisting of three bedrooms, lounge, kitchen, toilet and bath.

Physical address: 12 Oakbridge Place, Oaklands, Verulam.

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 ten per centum (10%) of the purchase price in cash or by 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 Court, Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda, District Two, Suite Seven, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Verulam on this the 4th day of November 1994.

Gordhan & Co., Execution Creditor's Attorneys, Suite 6, Second Floor, Temple Chambers, 52/54 Moss Street, Verulam, 5340.

Case 56346/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Phumlani Charles Ntaka**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 14 October 1993, the immovable property listed hereunder will be sold in execution on 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit K1978, situated in the Township of KwaMashu, District of Ntuzuma, in extent five hundred and thirty-two (532) square metres, held under Deed of Grant G3667/88.

The immovable property is situated at K1978, KwaMashu.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet with bathroom and single garage.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed: Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any Bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, telephone number (0322) 33-1037. (Ref. Mrs Chetty).

Dated at Durban on this the 3rd day of November 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3561/93/N4.)

Case 5167/90

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Adam**, First Defendant, and **Zainab Bibi**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 9 August 1990, 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, Scottburgh, on 15 December 1994 at 10:00, at the entrance of Magistrate's Court for the District of Scottburgh, Scott Street, Scottburgh.

Description: Lot 438, Umzinto Extension 2, situated in the Township of Umzinto North, and in the Umzinto Regional Services Area, Administrative District of Natal, in extent 1 582 square metres, held by Deed of Transfer T25716/1987.

Physical address of property: 467 Road, Umzinto Heights.

Zoning of property: Special Residential.

Improvements of property: Vacant land.

The nature, extent, condition and existence of any improvements are not guaranteed and sold voetstoots.

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 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Scottburgh, or the offices of Lawrie Wright and Partners.

Dated at Durban on this the 8th day of November 1994.

Lawrie Wright and Partners, Attorneys for Plaintiff, Ninth Floor, Perm Building, 34 Field Street, Durban. (Ref. Mr Wright/ KPD/WS 1223.)

Case 1790/93

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

In the matter between **First National Bank**, Plaintiff, and **J. P. du Plessis**, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 16 November 1993, the undermentioned immovable property will be sold in execution on 9 December 1994 at 10:00, by the Sheriff at Dundee, at the front door of the Magistrate's Court at Dundee, to the highest bidder:

Lot 1859, Dundee Extension 11, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 2 433 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 1859, Dundee Extension 11, is situated at 29 Fouche Street, Dundee.
2. On the said property there is a dwelling-house of face brick under tile roof with two garages attached to the house consisting of lounge, dining-room, three bedrooms, two bathrooms with toilets, small study with wall-to-wall carpeting.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 4th day of November 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341-2-1138/2-1195.)]

Case 1911/92

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

In the matter between **Dundee Municipality**, Plaintiff, and **R. Thandar**, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 27 October 1994, the undermentioned immovable property will be sold in execution on 9 December 1994 at 10:00, by the Sheriff at Dundee, at the front door of the Magistrate's Court at Dundee, to the highest bidder:

Remainder of Lot 845, Dundee, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 1 012 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Remainder of Lot 845, Dundee, is situated at 12 Bulwer Street, Dundee.
2. On the said property there is a dwelling under brick and iron roof and separate outbuilding.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 4th day of November 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341-2-1138/2-1195.)]

Case 1894/92

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

In the matter between **Dundee Municipality**, Plaintiff, and **R. A. Thandar**, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 30 September 1994, the undermentioned immovable property will be sold in execution on 9 December 1994 at 10:00, by the Sheriff at Dundee, at the front door of the Magistrate's Court at Dundee, to the highest bidder:

Lot 818, Dundee, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 1 689 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 818, Dundee, is situated at 43A Smith Street, Dundee.
2. On the said property there is a dwelling-house of brick under iron roof and a single garage.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 4th day of November 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341-2-1138/2-1195.)]

Case 531/94

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

In the matter between **Wesbank**, Plaintiff, and **B. E. A. Lovell**, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 12 August 1994, the undermentioned immovable property will be sold in execution on 9 December 1994 at 10:00, by the Sheriff at Dundee, at the front door of the Magistrate's Court at Dundee, to the highest bidder:

Lot 553, Dundee, situated in the Borough of Dundee, and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 2 206 (two thousand two hundred and six) square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 553, Dundee, is situated at 10 Beaconsfield Street, Dundee.
2. On the said property there is a dwelling-house under corrugated iron roof consisting of four bedrooms, spacious lounge, dining-room, kitchen, toilet and bathroom with large veranda and outbuilding.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 3rd day of November 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341) 2-1138/2-1195.]

Case 2298/93

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

In the matter between **First National Bank**, Plaintiff, and **Bazil Ernest Arthur Lovell**, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 28 September 1994, the undermentioned immovable property will be sold in execution on 9 December 1994 at 10:00, by the Sheriff at Dundee, at the front door of the Magistrate's Court at Dundee, to the highest bidder:

Lot 553, Dundee, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 2 206 (two thousand two hundred and six) square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 553, Dundee, is situated at 10 Beaconsfield Street, Dundee.
2. On the said property there is a dwelling-house under corrugated iron roof consisting of four bedrooms, spacious lounge, dining-room, kitchen, toilet and bathroom, with large veranda and outbuilding.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 3rd day of November 1994.

Acutt & Worthington, Plaintiff's Attorneys, 64 Gladstone Street, Dundee. [Tel. (0341) 2-1138/2-1195.]

Case 209/94

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **L. F. Masiteng**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Nqutu, and a warrant of execution dated 30 August 1994, the following immovable property will be sold in execution on 13 December 1994 at 10:00, at the front door of the Magistrate's Court, Nqutu, to the highest bidder, viz:

Lot 824, Nqutu, situated in the Administrative District of Natal, measuring 450 (four hundred and fifty) square metres. Brick under tile, two bedroom dwelling. Newly built. Bathroom, kitchen, dining-room and carpeted.

Nothing in this regard is guaranteed.

Conditions of sale: The complete conditions of sale are available for perusal at the Sheriff's Office, Dundee.

Dated at Dundee on this 4th day of November 1994.

De Wet & Dreyer, Plaintiff's Attorneys, P.O. Box 630, Dundee, 3000. (Ref Mr Dreyer/K883/AB.)

Saak 209/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NQUTU GEHOU TE NQUTU

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd**, Eiser, en **L. F. Masiteng**, Verweerder

Kragtens 'n lasbrief vir eksekusie gedateer 30 Augustus 1994, en 'n beslaglegging, sal die volgende vaste eiendom soos hieronder beskryf per openbare veiling op 13 Desember 1994 om 10:00, by die voordeur van die Landdroskantoor, Nqutu, aan die hoogste bieder verkoop word:

Erf 824, Nqutu, geleë in die administratiewe distrik Natal, in grootte 450 (vierhonderd en vyftig) vierkante meter. Nuut geboude baksteenwoonhuis met teëldak, twee slaapkamers, badkamer, kombuis, eetkamer en matte.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes is beskikbaar by die Balju se kantoor, Dundee.

Gedateer te Dundee op hierdie 4de dag van November 1994.

De Wet & Dreyer, Posbus 630, Dundee, 3000. (Verw. mnr. Dreyer/K883/AB.)

Case 79/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UNDERBERG HELD AT HIMEVILLE

In the matter between **First National Bank of Southern Africa**, Plaintiff, and **Albert Philip van Wyk**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Underberg held in Himeville and a writ of execution dated 10 August 1994, the immovable property listed hereunder will be sold in execution on 2 December 1994 at 11:00, at the Magistrate's Court in Bulwer, to the highest bidder:

Subdivision 1 of the farm FP 28 No. 7882, situated in the Administrative District of Natal, in extent 6,0647 hectares and situated at the corner of Donnybrook, Bulwer and Underberg Roads, District of Bulwer.

Improvements consist of a large storage shed, four offices and a residential building.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and within 14 days supply the Sheriff of the Court with a bank or building society guarantee for the balance of the purchase price in terms acceptable to the Sheriff of the Court.

3. The full provisions may be inspected at our office and/or at the offices of the Court Sheriff.

Dated at Underberg this 4th day of November 1994.

D. Macrae Bath, 1 Berg Delta Building, Main Road, Underberg, 4590.

Case 1721/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cecil Mandla Ngobese**, Defendant

In pursuance of a judgment granted on 6 October 1992 in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 December 1994 at 10:00, at the main south entrance of the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Description: Ownership Unit 1199, situated in the Township of Umlazi, District of Umlazi, in extent of 523 square metres, held by Deed of Grant 191/7, signed at Pretoria on 4 February 1976.

Physical address: Unit V1199, Umlazi.

Improvements: Single storey brick under tile dwelling comprising four bedrooms, dining-room, lounge, kitchen, two bathrooms and garage (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 9th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z07943/oe.)

Case 442/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndabbezinhle Dlungwana**, Defendant

In pursuance of a judgment granted on 11 May 1993 in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 December 1994 at 10:00, at the main south entrance of the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Description: Ownership Unit 795, in the Township of Umlazi, Unit 4, District County of Durban, in extent of 4 984 square feet(e), represented and described on General Plan BA17/1966, held under Deed of Grant 1562, signed at Pretoria on 26 January 1970.

Physical address: Unit D795, Umlazi.

Improvements: Single storey brick under asbestos dwelling comprising two bedrooms, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 9th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z13327/oe.)

Case 1050/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **T. M. Mvubu**, Defendant

In pursuance of a judgment granted on 18 August 1992, in the Magistrate's Court, Umlazi, and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 7 December 1994 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National KwaZulu flag post):

Description: Unit 725, in the Township of Umlazi, Unit 14, District County of Durban, in extent of 957,6 square metres, represented and described on General Plan BA12/1967.

Physical address: Unit R726, Umlazi.

Improvements: Single storey, brick dwelling under tile, two bedrooms, bathroom, shower, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 8th day of November 1994.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 4213/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLZOZI HELD AT EMPANGENI

In the matter between **Empangeni Cash & Carry**, Plaintiff, and **Themba Patrick Nkuna**, Defendant

In pursuance of a judgment granted on 21 January 1991, 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 13 December 1994 at 09:00, at the offices of the Sheriff of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H161, in the Township of eSikhawini, District of Ongoye, measuring 590 m² represented and described on general plan BA36/1974, registered in the name of Themba Patrick Nkuna by virtue of Deed of Grant G6390/86.

(b) *Street address:* H161, eSikhawini Township, eSikhawini.

(c) *Improvements* (not warranted to be correct): Dwelling consisting of brick and tile.

(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, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 1st day of November 1994.

Chris Van der Merwe & Partners, The Park, Unit J1, Ground Floor, 7 Pearce Crescent, Empangeni, P.O. Box 857, 3880.
[Ref. CVDm/avr/CW 35 (82).]

Case 753/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Doorasamy Chinnasamy Govender**, Plaintiff, and **Anandan Naicker**, also known as Ivan Naicker, Defendant

In pursuance of a judgment granted on 14 June 1991, in the Court of the Magistrate, Scottburgh, and a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution by public auction to the highest bidder for cash by the Sheriff of the Magistrate's Court, for the District of Umzinto, at the front entrance to the Magistrate's Court, Scott Street, Scottburgh, on 9 December 1994 at 10:00, or as soon thereafter as possible:

Description: A certain piece of land being:

(a) Lot 21, Hazelwood, situated in the Township of Umzinto North and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 2 541 square metres.

Postal address: P.O. Box 347, Umzinto, 4200.

Improvements: Double storey brick under solid concrete roof, open plan kitchen, lounge, two bedrooms and en suite. Basement: Bathroom, toilet, living-room, lounge combined, kitchen and two bedrooms.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 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 approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff prevailing from time to time from the date of sale to the date of transfer.
4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1 Saville Place, Scottburgh South.

Dated at Umzinto this 2nd day of November 1994.

Ramasar & Ramasar, Execution Creditor's Attorneys, First Floor, G H Centre, Main Road, P.O. Box 225, Umzinto, 4200.

Case 3214/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Anthony Carl Schorn**, First Defendant, and
Candice Heather Schorn, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 24 October 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 Pietermaritzburg, on the steps of her office on Friday, 2 December 1994 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 82 (of 16) of Lot 17, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and twelve (712) square metres, which property is physically situated at 65 Steele Road, Pelham, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T18524/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house brick under tile, consisting of an entrance hall, lounge, dining-room, three bedrooms, bathroom and toilet and a shower and toilet. There is an outbuilding consisting of a double garage, servants' room, toilet and a shower and a swimming-pool.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 8th day of November 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 5876/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Syfrets Mortgage Nominees Limited**, Plaintiff, and **Frederick John Perfect**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 13 September 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 December 1994 at 08:00, at the front entrance to the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Lot 776, Glenmore, situated in the Munster Town Board Area and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 2 800 (two thousand eight hundred) square metres.

Improvements: A brick under tile shopping complex, known as The Munster Shopping Centre, comprising: *Ground floor:* Seven small shops, passageway, two female toilets with washbasin, large shop with kitchen, store-room, two toilets and two washbasin and outside toilet. *Upstairs:* Two offices of approximately 131 square metres each, passage and pedestrian walkway.

Street address: Munster Shopping Centre, corner of Colebroke and General Gordon Avenues, Munster.

Town-planning Zoning: Limited Commercial.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within 14 (fourteen) days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 17,83% (seventeen comma eight three per centum) per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Port Shepstone, and at the offices of the Execution Creditor's attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 3rd day of November 1994.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Main, 71 Victoria Embankment, Durban. (Ref. M. Jackson/17S517010.)

Case 6784/93

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 **Jorge Leonel Sousa de Jesus**, Plaintiff

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated February 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 Central, on Friday, 2 December 1994 at 10:00, at the front entrance of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve:

Property description:

1. Subdivision 1 of Lot 5129, Durban, situated in the City of Durban, Administrative District of Natal, in extent 855 (eight hundred and fifty-five) square metres.
2. Subdivision 5 of Lot 5129, Durban, situated in the City of Durban, Administrative District of Natal, in extent 379 (three hundred and seventy-nine) square metres.

Improvements: Single storey brick on tile dwelling.

Main house: Entrance hall, lounge, dining-room, kitchen, three bedrooms, w.c./bath/shower, jacuzzi/w.c./shower, TV-room, pantry and sunroom.

Outbuildings: Office, single garage and servants' quarters.

Nothing in this regard is guaranteed.

Physical address: 160 Manning Road, Glenwood, 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 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, Durban Central at 21 Stafmayer House, Beach Grove, Durban.

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Ashookkumar Kaylass**, First Defendant, and **Bhanmathie Kaylass**, Second Defendant

In pursuance of a judgment granted on 22 October 1993, in the Court of the Magistrate, Chatsworth and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 13 December 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Remainder of Lot 992, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 898 (eight hundred and ninety-eight) square metres.

Street address: 367 Silverglen Drive, Silverglen, Chatsworth.

Improvements: Brick under tile roof dwelling comprising of three bedrooms, lounge, kitchen, toilet and bath. Basement - room, kitchen, toilet and bath.

Outbuildings: Two rooms, kitchen, toilet and bath (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrates' Court, Chatsworth.

Dated at Durban this 4th day of November 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z16889/JR.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as United Bank, Plaintiff, and **Santhakumaran Pather**, First Defendant, and **Alvie Noeleen Pather**, Second Defendant

In pursuance of a judgment granted on 19 July 1994, in the Court of the Magistrate, Verulam and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 9 December 1994 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Chatsworth:

Description: Lot 431, Riverdene, situated in the City of Durban, Administrative District of Natal, in extent 245 (two hundred and forty-five) square metres.

Street address: 5 Holmdene Gardens, Newlands West.

Improvements: Brick under tile, water and lights, two bedrooms, lounge, kitchen, toilet and bath (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrates' Court, Inanda Area (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, Verulam.

Dated at Durban this 1st day of November 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26508/JR.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Case 2296/90

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

In the matter between **Martin Moshodi**, Execution Creditor, and **William Mafabatho**, Execution Debtor

In pursuance of a judgment of Odendaalsrus, Magistrate's Court, and warrant of execution dated 15 March 1992, the following property, will be sold in execution dated on Friday, 18 November 1994 at 09:00, at office of the Sheriff, Magistrate's Court, Conroy Building, 40 Weeber Street, Odendaalsrus:

Certain Erf 200, situated in Block 1, in the Township of Kutlwanong in the District of Odendaalsrus, held by virtue of Certificate Right of Leasehold TL8744/1993, known as 200 Block I, Kutlwanong.

Improvements (none of which are guaranteed): Dwelling-house only.

Conditions of sale:

1. The property shall be sold to the highest bidder, without reserve, subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash after the sale and the unpaid balance, together with interest thereon calculated at 18,5% (eighteen comma five per cent) per annum, to date payment shall be paid within 14 (fourteen) days from the date of sale or secured by an approved bank or building society guarantee.

3. Only cash or guaranteed cheques will be accepted.

4. No warranties are given with respect to the said property and it is sold voetstoots.

Dated at Odendaalsrus on the 27th day of September 1994.

T. V. Matsepe & Co., Attorneys for Plaintiff, 137 Waterkant Street, P.O. Box 669, Odendaalsrus, 9480.

Saak 9482/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die munisipaliteit Bloemfontein**, Eiser, en **F. J. en C. M. van der Berg**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 1 September 1994 sal die volgende eiendom op Vrydag, 9 Desember 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 4242, geleë in die stad en distrik Bloemfontein, groot 1 124 vierkante meter, gehou kragtens Akte van Transport No. 2881/1987 geregistreer op 31 Maart 1987, perseeladres Gladstoneweg 9, Noordhoek, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, badkamer met aparte toilet, kombuis, portaal en twee stoepe. Buitegeboue: Motorhuis, bedienekamer en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 21ste dag van Oktober 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derdie Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 9444/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die munisipaliteit Bloemfontein**, Eiser, en **A. M. Motseki**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 20 September 1994 sal die volgende eiendom op Vrydag, 9 Desember 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 22522, geleë in die stad en distrik Bloemfontein, groot 888 vierkante meter, gehou kragtens Akte van Transport No. 16801/1993 geregistreer op 24 September 1993, perseeladres Kliphoutsingel 8, Lourierpark, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer, twee badkamers en toilet. Buitegeboue: Toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 28ste dag van Oktober 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derdie Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **M. S. Gibson**, Eiser, en **C. A. Gibson**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare hof op 21 Mei 1994 en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op 9 Desember 1994 om 10:00, deur die Balju van die Hooggeregshof te die Landdroshof, Peetlaan-ingang, Bloemfontein:

Resterende gedeelte van onderverdeling 1 (Irene van die gedeelte Arcadia 2432), van die plaas Carolina 1525, geleë in die munisipaliteit Bainsvlei, distrik Bloemfontein.

Huis op eiendom bestaande uit twee verdiepings, vyf slaapkamers, kombuis, eetkamer, drie badkamers, drie motorhuise, sitkamer, twee buitekamers, en twee boorgate.

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, Bloemfontein-Wes, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Geteken te Bloemfontein op hierdie 15de dag van Oktober 1994.

L. Strating, vir Symington & De Kok, Prokureur vir Eiser, Derde Verdieping, NBS-gebou, Bloemfontein.

Saak 406/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNINGMAN GEHOU TE HENNINGMAN

In die saak tussen **ABSA Bank**, Eiser, en **H. M. H. le Roux**, Verweerder

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verkry het op 20 Augustus 1993, en ter uitvoering van 'n lasbrief vir eksekusie gedateer 7 Oktober 1993, sal die ondergenoemde eiendom per openbare veiling verkoop word te Fouriestraat 15, Henningman, op Vrydag, 2 Desember 1994 om 10:00:

Erf 343, Henningman, groot 1 250 vierkante meter, geleë te Fouriestraat 15, Henningman.

Verbeterings: Portaal, sitkamer, eetkamer, vier slaapkamers, waskamer, kombuis, badkamer, badkamer met stort, twee motorhuise, motorafdek en buitekamer met toilet.

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, Henningman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Henningman hierdie 23ste dag van Oktober 1994.

Maree & Vennote, EMF-gebou, Steynstraat 40; Posbus 23, Henningman.

Saak 9006/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. J. C. Meiring**, Eerste Eksekusieskuldenaar, en **M. J. H. Meiring**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 September 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Desember 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 973, geleë te en bekend as Jasonsweg 102, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T5826/89.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, woonkamer, kombuis, twee badkamers, twee motorafdakke en twee motorhuise.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16% (sestien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 3de dag van November 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 9738/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOUD TE WELKOM

In die saak tussen **Nedcor Bank Bepark**, Eksekusieskuldeiser, en **M. M. Lebuke**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 4 Oktober 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Desember 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van: Perseel 23731, geleë en bekend as 23731 Thabong, Welkom, gesoneer vir woondoeleindes, groot 240 vierkante meter, gehou kragtens Transportakte TL5538/90.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 3de dag van November 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 9814/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOUD TE WELKOM

In die saak tussen **Nedcor Bank Bepark**, Eksekusieskuldeiser, en **K. T. Matsoso**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 5 Oktober 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Desember 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van: Perseel 5520, geleë te en bekend as 5520 Thabong, Welkom, gesoneer vir woondoeleindes, groot 258 vierkante meter, gehou kragtens Transportakte TL19565/92.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, kombuis, badkamer, motorafdak en motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 3de dag van November 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak 1059/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOUD TE SASOLBURG

In die saak tussen **ABSA Bank Bpk.** (Trust Bank), Eksekusieskuldeiser, en **Mark Harris** (Identiteitsnommer 541021 5106 18 4), Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 27 September 1994, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die eksekusieskuldeiser op Vrydag, 9 Desember 1994 om 10:00, te die Landdroskantoor, Bainstraat, Sasolburg:

Erf 1006, Deneysville, geleë in die residensiële gebied Deneysville.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

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

3. Die eksekusieskuldeiser sal goedgegunste oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprys van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Arthurrylaan 19, Deneysville.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveel word.

Geteken te Sasolburg op hierdie 31ste dag van Oktober 1994.

A. V. Theron, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg.

Saak 7722/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Bepark**, No. 86/04794/06 (Allied Bank Divisie), Eiser, en **J. en Y. Rothman**, 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 9 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 kantore van die Balju, Landdroshof, Sasolburg:

Sekere: Erf 12184, geleë in die dorp Sasolburg-uitbreiding 12, distrik Parys (Edwardstraat 7), groot 664 vierkante meter.

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, badkamer/w.k./kombuis, enkelgarage, bediendekamer/stort/w.c.

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. 3 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien (10%) persentum 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 afslaskommissie 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 2de dag van November 1994.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Vereeniging; Posbus 415. (Verw. Mnr. Hoffman.)

Saak 862/94

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **ABSA Bank Bepark**, Eiser, en **T. A. Tsie**, Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 25 Oktober 1994, en lasbrief vir eksekusie teen onroerende goedere gedateer 14 Oktober 1994, sal die hierondervermelde onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 9 Desember 1994 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, te wete:

Sekere Erf 3669, Masilo, Theunissen, groot 299 vierkante meter.

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 Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 31ste dag van Oktober 1994.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

Saak 861/94

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Herman Johann Ascher**, Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof, gedateer 25 Oktober 1994, en lasbrief vir eksekusie teen onroerende goedere gedateer 14 Oktober 1994, sal die hierondervermelde onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 9 Desember 1994 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, te wete:

Sekere: Erf 483, geleë in die dorp en distrik Theunissen (Sarel Cilliersstraat 29, Theunissen), groot 1 388 vierkante meter.

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 Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 31ste dag van Oktober 1994.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

Saak 860/94

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Ambrose Khomongoe Nkhobo**, Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 25 Oktober 1994, en lasbrief vir eksekusie teen onroerende goedere gedateer 14 Oktober 1994, sal die hierondervermelde onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 9 Desember 1994 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, te wete:

Sekere Erf 3646, Masilo, Theunissen, groot 299 vierkante meter.

Verbeterings: Woonkamer, kombuis, drie slaapkamers, badkamer en toilet.

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 seve 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, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen; en

(2) Die Balju vir die Landdroshof, Theunissen, p.a. H & L Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 31ste dag van Oktober 1994.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

Saak 180/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KOPPIES GEHOU TE KOPPIES

In die saak tussen **Die Stadsraad van die Koppies Munisipaliteit**, Eksekusieskuldeiser, en **C. A. Delpont**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros te Koppies, en lasbrief vir eksekusie uitgereik deur bogemelde Agbare hof, sal die ondervermelde eiendom op Vrydag, 9 Desember 1994 om 10:00, te die Landdroskantoor, Koppies, geregtelik verkoop word aan die hoogste bieder, naamlik:

Sekere Erf 254, geleë in die dorp Koppies, distrik Koppies, groot 1 190 (eenduisend eenhonderd en negentig) vierkante meter, gehou kragtens Transportakte T7948/1984.

Volledige verkoopvoorwaardes ter insae by die kantoor van die Balju van die Landdroshof, gedurende kantoorure, asook by die Eiser se prokureurs en sal deur die Balju op die dag van verkoping uitgelees word.

Geteken te Koppies op hierdie 2de dag van November 1994.

P. R. de Wet, vir De Wet & Du Toit, Prokureurs vir Eiser, Kerkstraat 26A, Posbus 21, Koppies, 9540.

Saak 12683/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Fidelity Bank, Eiser, en P. Z. Letshabo, Verweerder**

Kragtens 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 15 Augustus 1994, sal die ondervermelde eiendom per publieke veiling vir kontant op Vrydag, 9 Desember 1994 om 10:00, te Die Landdroshof, Peetlaan-ingang, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Erf 4050, geleë in die dorp Heidedal, distrik Bloemfontein, beter bekend as Forelsingel 35, Heidedal, Bloemfontein, groot 280 vierkante meter.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, kombuis, sitkamer en badkamer met aparte toilet.

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 Balju binne tien (10) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Landdroshof, Bloemfontein-Oos te Bloemfontein, Oranje-Vrystaat en/of p.a. die Eksekusieskuldeiser se prokureurs, Human, Symington & De Kok, Tweede, Derde, Vierde en Vyfde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 1ste dag van November 1994.

De B. Human, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 2952/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Beperk, handeldrywende as Allied Bank, Vonnisskuldeiser, en mnr. L. D. Mofokeng, Vonnisskuldenaar**

Ingevolge 'n vonnis gelewer op 14 September 1994, in die Kroonstad, Landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Desember 1994 om 09:00, voor die hoofingang van die Landdroshof, Murraystraat, Kroonstad, deur Podium Afslaaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Perseel 1634, Seeisoville-uitbreiding 1, Gelukwaarts, Kroonstad, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL323/1988.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n perseel waarvan die woning tot op die fondasie afgebreek is.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Murraystraat, Kroonstad.

Gedateer te Kroonstad op hede die 2de dag van November 1994.

E. A. Burke, vir Naude, Thompson, Du Bruyn & Bukre, Prokureur vir Eiser, Reitzstraat 23, Kroonstad, Posbus 932. [Tel. (0562) 2-3289.]

Saak 9481/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit, Eiser, en Kleynhans, J. H. J. en V., Verweerder**

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 12 Augustus 1994, sal die volgende eiendom op Vrydag, 9 Desember 1994 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 7096, geleë in die stad en distrik Bloemfontein, groot 987 vierkante meter, kragtens Akte van Transport 1781/1990, geregistreer op 28 Februarie 1990 (perseeladres Kmdt Erweestraat 52, Wilgehof, Bloemfontein).

Die volgende verbeterings is aangebring, maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer en kombuis. **Buitegeboue:** Motorhuis en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Wes, Presidentgebou, Kamer 210, St Andrewstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 4de dag van November 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Case 3102/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Douglas Bhikwenza Ntombela**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 18 May 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 19991, situated in the Township of Thabong, District of Welkom, measuring 234 (two hundred and thirty-four) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL14146/1990, known as 19991 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows—

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 7th day of November 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN154.)

Case 9143/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Leoma Gideon Ntlhe**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 5 October 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 19962, situated in the Township of Thabong, District of Welkom, measuring 234 (two hundred and thirty-four) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL5817/1991, known as 19962 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows—

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 7th day of November 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN175.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ndaba Andries November**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 5 October 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 19885, situated in the Township Thabong, District of Welkom, measuring 300 (three hundred) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL6035/1991, known as 19885 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows—

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 7th day of November 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN174.)

Case 7788/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **David Swainson Eccles**, First Defendant, and **Joan Rosalind Eccles**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 19 October 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:

Certain Erf 380, situated in the Township of Naudeville, District of Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendants by Virtue of Deed of Transfer T3144/1973, known as 39 Lena Street, Naudeville, Welkom.

Improvements: Residential property with entrance hall, lounge, dining-room, kitchen, laundry, family room, three bedrooms, bathroom with toilet, double carport, servant's quarters and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 7th day of November 1994.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN168.)

Saak 13876/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **P. J. van der Merwe**, Verweerder

Ingevolge 'n vonnis gedateer 5 September 1994 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 9 Desember 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 403, Deeltitelskema SS4/1980, San Michelle, geleë, in die stad en distrik Bloemfontein, ook bekend as San Michelle 403, Alexandralaan, Bloemfontein, groot 30 m², gehou kragtens Transportakte ST16947/93, San Michelle 403, Alexandralaan, Bloemfontein.

Verbeterings: Woonstel bestaande uit sitkamer, kombuis, badkamer, toilet, slaapkamer en motorafdak.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,25% (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 17de dag van Oktober 1994.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Verw. JHC/eg/CM7104.)

Saak 12658/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **S. N. Mantsengu**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 9 Desember 1994 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 16339, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung, gehou kragtens Transportakte TL8110/1992, grootte 256 (tweehonderd ses-en-vyftig) 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 wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Bloemfontein hierdie 7de dag van Oktober 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, St Andrewstraat 151, Bloemfontein. (Verw. Bezuidenhout van Zyl Ing./Z31680.)

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **F. J. Greyling**, Verweerder

Ingevolge 'n vonnis gedateer 23 September 1994 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 9 Desember 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 2747, geleë in die stad en distrik Bloemfontein, groot 338 m², gehou kragtens Transportakte T19286/1993, en beter bekend as President Steynlaan 50, Westdene, Bloemfontein.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, spens, twee badkamers, twee toilette, stort en twee motorhuise.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,250% (sewentien komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 21ste dag van Oktober 1994.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Verw. JHC/rs/CM7335.)

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **M. J. Kholopane**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 8 September 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer 8 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping uitgelees sal word:

Die reg, belang en titel in sekere Perseel 201K, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroshof, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/97/4/94.)

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **K. V. Mokoena**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 8 September 1994 en 'n lasbrief in bogemelde Agbare Hof gedateer op 8 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping uitgelees sal word:

Die reg, belang en titel in sekere Perseel 10034A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroshof, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/47/4/94.)

Saak 349/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **M. E. Manzini**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer op 1 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregteklik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 7179A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/29/1/94.)

Saak 903/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **P. N. Makhathe**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 8 September 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer 8 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregteklik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 7134A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/21/3/94.)

Saak 702/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **M. A. Letuka**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer op 1 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregteklik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 235L, Bluegum Bosch, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/93/2/94.)

Saak 501/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **J. D. Khumalo**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer op 1 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregteklik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 9175A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/50/1/94.)

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **B. Sibubane**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer op 1 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, gereglik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 7066A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/65/1/94.)

Saak 502/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **R. S. Tsie**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer op 1 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, gereglik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel 268H, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Tom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview, Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. JV/49/1/94.)

Saak 926/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **Z. G. Ntimane**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer op 1 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, gereglik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in:

Sekere: Perseel 8530A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33-682.] (Verw. JV/24/3/94.)

Saak 925/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen **Hoogland Ontwikkeling**, Eiser, en **S. Dhlamini**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 31 Augustus 1994, en 'n lasbrief in bogemelde Agbare Hof gedateer op 1 September 1994, die ondergemelde eiendom op Vrydag, 9 Desember 1994 om 09:00, die Magistraatskantoor, Phuthaditjhaba, gereglik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in:

Sekere: Perseel 125J, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 23ste dag van September 1994.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 33-682.] (Verw. JV/18/3/94.)

Saak 3101/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bepers**, Eiser, en **Andries Arnoldus Welgemoed**, Verweerder

Ingevolge 'n vonnis gedateer 24 Maart 1994, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 9 Desember 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 246, geleë in die stad en distrik Bloemfontein, groot 3 996 m², gehou kragtens Transportakte T10747/1992, beter bekend as Karel Kielblockstraat 15, Langenhovenpark, Bloemfontein.

Verbeterings: Vierslaapkamerwoonhuis met studeerkamer, televisiekamer, sitkamer, eetkamer, twee badkamers, twee storte, twee toilette, kombuis, opwaskamer en drie motorhuise.

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 Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% (vyftien komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 28ste dag van Oktober 1994.

J. H. Conradie, vir Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Verw. JHC/rs/CM2446.)

Saak 15979/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bepers**, Eiser, en **Henry John Viviers**, Verweerder

Ingevolge 'n vonnis gedateer 7 Oktober 1994, en 'n lasbrief vir eksn vonnis gedateer 7 Oktober 1994, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 9 Desember 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 15033, Uitbreiding 94, Bloemfontein, groot 1 059 m², gehou kragtens Transportakte T8565/1994, beter bekend as Kommandant Erweestraat 10, Wilgehof, Bloemfontein.

Verbeterings: Drieslaapkamerwoonhuis met studeerkamer, kombuis, opwaskamer, sitkamer, eetkamer, twee badkamers, twee storte, bedienekamer met toilet, twee motorhuise, skadu-afdek, swembad en boorgat.

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 Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% (vyftien komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 28ste dag van Oktober 1994.

J. H. Conradie, vir Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.] (Verw. JHC/rs/CM7609.)

Saak 14296/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bepers**, Eiser, en **Makapoko Agnes Tshuazana**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief geregtelike verkoping gedateer 26 September 1994 sal die ondervermelde eiendom op 2 Desember 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Perseel 18570, Mangaung, distrik Bloemfontein, groot 336 vierkante meter, soos aangetoon op Algemene Plan L65/88, gehou kragtens Akte van Transport TL11259/1990.

Bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer en kombuis.

Die koper moet afslaersgelde, Belasting op Toegevoegde Waarde asook 10% (tien persent) van die koopprys betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Perm-gebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCT070.)

Case 813/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Solomon Cornelius Fourie**, trading as J. D. S. Vervoer (I.D. No. 5011185085000), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the offices of Hendrikz & De Vletter, Voortrekker Street, Brandfort, on Friday, 2 December 1994 at 10:00, of the undermentioned properties of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Voortrekker Street, Brandfort, prior to the sale:

1. "Sekere resterende gedeelte van die plaas De Nek 173, geleë in die distrik Brandfort, groot 91,2639 (een-en-negentig komma twee ses drie nege) hektaar, eerste oorgedra by Akte van Transport No. 38952/1890 met kaart aangeheg, voorheen gehou kragtens Transportakte No. 6071/1964, tans gehou kragtens Transportakte T9623/1982, onderworpe aan sekere voorwaardes soos daarin vervat."

2. "Sekere Onderverdeling 1 van die plaas Houtnek 729, geleë in die distrik Brandfort, groot 74,9185 (vier-en-sewentig komma nege agt een vyf) hektaar, eerste oorgedra by Akte van Verdelingstransport No. 592/1964, tans gehou kragtens Transportakte T9623/1982, onderworpe aan sekere voorwaardes soos daarin vervat."

3. "Sekere resterende gedeelte van die plaas Rietfontein 364, geleë in die distrik Brandfort, groot 642,2695 (seshonder twee-en-veertig komma twee ses nege vyf) hektaar, eerste geregistreer by Akte van Toekenning, en geregistreer op 3 Oktober 1880 met kaart aangeheg en gehou kragtens Transportakte No. 6070/1964, tans gehou kragtens Transportakte T9623/1982, onderworpe aan sekere voorwaardes soos daarin vervat."

Consisting of no dwelling-house or outbuildings, divided into grazing camps with water supply.

The above properties are worked as one and are approximately 10 km from Brandfort, on the Theunissen Road.

Subject to: "Indien ons gemelde seun Salomon Cornelius Fourie, te sterwe sou kom sonder om wettige afstammeling na te laat sal die bogemelde eiendomme oorgaan aan sy twee broers en suster of hulle wettige afstammeling by plaasvervulling."

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS122A), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Saak 336/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Tlhorisho Abel Gaga**, Verweerder

Ingevolge uitspraak van die Landdros van Botshabelo en lasbrief geregtelike verkoping gedateer 26 Julie 1994 sal die ondervermelde eiendom op 2 Desember 1994 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere reg van huurpag tot Perseel 472, Blok H, Botshabelo, gehou kragtens Sertifikaat van Huurpag H547/1985 gedateer 31 Julie 1985 soos meer volledig sal blyk uit Algemene Plan PB44/1981.

Bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, kombuis, badkamer en sitkamer.

Die koper moet afslaersgelde, Belasting op Toegevoegde Waarde asook 10% (tien persent) van die koopprys betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Botshabelo, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Perm-gebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCG030.)

Saak 6878/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Sipho Allem Dube**, Eerste Verweerder, en **Senkepeng Elliama Dube**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief geregtelike verkoping gedateer 9 Junie 1994 sal die ondervermelde eiendom op 2 Desember 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Plot 29, Vallombrosa Klein Plasie, geleë in munisipaliteit Bloemspruit, distrik Bloemfontein, Van Vuurenlaan 29, Bloemfontein, groot 4,2827 hektaar, gehou kragtens Transportakte T14377/1993 onderworpe aan sekere voorwaardes.

Bestaande uit enkelverdiepingwoonhuis met vyf slaapkamers, kombuis, sitkamer, eetkamer, twee badkamers, familie-kamer, twee motorhuise en swembad.

Die koper moet afslaersgelde, Belasting op Toegevoegde Waarde asook 10% (tien persent) van die koopprys betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Perm-gebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCD032.)

Saak 14300/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Phakamile Danie Jama**, Eerste Verweerder, en **Mpho Priscilla Jama**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 27 September 1994, sal die ondervermelde eiendom op 2 Desember 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 1115, Kagisanong, distrik Bloemfontein, groot 450 vierkante meter soos aangedui op Algemene Plan L2/1986, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL2462/1987, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, kombuis, sitkamer, twee badkamers, eetkamer en twee motorhuise.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 13222/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Ntshidiseng Hilda Maseela**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 27 September 1994, sal die ondervermelde eiendom op 2 Desember 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot perseel 11669, Kagisanong, Mangaung, Bloemfontein, groot 365 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL266/1987 en aangetoon op Algemene Plan L29/86, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, kombuis, sitkamer, twee badkamers, eetkamer en motorhuis.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur 'n Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 444/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Ramokgobo Jacob Sekonyela**, Verweerder

Ingevolge uitspraak van die Landdros, Botshabelo, en lasbrief tot geregtelike verkoping gedateer 17 Oktober 1994, sal die ondervermelde eiendom op 2 Desember 1994 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 728, Blok H, Botshabelo, gehou kragtens sertifikaat van Reg van Huurpag H197/1986, gedateer 1 Augustus 1986 soos meer volledig sal blyk uit Algemene Plan PB44/1981, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, kombuis, badkamer en sitkamer.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Botshabelo, nagesien word.

McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 8409/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit**, Eiser, en **Pretorius, J. F.**, Verweerder

Ingevolge 'n uitstraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 23 Augustus 1994, sal die volgende eiendom op Vrydag, 9 Desember 1994 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 11503, geleë in die stad en distrik Bloemfontein, groot 924 vierkante meter, gehou kragtens Akte van Transport 24694/1992, geregistreer op 31 Desember 1992. (Perseeladres: Bandelierweg 23, Fleurdal, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, werkskamer, badkamer en kombuis.

Buitegeboue: Motorhuis, motorafdak, bediendekamer en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnestraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 4de dag van November 1994.

J. H. Truter, p.a. Naudes, Prokureurs vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 9740/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **P. B. Tselsi**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 6 Oktober 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Desember 1994 om 11:00, te die Tulbachstraat-ingang van die Landdroskantoor, Welkom:

Erf 7655, geleë te en bekend as De Wetstraat 14, Reitzpark, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T4610/92.

Verbeterings: Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer en motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom hierdie 2de dag van November 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wesels- en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 16556/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Munisipaliteit**, Eiser, en **Mac Kay, V. J.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 6 Oktober 1994, sal die volgende eiendom op Vrydag, 9 Desember 1994 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 11684, geleë in die stad en distrik Bloemfontein, groot 756 vierkante meter, gehou kragtens Transport 13443/1981, geregistreer op 11 November 1981. (Perseeladres: Burgersingel 23, Uitsig, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, badkamer en kombuis.

Buitegebou: Toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnestraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 7de dag van November 1994.

J. H. Truter, p.a. Naudes, Prokureurs vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Case 762/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Makobelane Paul Maloka** (Identity No. 1/5488783/6), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3100, Zamdela Township, District of Parys, measuring 268 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold L3100/125, being 3100 Zamdela, Sasolburg.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

Signed at Johannesburg on the 2nd day of November 1994.

Routledge's Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93077/FCLS/Mr Brewer/djl.)

Case 2909/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Derick William Maile** (Identity No. 5509035130004), First Defendant, and **Lilla Lynette Maile**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 15270, Sasolburg Township, District of Parys, measuring 1.269 square metres, held by the Defendants under Deed of Transfer T6872/1991, being 6 Von Wielligh Street, Sasolburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

Signed at Johannesburg on the 1st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72928/FCLS/Mr Brewer/djl.)

Case 2516/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Johann Schoeman** (Identity No. 5010155028008), First Defendant, and **Mariana Schoeman**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 11326, Sasolburg Extension 45 Township, District of Parys, measuring 881 square metres, held by the Defendants under Deed of Transfer T5090/1991, being 1 Colenso Street, Sasolburg.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, 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).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99305/FCLS/Mr Brewer/djl.)

Case 4040/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Malefane Simon Seabole** (born on 10 April 1930), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 9 December 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3142, Zamdela Township, District of Parys, measuring 268 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold L296/1983, being 3142 Zamdela, Sasolburg.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per 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).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76343/FCLS/Mr Brewer/djl.)

Saak 4784/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank**, Eksekusieskuldeiser, en **L. B. Mokhosi**, Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 21 Junie 1994, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur die Balju, Bloemfontein-Oos, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang), op Vrydag, 9 Desember 1994 om 10:00, nl.:

Sekere Erf 17974, geleë in die dorp Mangaung, distrik Bloemfontein, beter bekend as 17974 Fase 2, Manguang, groot 240 (tweehonderd-en-veertig) vierkante meter, gehou kragtens Akte van Transport BL6329/1992 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

Terme: Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 31ste dag van Oktober 1994.

Balju van die Hof, Barnesstraat 5, Bloemfontein.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein. [Tel. (051) 47-3374/8.]

Saak 66/1994

IN DIE LANDDROSHOF VIR DIE DISTRIK FOURIESBURG GEHOU TE FOURIESBURG

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Civic Homes BK**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Fouriesburg, en kragtens 'n lasbrief tot uitwinning gedateer 14 Oktober 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 9 Desember 1994 om 11:00, te die Landdroskantoor, Reitzstraat, Fouriesburg, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 492, 493, 494, 495 en 780 bestaande uit Deel 1, 2, 3, 4, 5, 6, 7 en 8, groot Deel 1 = 121 vierkante meter: Deel 2 = 106 vierkante meter: Deel 3 = 106 vierkante meter: Deel 4 = 121 vierkante meter: Deel 5 = 121 vierkante meter: Deel 6 = 106 vierkante meter: Deel 7 = 106 vierkante meter: Deel 8 = 121 vierkante meter, geleë in die dorp Fouriesburg, gehou kragtens Deelverband SB796/91.

Ten opsigte van voormelde verbeterings word geen waarborg verstrekkend.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 7 (sewe) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig, gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof.

Geteken te Bethlehem op hierdie 8ste dag van November 1994.

Harrington De Clerk & Schönken, Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VERED AUCTIONEERS

PROPERTY AUCTION, HOUGHTON

Insolvent estate **M. A. V. N. Peter**, Master's Ref. T3464/94, instructed by the Trustee we will sell by public auction, Portion 1 of Stand 2073, Houghton Estate, Johannesburg, being 9-14th Street, Houghton.

A three-bedroomed single-storey main dwelling, plus self contained cottage and normal outbuildings.

The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per centum) deposit in cash or bank-certified cheque at the fall of the hammer, the balance by approved guarantees within 30 days.

Date of sale: Thursday, 1 December 1994 at 12:00, at the property 9-14th Street, Houghton, Johannesburg.

Directions: 3 km from the Sparkling Waters Hotel, Rustenburg.

For further information and to view, please phone the Auctioneers Vered (011) 646-5432, Fax. (011) 486-1618; P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

PUBLIC AUCTION, RUSTENBURG FARM

Plesco Enterprises CC, trading as **Plesco Products** (in liquidation), Master's Ref. T2828/94.

Instructed by the Liquidator in the above matter we will sell by public auction, Portion 51, of the farm Rietfontein 348, RD, IQ, Transvaal, measuring 24,2112 hectares.

Improvements include a four-bedroomed house, a two-bedroomed house, shop, stables, a third house, staff rooms, packing rooms, offices, walk-in cold room, plus three greenhouses for roses and 15 greenhouses for cucumbers, four bore-holes, irrigations and more.

The property will be sold as a lot (going concern): The fixed property with the greenhouses, walk-in cold room, movable farming assets.

The property will be sold to the highest accepted bidder subject to confirmation by the Liquidator.

Terms: 15% (fifteen per centum) deposit in cash or bank-certified cheque at the fall of the hammer, the balance within 30 days. VAT will be added.

Date of sale: Wednesday, 23 November 1994 at 12:00, at the property, view two days prior to the sale.

Directions: 3 km from the Sparkling Waters Hotel, Rustenburg.

For further information and to view, please phone the Auctioneers Vered (011) 646-5432. Fax. (011) 486-1618; P.O. Box 84272, Greenside, 2034.

AUCOR

PUBLIC AUCTION: THREE-BEDROOMED HOUSE, ESTHER PARK, KEMPTON PARK

The matter of insolvent estate **J. S. Gouws**, Master's Ref. T2208/94, on Tuesday, 22 November 1994 at 10:30.

Duly instructed by the Trustee, we will hereby sell this property being Erf 441, Esther Park, better known as 22 Tierhout Street, Esther Park, Kempton Park.

Description: A lovely house comprising three bedrooms with wall-to-wall carpets and built-in cupboards, bathroom, toilet and a separate shower, lounge, dining-room and kitchen with wooden cupboards. Outbuildings include a garage and servants' quarters. The house is secured by a surrounding wall and has a front garden and lawn at the back.

Directions: On the N3 due South, take Modderfontein off-ramp, turn right into Modderfontein Road, right towards Esther Park, into Parkland Drive, right into Camwood Street, right into Wistaria Street and left into Tierhout Street.

View: By appointment.

Terms: A 20% (twenty per centum) 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: Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. [Tel. (012) 342-2041.] [Fax. (012) 342-2042.].

Contact: Lisa Sardinha.

PHIL MINNAAR BK

(CK93/29245/23)

BESTORWE INSOLVENTE BOEDELVEILING VAN TWEE AANGRENSENDE HOEWES NOORD VAN PRETORIA, VASTFONTEIN

In opdrag van die Eksekuteur in die bestorwe insolvente boedel **H. L. Fekken**, Boedelnommer 1893/93, verkoop ons die ondervermelde eiendomme per openbare veiling op Woensdag, 23 November 1994 om 13:00.

Plek van veiling: Hoewe 175, Vastfontein. (Sien ligging.)

Ligging: Ry vanaf Pretoria op die ou Warmbadpad, draai regs na Rooiwal en ry vir 4,6 km, hoewes op regterkant. (Skuins oorkant weermagkamp.)

Beskrywing van eiendomme: Gedeelte 175 en Gedeelte 201, van die plaas Vastfontein 271, Registrasieafdeling JR, Transvaal.

Groot: Onderskeidelik 8,5653 ha en 8,5702 ha.

Verbeterings: Beide hierdie eiendomme is onverbeterd.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daagliks.

Navrae: Skakel Martin Pretorius (012) 322-8330/1; Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Faks. (012) 322-9263.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

LIKWIDASIEVEILING VAN BESIGHEIDSGEBOU, HOEK VAN SWART- EN SUMMERSSTRAAT, OTTOSDAL, TRANSVAAL, OP 29 NOVEMBER 1994 OM 10:30 OP DIE PERSEEL, ERWE 474, 475, 480, 481 EN 482 IN DIE DORP OTTOSDAL, REGISTRASIEAFDELING IQ, TRANSVAAL

Behoorlik daartoe gelas deur die Likwidateur **Ferticor (Edms.) Bpk.** (in likwidasie), Meestersverwysing T330/94, verkoop ons per openbare veiling genoemde eiendom op die perseel.

Besigheidsgebou bestaande uit:

Winkel 1: 274,32 m² met: Vertoonlokaal, twee badkamers, kombuis en twee kantore;

Winkel 2: 1082,33 m² met: Vertoonlokaal, vyf kantore, kombuis, gang, twee badkamers, onderdele lokaal, oliekamer, gereedskapkamer, stoorkamer en werkwinkel (609 m²);

Ander: 32 m² buitegeboue met ruskamers en toilette;

Oppervlakte: Gebou is 1388,65 m², grond is 9 915 m² (totaal).

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Likwidateur.

Afslasernota: Hierdie gebou is geleë in die Sentrale Sakegebied, Ottosdal, en kan aangewend word in die herstel en onderhoudsbedryf, kleinhandel, ligte nywerheid- en/of motor- en trekkersbedryf. Goed beplandegebou, slegs 12 jaar oud.

Besigtiging: By die adres of reël met die Afslaer.

Reg van ontrekking en/of wysiging van veiling word voorbehou.

Vir meer besonderhede skakel Piet Human gedurende kantoorure by (012) 341-1314.

TRIDENT AUCTIONEERS CC**BENONI AGRICULTURAL HOLDINGS**

Duly instructed by the Trustee in the insolvent estate **C. E. Ellerbeck**, Master's Ref. T4105/93, we will sell by public auction entirely without reserve and to the highest bidder on Thursday, 24 November 1994 at 10:00 sharp, at 183 Gum Street, Benoni Agricultural Holdings, being Plot 183, Benoni Agricultural Holdings, measuring 20 244 square metres, comprising *main house* with lounge, dining-room, two bedrooms, two bathrooms, built-in bar and fitted kitchen. *Flatlet* with two bedrooms, bathroom and kitchen. *Rondavel* with bathroom. *Outbuildings* comprising two offices, four carports, fully enclosed yard with stabling for seven horses, riding-training facilities and chicken runs. Accommodation for four staff members with ablutions.

Viewing: Wednesday, 23 November from 10:00 to 16:30.

Directions: From Benoni, proceed past Bunny Park to Pretoria Road and follow pointers.

Terms: 20% (twenty per centum) deposit in cash or bank-guaranteed cheque on the fall of the hammer. The balance payable in 30 days from confirmation by means of cash or suitable bank-guarantees. Subject to seven days confirmation.

For further information please contact the Auctioneer, Brian Bolton at (011) 888-6071.

BID-A-BID AUCTIONEERS**COMPANY IN LIQUIDATION**

Duly instructed by the Liquidator of **Gemchem CC**, Master's Ref. T1854/94, we will sell the loose assets at 47 First Avenue, Boksburg North, on Tuesday, 22 November 1994 at 10:30, immediately after the property.

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872.

BID-A-BID AUCTIONEERS**COMPANY IN LIQUIDATION**

Duly instructed by the Liquidator of **Gemchem CC**, Master's Ref. T1854/94, and the member and Bondholder of 490 Boksburg North CC, we will sell Erf 490, Boksburg North, at the premises 47 First Avenue, Boksburg North, on Tuesday, 22 November 1994 at 10:30.

Terms: 20% (twenty per centum) 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.]

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN PLAAS EN SEWE TABAKOONDE, DISTRIK POTGIETERSRUS

In opdrag van die Kurator in die insolvente boedel **L. S. D. du Plessis**, Meestersverwysing T1505/94, verkoop ons die ondervermelde eiendom per openbare veiling op Woensdag, 30 November 1994 om 11:00.

Plek van veiling: Die plaas Groenfontein. (Sien ligging).

Ligging: Vanaf Naboomspruit na Potgietersrus, draai links op die Sterkrivierpad en ry 22,8 km. Draai links na Haakdoring en ry vir 3,7 km op die grondpad, draai regs en ry 2,7 km tot by plaas. (Sien rigtingwysers).

Beskrywing van eiendom: Resterende Gedeelte van Gedeelte 1, van die plaas Groenfontein 254, distrik Potgietersrus, Registrasieafdeling KR, Transvaal.

Groot: 171,3064 ha.

Verbeterings: Agt-vertrek-woonhuis met twee rondawels. Plaas verbeterings, groot takbakskuur (elektries toegerus), sinkaf-dakke, ± 110 ha droëlande, 60 ha weiding en plaasgrens aan Madikierispruit.

Tabak oonde: Sewe tabak oonde.

Terme: Vaste eiendom, 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Tabak oonde: Streng kontant.

Besigtiging: Daagliks.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1; Posbus 28265, Sunnyside, 0132.

REUSE IMPLEMENTE VEILING

Behoorlik daartoe gemagtig deur die Mede Likwidateur van **Chris Wiid (Eiendoms) Beperk** (in likwidasie), Meestersverwysing T2654/94, sal die ondervermelde roerende bates per publieke veiling aangebied word op 2 Desember 1994 om 10:00 en 14:00, te die plase Welgevonden en Bloempoot, distrik Groblersdal (sien verdere besonderhede hiervan en rigtingaanwysers hieronder).

Trekkers: Drie Massey Ferguson—MF, MF265 en MF 1969, drie Landini—Landini, Landini 1974 JOG en Landini 7500, twee International, Fiat en Yanmar, Delanco Hoëtrekker, John Deere 2130, sewe John Deere 2140, vyf John Deere 2140 4 × 4, twee John Deere JD3140, John Deere JD4040, John Deere 4640, John Deere JD750 Kruiprekkers en Ford.

Vragmotors, bakkies en motorvoertuie: Drie Isuzu Law's, Toyota Land Cruiser's, Toyota Hilux en vier Isuzu JCR500.

Implemente en ander: New Holland Batterylaaier, vier Damskrope, Disse: TBCW 28-24, TBCW 32-24, M210, 4,3 meter dis, JD410 dis en JD 3,8 meterdis, Drukpers (20 Ton), Liliston Grondboonuithaler, Venter graansakvuller, *Kappers:* Howardkapper, Howardkapper 60 cm en Falconkapper, twee Landskaaf, Lemoen Meuletjie, Oorhoofsekraan vir sitrus en elektriese hyser sitrus, Gallion Passkraper, *Planters:* JD Katoen planter, JD7000 planter, JD 7000 6ry planter en tabakplanter, *Ploëë:* Vyf en vier LM skottelploëë, vierskaar ploeg, omslagploeg. Hardi omslagploeg, *Rippers:* Vyf en 10 Tand Rippers en Roleg, 4ry Liliston rolskoffel, *Spuite en toebehore:* Kantoenspuit, Sitrusspuit Eagle, Tacomaspuit en spilpuntsputkar, *Sweisapparaat:* Hobart sweisapparaat. Fiat Snymasjien, *Strooiers:* 1 Ton kunsmisstrooier, 1 Ton JS kunsmisstrooier en tweewiel Rovic strooier, Tabak Skaal, *Tillers:* Handicult 15v, Handicult 2.9 meter, 4ry skoffel en JS Handicult, Vogwaaier en Beitelploeg (tabak), *Sleepwaens:* 10 Ton sleepwa, vierwiel sleepwa en 5 T tipper, 19 tabak sleepwaens.

Hier is nog vele meer, te veel om op te noem.

Geliewe kennis te neem dat hierdie kennisgewing onderhewig is aan verandering sonder verder kennisgewing.

Plek, tyd en rigtingaanwysers:

Om 10:00: Die grootste hoeveelheid van die bates sal verkoop word te die plaas Welgevonden, distrik Groblersdal, vier kilometer vanaf Groblersdal op Middelburgpad, volg daarna rigtingaanwysers.

Om 14:00: Die balans bates word verkoop te die plaas Bloempoot, distrik Groblersdal, 4,5 kilometer vanaf Groblersdal op Marble Hall pad, draai links op Bronkhorstspuitpad vir ongeveer 12,2 kilometer, volg rigtingaanwysers.

Voorwaardes van koop: Kontant of per bankgewaarborgde tjek op datum van veiling plus 14% (veertien persent) B.T.W.

Vir meer besonderhede kontak:

Pye Serfontein, (0135) 656-2060/656-69557. Faks (0135) 656-1257. Huis (0135) 2-3822.

Koos v.d. Linde, Kantoor (016) 21-1431. Faks (016) 22-3772. Huis (016) 28-4728.

Hercules Campher, Kantoor (0132) 2-5203. Faks (0132) 2-5233. Huis (0132) 2-1170.

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION

MODERN THREE-BEDROOMED TOWNHOUSE, SITUATED IN A MAGNIFICENT WELL MAINTAINED COMPLEX, CLUBVIEW, VERWOERDBURG

Duly instructed by the Trustee in the insolvent estate **G. F. van der Merwe**, T1552/94, we will sell Tuesday, 22 November 1994 at 11:00, on Site 4, Disa Park, Disa Street, Clubview, Verwoerdburg.

Three bedrooms main en suite, lounge cum dining-room, modern kitchen with extractor fan, sliding door onto covered patio with louvred roof, double lock-up garage, neat garden.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg or Jade Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING, WOONHUIS, SELCOURT, SPRINGS

In opdrag van die Kurator in die insolvente boedel van **R. Lehman**, Meestersverwysing T1242/94, verkoop ons die ondergenoemde eiendom per openbare veiling op die perseel op Woensdag, 30 November 1994 om 12:30.

Eiendom en beskrywing: Alaskaweg 7, Selcourt, Springs, Siersteenwoning met enkelmotorhuis en afdak vir twee voertuie, bediendekamer met buite toilet, lieflike swembad, motoroprit is geteer.

Erf grootte: 1 040 m².

Woning beskik oor drie slaapkamers, badkamer, sitkamer, eetkamer, woonkamer, kombuis ens.

Verkorte Verkoopvoorwaardes: 15% (vyftien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod, balans van die koopprys verseker te word by wyse van waarborge binne 21 dae na datum van bekragtiging.

Afslaersnota: Netjiese woning naby aan alle geriewe. Veiling word sterk aanbeveel.

Besigtiging: Gedurende redelike tye, wag aan diens.

Navrae: Libra Afslaers, Florida. [Tel. (011) 674-2336/2595.]; Libra Afslaers, Posbus 698, Maraisburg, 1700.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING, WOONHUIS, BIRCHLEIGH-UITBREIDING 4, KEMPTON PARK

In opdrag van die Kurator in die insolvente boedel van **P. S. Oelofse**, Meestersverwysing T3190/94, verkoop ons die ondergenoemde eiendom per openbare veiling op die perseel op, Donderdag, 24 November 1994 om 12:30.

Eiendom en beskrywing: Lawrencestraat 12, Birchleigh-uitbreiding 4, Kempton Park.

Teeldakwoning wat bestaan uit ingangsportaal, sitkamer, eetkamer, eetkamer, gang, drie slaapkamers met ingeboude kaste en volvloermatte, twee badkamers, kombuis met staal kaste, motorhuis met afdakke vir drie motors, buitekamer met toilet, netjiese tuin in die 1 271 vierkante meter erf.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod, balans van die koopprys verseker te word by wyse van waarborge binne 21 dae na datum van bekragtiging.

Afslaersnota: Naby skole, stasie en besigheidsentrum.

Besigtiging: Gedurende redelike tye, wag aan diens.

Losgoedere: Meubels, streng kontant alleenlik.

Navrae: Libra Afslaers, Florida. [Tel. (011) 674-2336/2595.]; Libra Afslaers, Posbus 698, Maraisburg, 1700.

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **M. L. en P. J. R. H. van Sittert**, sal die ondervermelde onroerende eiendom per publieke veiling aangebied word op Woensdag, 30 November 1994 om 11:00, te die betrokke eiendom.

Gedeelte 3 van die plaas Aasvogelkrans 275, Registrasieafdeling JS, Transvaal, groot 777,2214 hektaar.

Ligging: Ongeveer 30 km noord van Witbank, sien ons rigtingaanwysers hieronder).

Verbeterings: 'n Plaashuis bestaande uit vyf slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Onvoltooide stoor en staalstoor.

Vakansieoord: 'n Vakansieoord Aasvogelkrans, is op die eiendom geleë met kantoorblokke, twee swembaddens, 'n glybaan, braaiplekke en lappas en volledige ablusieblokke met toilette vir mans en dames. Voorts is hier ook staproetes en oornaghutte met pragtige natuurskoon. Die Olifantsrivier loop deur die eiendom.

Die grond is voorts geskik vir gemengde boerdery en 125 hektaar is geskik vir boontjies en tef. 650 hektaar weiding verdeel in ses kampe waarvan die toestand goed is. Drie gronddamme en waterkanaal vir suipings.

Afslersnota: Die natuurskoon is pragtig en is die eiendom die ideale koop vir 'n persoon wat kapitaalkragtig is om die eiendom in 'n vakansielushof te omskep.

Rigtingaanwysers: Vanaf Witbank op die Saaihoekpad tot waar grondpad begin. Ry vir ongeveer sewe kilometer op grondpad en volg ons rigtingaanwysers daarna.

Verkoopvoorwaardes: 10% (tien persent) deposito op datum van veiling en die balans per bankwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bankkoerse.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 kantoorure of 2-1170 na-ure.

PLUS AFSLAERS**BOEDEL WYLE, P. J. HEYNS**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op 22 November 1994 om 11:00, Erf 687, Hompest 062, Lewisham, Krugersdorp.

Voorwaardes: Onroerende bates: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjeek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslers (011) 475-5133.

PLUS AFSLAERS**BOEDEL WYLE, J. BATES**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op 21 November 1994 om 11:00, Resterende Gedeelte van Erf 53, Franklenrylaan 106, Parktown, Pretoria.

Voorwaardes: Onroerende bates: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjeek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslers (011) 475-5133.

PODIUM AFSLAERS**OPENBARE VEILING**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **Philip Blignaut Viljoen en Susanna Hendrina Frederika Viljoen**, getroud binne gemeenskap van goedere, voorheen handeldrywende as **Kroonstad Drankwinkel**, te hoek van Murray- en Reitzstraat, Kroonstad, Boedelnommer B207/94, sal per openbare veiling aangebied word op Vrydag, 2 Desember 1994 om 09:00, te perseel van Podium Afslers, Murraystraat 62, Kroonstad, die volgende naamlik:

Twee kassies (slaapkamer); witkassie; hangkas; staalkabinet; twee los stoele; enkelbed met matras; blompot; rondetafel en stoele; enkelbed met matras; tafel en drie stoele; hangkas; telefoontafeltjie; rak; klein rakkie; stel boeke Wêreldivisie; tuintafel en vier stoele-draad; hoeveelheid tuingereedskap; grassnyer Wolf -wrak; glas toonbank; vier toonbanke; twee kasregisters AD5; yskas dubbel glasdeure; drankrak en twee rakke; lessenaar en stoel; vrieskas Freshette-kistipe; betaalplank; hoeveelheid leë bottels en koeldrankkaste; trollie; kluis Westvaal een meter hoog; houtkas; prysmerker; 11 bottels Vodka (nippies); twee Old Buck Gin (half jacks); 20 Cane (nippies); 14 bottels verskillende wyne; drie bottels Likeur, drie bottels Rum-Captain Morgan; vyf bottels Cane-Nelsons, Gin Gilbeys, vyf druiwesappe; vyf "Boks" wyn; twee wyn; drie en 'n halwe kratte bier, 34 bier blikkies, sakkie met vuurhoutjies en sigarette, sekere koelkamer ± 25 vierkante meter met eenheid, ses Mint Punch en ysmasjien.

Vuurwapens: Haelgeweer 12 boor, Kode 205, Nommer 19318, Oud-Enkelloop

.38 Rewolwer, Kode 004, Nommer 801274-Taurus.

.38 Rewolwer, Kode 407, Nommer 90567-Ruby.

.22 Geweer, Kode 004, Nommer 451, Oud.

Bogenoemde roerende eiendom sal per kontant aangebied word aan die hoogste bieder.

Afslaaers: Podium Afslaaers, Murraystraat 62, Kroonstad [Tel. (0562) 2-5170.]

Kurator: F. J. E. Paola, p.a. Paola du Plessis & Van der Merwe, Eerste Verdieping, NFS-gebou, Brandstraat 36, Kroonstad. [Tel. (0562) 2-6541/2/3.]

ELI STRÖH VEILINGS

LIKWIDASIE EIENDOMSVEILING, POTGIETERSRUS VAN TWEE SAKESENTRUMS EN PLAASEIENDOM MET HANDELSREGTE

Behoorlik daartoe gelas deur die Likwidadeur in die volgende sake—

(a) **Tobie van Wyk Sakesentrum BK** (in likwidasie), Meestersverwysingsnommer T3541/94.

(b) **Potgietersrus Eiendomsondernemings BK** (in likwidasie), Meestersverwysingsnommer T3542/94.

(c) **Tobie van Wyk Ingelyf** (in likwidasie), Meestersverwysingsnommer T3560/94.

Vrydag, 18 November 1994 om 10:00, te die perseel Tobed Sakesentrum, Retiefstraat 59, Potgietersrus.

Die volgende eiendomme:

1. Die Restant van Erf 241, Piet Potgietersrus, KS Transvaal, groot 1 636 vierkante meter, bekend as Tobed Sakesentrum, Retiefstraat 59.

Verbeteringe: 'n Moderne enkelvlak sakegebou bestaan op hierdie perseel en verder bestaande uit vier winkels, 'n kantoorflank, asook 'n doktersspreekkamerflank. Die verhuurbare oppervlakte is ongeveer 940 vierkante meter.

2. Gedeelte 1 van Erf 60, Piet Potgietersrus, KS Transvaal, groot 1 481 vierkante meter, bekend as Schoemanstraat 48.

Verbeteringe: Op hierdie eiendom bestaan daar 'n kommersiële gebou van ongeveer 600 vierkante meter wat in twee winkels verdeel is.

3. Gedeelte 34 van die plaas, Piet Potgietersrus, Town and Townlands 44, KS Transvaal, groot 21,4133 ha.

Hierdie ware herelandgoed is uitstekend verbeter.

Pragtige vierslaapkamerwoonhuis met studeerkamer, sitkamer, eetkamer, kombuis, ontbyt-kamer, twee groot badkamers, onthaalarea. Grasdaklapa, groot swembad met kinderbad. Grasdakrondawel met sit-/slaapkamer, kombuis, badkamer. Voël-hokke, veiligheidsomheining met spreiligte. Drie toesluitmotorhuise en pakkamers, twee staalstore, winkel met store, woonstel en ablusies, 20 kampe met suipings, dam en twee toegeruste boorgate.

Afslaaersnota: Voornemende kopers u moet nie hierdie veiling misloop nie. Hier is vir u 'n geleentheid om 'n goeie eiendom te bekom. Inligtings brosjures is beskikbaar op aanvraag.

Voowaardes van verkoop: 10% (tien persent) deposito en die balans binne 30 dae na bekragtignis periode van 7 (sewe) dae.

Vir meer besonderhede kontak die Afslaaers, Eli Ströh Eiendomsagente en Afslaaers, Groblerstraat 14A, Posbus 1238, Pietersburg. [Tel. (0152) 295-6439.]

AUCTRADER AFSLAERS

BESTORWE BODELVEILING VAN 'N EENSLAAPKAMERWOONSTEL GELEË TE SECUNDA

In opdrag van die eksekutuer in die bestorwe boedel, **E. G. Chester**, Meestersverwysing T8907/92, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op 23 November 1994 om 11:00, te Coron Park 206, hoek van Ettiene Rossouw en Van Rijnstraat, Secunda.

Eiendom: Deel 87, Coron Park, Secunda, ook bekend as Coron Park 206, Secunda, grootte 50 m².

Verbeterings: Woonstel bestaande uit 'n slaapkamer, badkamer, sitkamer/eetkamer en 'n motorafdak.

Verkoopvoorwaardes van eiendomme: 15% (vyftien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Skakel mev. Kleynhans (0136) 31-1873 of skakel die Afslaer by (012) 87-2346 of (082) 554-6817; Auctrade, Posbus 30124, Sunnyside, 0132.

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N LANDBOUHOEWE MET MODERNE DRIESLAAPKAMERWONING GELEË TE BOSCHFONTEIN, HEIDELBERG, TRANSVAAL**

In opdrag van die Kurator, in die insolvente boedel, **C. D. en D. M. M. Curry**, Meestersverwysing T3231/94, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op 24 November 1994 om 11:00, te Hoewe 56, Boschfontein, Heidelberg, Transvaal.

Eiendom: Hoewe 56, Boschfontein, grootte 1,21 hektaar.

Verbeterings: Woning bestaande uit drie slaapkamers, twee badkamers, eetkamer/TV-kamer, sitkamer, kombuis met houtkaste, opwasarea, stoep en dubbelmotorhuis. Die huis het ook vloermatte en duursame teëls. Ingeboude braaier, verskeie hoenderhokke, motorafdak, stoorkamers en bediendekamers. Gevestigde tuin met besproeiing.

Verkoopvoorwaardes van eiendomme: 10% (tien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Rigtingwysing: Volg die Vaaldampad vanaf Heidelberg vir 1,6 kilometers, draai regs in grondpad en volg ons rigtingwysers.

Besigtiging/besonderhede: Skakel mev. Curry by (0151) 95-284 of skakel die Afslaer by (012) 87-2346 of (082) 554-6817; Auctrade, Posbus 30124, Sunnyside, 0132.

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERWONING GELEË TE PRETORIA-TUINE, PRETORIA**

In opdrag van die Kurator in die insolvente boedel, **A. J. en G. E. Jager**, Meestersverwysing T3490/94, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op 29 November 1994 om 10:00, te Weirstraat 596, Pretoria-Tuine, Pretoria.

Eiendom: Restant van Erf 358, Pretoria-Tuine, Pretoria, ook bekend as Weirstraat 596, Pretoria-Tuine, Pretoria, grootte 991 m².

Verbeterings: Woning bestaande uit drie slaapkamers, badkamer, sitkamer en motorhuis.

Verkoopvoorwaardes van eiendomme: 15% (vyftien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daaglikse tussen 08:00 en 18:00 of skakel die Afslaer by (012) 87-2346 of (082) 554-6817; Auctrade, Posbus 30124, Sunnyside, 0132.

PARK VILLAGE AUCTIONS**LEISURE RESTAURANT (PTY) LTD (IN LIQUIDATION), TRADING AS BAYERISCHERHOF VILLAGE, MASTER'S REFERENCE T2975/94**

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction, this Estate's Fixed Property and Movable Assets, on site at Leisure Restaurant (Pty) Ltd (in liquidation), trading as Bayerischerhof Village, Lanseria Road, Lanseria, Randburg District, PWV, on Wednesday, 23 November 1994, commencing at 10:30, property and movables.

For further particulars contact the Auctioneer, Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.] Mr Pieter Venter.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: B. A. DUFFY, MASTER'S REFERENCE T2977/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 39 Fifth Avenue, Illovo, Sandton District, PWV, on Tuesday, 22 November 1994, commencing at 10:30, a four-bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: D. KONSTADOPOULOS, MASTER'S REFERENCE T2377/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 2 Oak Avenue, Northmead, District of Benoni, PWV, on Monday, 21 November 1994, commencing at 10:30, a five-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

AUCOR (PTY) LTD**PUBLIC AUCTION**

E.O.M. TRANSVAAL (PTY) LTD, IN LIQUIDATION, MASTER OF THE SUPREME COURT REF. T898/94

INSOLVENT ESTATE: I. AND A. W. VAN NIEKERK, TRADING AS CENTRE PHARMACY, MASTER OF THE SUPREME COURT REF. T3349/94

KEM GENERAL DEALER (PTY) LTD, IN LIQUIDATION, MASTER OF THE SUPREME COURT REF. T5148/93

INSOLVENT ESTATE: F. E. FOURIE, MASTER OF THE SUPREME COURT REF. T4802/93

AT AUCTION PARK 14 APPLE ROAD, WENDYWOOD, SANDTON, ON TUESDAY, 15 NOVEMBER 1994 AT 10:30

Duly instructed by the Liquidators and Trustees appointed in the above-mentioned matters we will supplement and sell as follows:

Jewellery Manufacturing Machinery, office furniture and equipment, computer accessories, shelving, melamine cabinets and fittings, computer spares and accessories, candle manufacturing plant.

For further details please contact the Auctioneers.

View: Day prior to the sale.

Terms: R1 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid on the day of the sale. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: For security reasons, no cash, will be accepted at the Auction site.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

SAIA.

I, Ashleigh Mather, P.O. Box 15621, Doornfontein, 2028.

VERED AUCTIONEERS**PUBLIC AUCTION**

INSOLVENT ESTATE: P. W. KAUFMAN, MASTER'S REF. T1524/90

Instructed by the Trustee in the above matter we will sell by public auction Portion 259, of the farm Putfontein 26, IR, Benoni, measuring 4,28 hectares.

Improvements comprise a single-storey dwelling consisting of entrance, lounge, dining-room, kitchen, three bedrooms and bathroom, a double garage and a second house consisting of entertainment room, kitchen, bedroom and bathroom.

There are four bore-holes, a windmill, a septic tank and a storage dam.

Terms: 15% (fifteen per centum) 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: 29 November 1994 at 12:00, at the property, 259 Lurie Road, Putfontein, Benoni.

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.

VERED AUCTIONEERS**PUBLIC AUCTION**

JOINT INSOLVENT ESTATE: A. AND F. BOTTCHEER, MASTER'S REFERENCE T1813/94

Instructed by the Trustee in the above matter we will sell by public auction Erf 304, Silverfields Extension 1, Krugersdorp, measuring 1 196 square metres.

Improvements include a single-storey dwelling of entrance, lounge, dining-room, kitchen, laundry three bedrooms and two bathrooms (mes), a double lock-up garage and outside toilet.

The property is walled and fitted with an alarm system, and has a paved driveway.

Terms: 15% (fifteen per centum) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustee.

Date: Tuesday, 6 December 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.

VERED AUCTIONEERS**PUBLIC AUCTION****INSOLVENT ESTATE: HILDA BETTY PODLAS, MASTER'S REF. T332/94**

Duly instructed we will sell by public auction Erf 2566, Brits Extension 36, situated at Kooperasie Avenue, Brits (Vacant).

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the Trustee.

Terms: 15% (fifteen per centum) deposit in cash or bank-certified cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

For further information and to view, please phone the Auctioneers Vered. [Tel. (011) 646-5432.] [Fax. (011) 486-1618.]; Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

LIBRA AUCTIONEERS**INSOLVENT ESTATE AUCTION HOUSE, KRUGERSDORP NORTH**

Duly instructed by the Trustee in the insolvent estate of **S. P. Stanton**, T2779/94, we will sell by public auction presentation on the premises the undermentioned property on Tuesday, 29 November 1994 at 12:00.

Certain: Portion 3 of Erf 43, Krugersdorp North, also known as 12 Blommestein Street.

Brick construction home, consisting of kitchen, entrance hall, passage, lounge, dining-room, family room, three bedrooms with built-in cupboards, two bathrooms, garage and refrigerator room, two outbuildings with shower and toilet, safety gates etc. This 1 069 square metres stand is surrounded with precast walls.

Conditions: 20% (twenty per centum) deposit of the purchase price in cash or a bank-guaranteed cheque on signature of the conditions of sale. Balance within 21 days after day of confirmation by the Trustee. Further conditions will be read by the Auctioneer before the closing of the bid.

Auctioneers note: Established neighbourhood, across high school and close to primary school, walking distance to central business area.

Auctioneers and enquiries: Libra Auctioneers, Florida. Giel Bezuidenhout. [Tel. (011) 674-2336/2595.]; P.O. Box 698, Maraisburg, 1700.

ELI STRÖH AUCTIONS**LIQUIDATION SALE OF THREE-BEDROOMED RESIDENCE, 33A BOK STREET, PIETERSBURG AND 1991 MAZDA DRIFTER B2200**

Duly authorised by the Liquidator in the matter, **Buffalo Candles (Pty) Ltd** (in liquidation), Master's Ref. T3902/83, we will sell on Wednesday, 23 November 1994 at 10:00, at the property 33A Bok Street, Pietersburg.

The property: Certain Portion 1 of Erf 104, Pietersburg, Registration Division LS, Transvaal, measuring 1 428 square metres.

Improvements: A modern three-bedroomed dwelling under semi-pitched roof with three bedrooms, lounge, dining-room, well-fitted kitchen, scullery, laundry and one and a half bathrooms.

Outbuildings: Double open-sided carport.

Vehicle: 1991 Mazda Drifter B2200.

Terms of payment:

The property: 15% (fifteen per centum) deposit and the balance within 30 days after confirmation by the Liquidators.

The vehicle: Cash or bank-guaranteed cheque only.

For further information, contact the Auctioneers Eli Ströh Estate Agents and Auctioneers, P.O. Box 1238, 14B Grobler Street, Pietersburg. [Tel. (0152) 295-6439.]

ELI STRÖH VEILINGS**INSOLVENTE BOEDELVEILING VAN TOTALE INHOUD VAN DAMES BOETIEK, POTGIETERSRUS**

Behoorlik daartoe gelas deur die Likwidateur, in die saak, **Boutique Elegant BK** (in likwidasie), Meestersverwysing T3556/95, sal ons verkoop op Woensdag, 30 November 1994 om 10:00, te die perseel, Tobed Sakesentrum, Retiefstraat 59, Potgietersrus.

Alle toerusting, ameubelment, rekenaar-kasregister, elektroniese kasregister, hoeveelheid rakke, toonbank, opgemaak uit vier gedeeltes, klererakke, klerestaanders en uitstallings rakke.

Groot hoeveelheid dames rokke, dames pakke, swemdrag, kinderklere, handsakke, onderklere en nog veel meer.

Terme en betaling: Slegs kontant of bankgewaarborgde tjeks.

Vir meer besonderhede, kontak die Afslaers Eli Ströh Eiendomsagente en Afsalers, 14B Groblerstraat, Posbus 1238, Pietersburg. [Tel. (0152) 295-6439.]

VAN'S AFSLAERS**VEILING BATES**

In opdrag van die Kurator van insolvente boedel, **J. P. Kotze**, T3683/94, verkoop Van's Afslaers ondervermelde bates, onderhewig aan bekragtiging, of soos afgekondig, per openbare veiling op:

(1) 25 November om 11:00

Twee drankwinkels en lisensies te Ermelo, as lopende ondernemings ter plaatse.

(2) 30 November om 11:00

Drieslaapkamer meenthuis bekend as Eenheid 2, Skema 230 SS Westrahof, Witbank, ter plaatse.

(3) 1 Desember om 10:00

Meubels en toerusting, voertuie, vuurwapens, drank ens., te lokale van Van's Afslaers, Pretoria.

(4) 2 Desember om 11:00

Sebaka Wildplaas, groot 2 882 hektaar, Middelburg, met wild en toerusting, ter plaatse.

(5) 2 Desember om 14:00

Amarula Wildplaas, groot 1136,9 hektaar, Groblersdal, met wild en toerusting, ter plaatse.

Betaling eiendomme: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Betaling losgoed: Kontant of gewaarborgde tjeks alleen.

Inligting: Skakel Van's Afslaers. [Tel. (012) 335-2974.]

WESTVAAL AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N WONING**

In opdrag van die Kurator in die insolvente boedel van **C. J. H. van Wiseman**, Meestersverwysing T1877/94, sal die volgende eiendom per publieke veiling vir verkoping aangebied word op die perseel te Carletonville, op Vrydag, 25 November 1994 om 11:00, te Adastraat 38, Carletonville.

Sekere: Erf 1518, Carletonville, Registrasieafdeling IQ, Transvaal, beter bekend as Adastraat 38, Carletonville, groot 763 vierkante meter.

Verbeterings: 'n Goed geboude teëldakwoning, met drie slaapkamers, oopplan sit- en eetkamer, volledige badkamer met stort, ens., asook 'n aparte Bachelorwoonstel.

Buitegeboue: Swembad met elektriese pomp en filter, 'n buite braai, enkelgarage met aangrensende sinkafdak wat twee voertuie kan akkommodeer, 'n biedende stort en toilet.

Besigtiging: Deur afspraak met die Afslaers.

Betaling: 10% (tien persent) deposito van die totale koopprijs in kontant of bankgewaarborgde tjek, balans van koopsom binne 30 dae, verkoopvoorwaardes sal deur Afslaer uitgelees word voor toeslaan van die bod. Die Afslaers behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

Afslaers: Westvaal Afslaers.

Navrae: Karel du Plessis/mev. Van der Merwe. [Tel. 953-1830 (k/u.)]

WESTVAAL AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N WONING**

In opdrag van die Kurator in die insolvente boedel van **E. S. Pretorius**, Meestersverwysing T3316/93, sal ons die volgende eiendom per publieke veiling vir verkoping aangebied op die perseel te De Pan, distrik Randfontein, op Donderdag, 24 November 1994 om 11:00, te Plot 23, De Pan-landbouhoewes, distrik Randfontein.

Sekere Hoewe 23, De Pan-landbouhoewes, distrik Randfontein.

Beskrywing: 'n Netjiese woning, met drie slaapkamers, ingeboude kaste en muur to muur matte, hoofslaapkamer met aangrensende badkamer, 'n verdere volledige badkamer, geteël tot dakhoogte en vloerteëls, 'n aparte gaste toilet, hoofsitkamer met aangrensende sit- en televisiekamer, moderne kombuis, geteël tot dakhoogte met houtplafonne en aangrensende opwasge-deelte, uitgelê met vloerteëls.

Meubels: Sitkamerstel, eetkamerstel, skilderye, Hotpoint yskas/vrieskas kombinasie, drie enkelbeddens, hemelbed (enkel), twee dubbelbeddens asook vuurwapens, nl. Musgrave (308), CBD (.22) geweer, Baretta (pistool) (.22) en Llama (kaliber 45).

Besigtiging: Deur afspraak met die Afslaers.

Betaling: 10% (tien persent) van die totale koopprijs in kontant of bankgewaarborgde tjek, balans van koopsom binne 30 dae, verkoopvoorwaardes sal deur Afslaer uitgelees word voor toeslaan van die bod. Die Afslaers behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

Afslaers: Westvaal Afslaers.

Navrae: Karel du Plessis/mev. Van der Merwe. [Tel. 953-1830 (k/u.)]

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WARMBAD op 9 Desember 1994 om 10:00 voor die Landdroskantoor te WARMBAD die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE van die plaas *FRISCHGEWAAGD 445*,

Registrasie Afdeling K.R., Transvaal;

GROOT: 616,7201 hektaar;

Blykens Akte van Transport T36170/1985 in die naam van CLARA BERTHA LABUSCHAGNE.

Ligging van hierdie eiendom:

20 km noordwes van Warmbad.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is—

Woonhuis, 2 staalkonstruksie store, 3 arbeidershuise, kraal, drukgang en voerbakke. Veekerend omhein en verdeel in kampe. Boorgat, sinktenk en suipkrippe.

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 huurkooppooreenkoms 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, kooppooreenkomste 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: AFAB 02343 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 November 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Pietersburg op 9 Desember 1994 om 10:00 voor die Landdroskantoor te Pietersburg die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE Gedeelte van die plaas *HUGOMOND 118*, Registrasie Afdeling L S, Transvaal;

GROOT: 1675,7892 hektaar;

Blykens Akte van Transport T36365/1981 in die naam van HUGEMOND (EIENDOMS) BEPERK.

Ligging van van hierdie eiendom:

23km oosnoordoos van Dendron.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is—

Woonhuis, 3 store, kampong, enkelkwartiere en slag- en koelkamer. Veekerend omhein en verdeel in kampe. 22 Boorgate, 5 sementdamme en 2 gronddamme. Houtrivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms 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, 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: AGAB 02406 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 November 1994.

BERNARDI AUCTIONEERS

GENERAL

Instructed by the Trustee in the insolvent estate **G. J. V. van Schalkwyk**, T1542/94, we will sell by public auction, Hestia Park Simplex, in extent 61 m² with garage.

To be sold on Site 20, Bokmakierie, Bokser Street, Hestia Park, on Thursday, 24 November at 11:00.

Viewing: By appointment only.

Terms: 10% (ten per centum) deposit plus 4% (four per centum) buyer commission at auction, balance within 30 days from date of confirmation.

Bernardi Auctioneers. [Tel. (012) 43-6914/5.]

PETER WILLIAMS PROPERTY SERVICES

(Reg. No. 83/3833)

LIQUIDATION SALE OF PRIME 1-HECTARE VIEW SITE—RUIMSIG, ROODEPOORT

Duly instructed thereto by the Joint Liquidator of **Libraland (Pty) Ltd** (in liquidation) Master's Reference T1827/94, we will sell, subject to confirmation, on Friday, 2 December 1994 at 10:00, on the spot, i.e. corner of Hole-in-One and Putt Avenue, Ruimsig, the undermentioned property:

Erf 193, Ruimsig, measuring 10,005 square metres, situated on the corner of Hole-in-One and Putt Avenue.

This prime undeveloped 1 hectare view site is high-lying and overlooks the golf course.

It is presently zoned Residential, with excellent potential for rezoning to medical suites, offices, etc. etc.

Terms: 15% (fifteen per centum) deposit on day of sale and balance within 30 days of confirmation.

Directions: From Hendrik Potgieter Road, turn towards Ruimsig Golf Course in Handicap Avenue, and right into Hole-in-One Avenue. Watch for our boards.

For further particulars: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

BERNARDI AUCTIONEERS

GENERAL

Favoured with instructions by the Trustee in the insolvent estate **G. J. Pieterse**, T773/94, we will sell by public auction, Mercedes Benz 280S Sedan (voetstoots), on Saturday, 19 November at 12:00, at 155 Glyn Street, Colbyn, Pretoria.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

BERNARDI AUCTIONEERS

GENERAL

Favoured with instructions by the Trustee in the insolvent estate **L. Meintjies**, T265/94, we will sell by public auction, Contents of Gift & Floral Supply Shop, on Saturday, 19 November at 12:00, at 155 Glyn Street, Colbyn, Pretoria.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

BERNARDI AUCTIONEERS**GENERAL**

Favoured with instructions by the Trustee in the matter **Video Specialised Products CC**, and **Kent Comm. CC**, in liquidation, we will sell by public auction, 1984 Opel Kadett Sedan, 16 Emcom two way radio units, 11 Motorola Pagers with charger units and office equipment, on Saturday, 19 November at 12:00, at 155 Glyn Street, Colbyn, Pretoria.

Terms: R100 deposit (refundable), cash or bank-certified cheques only.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

WESTVAAL AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N WOONSTEL**

In opdrag van die Kurator in die insolvente boedel van **Jacobus Petrus Wilken**, Meestersverwysing T2486/94, sal ons die volgende eiendom per publieke veiling vir verkoping aanbied op die perseel te Vereeniging, op Woensdag, 23 November 1994 om 11:00, te Willoughbywoning 6, hoek van Brandmuller- en Die Sirkusstraat, Drie Riviere, Vereeniging.

Beskrywing: 'n Netjiese drieslaapkamerwoning met muur tot muur matte, ingeboude kaste, sit- eetkamer kombinasie, volledige badkamer en kaste, toilet, kombuis met vierplaat stoof. 'n Toesluit garage met aparte motorafdak.

Nota: Woning is geleë oorkant die Vaalrivier, word bedien met elektriese sekuriteitshek. Die kompleks is in 'n goed versorgde toestand.

Besigtiging: Deur afspraak met die Afslers.

Betaling: 10% (tien persent) deposito van die totale koopprijs in kontant of bankgewaarborgde tjek, balans van koopsom binne 30 dae, verkoopvoorwaardes sal deur Afslers uigelees word voor toeslaan van die bod. Die Afslers behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

Afslers: Westvaal Afslers.

Navrae: Karel du Plessis/mev. Van der Merwe. [Tel. 953-1830 (k/u.)]

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE RUIM DRIESLAAPKAMER EKSKLUSIEWE WONING IN GESOGDE WOONBUURT, SAFARI TUINE-UITBREIDING 2, RUSTENBURG

Behoorlik daartoe gelas deur die Kurator, insolvente boedel **D. S. Reiners**, Meesterverwysing T1703/94, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 835, geleë te Vinklaan 26, Safari Tuine-uitbreiding 2, Rustenburg, grootte 2 337 vierkante meters.

Verbeterings: Drieslaapkamerwoning onder staandeëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, waskamer, twee badkamers, aparte toilet en stort, twee motorhuise, buite toilet, omheining, plaveisel en balkonne.

Plek: Op die perseel Vinklaan 26, Safari Tuine-uitbreiding 2, Rustenburg.

Datum en tyd: Donderdag, 24 November 1994 om 11:30.

Afslersnota: Pragtige woning, baie goed geleë, eenmaal 'n leeftyd geleentheid.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglik of reël met Afslers.

Verdere navrae: Kontak Anna van der Watt: Meyer Afslers/Eiendomsagente. [Tel. (012) 323-7821 of n/u (012) 45-4835.] [Faks. (012) 324-5119.] (Cell. 082-448-393-2.)

TRIDENT AUCTIONEERS CC**20 HECTARE SCHOONGEZICHT FARM**

Duly instructed by the Trustee of the insolvent estate **W. A. and H. M. E. Botha**, Master's Ref. T2198/94, we will sell by public auction without reserve, and to the highest bidder subject to confirmation on Thursday, 24 November 1994 at 12:30, at the premises being 35 Sewejaartjie Street, Randvaal, being Plot 35, Schoongezicht, Randvaal, measuring 20,2370 hectares, consisting of two dwellings and outbuildings.

Dwelling 1: Two bedrooms, one and a half bathrooms, lounge, dining-room, kitchen and front and back covered patio.

Dwelling 2: Two bedrooms, bathroom, lounge, dining-room, large kitchen and laundry.

Outbuildings: Six carports, store-room, workshop, dairy and servants' quarters. Two bore-holes, delivering ± litres of water hour per hour, brick constructed dam and water tank.

Viewing: Anytime before the auction.

Terms: 20% (twenty per centum) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to 7 (seven) days confirmation.

Directions: Alberton Vereeniging Freeway, left/right at Randvaal Road offramp, turn left or right to T-junction, turn right, at next T-junction turn left, 8 km right at Schoongezicht sign, right into Sewejaartjie Street, 1.4 km on right.

For further particulars please contact the Auctioneer, Brian Bolton on 888/6071.

TRIDENT AUCTIONEERS CC**FACE BRICK HOME, LINDHAVEN**

Duly instructed by the Trustee in the matter of the insolvent estate **W. A. and H. M. E. Botha**, Master's Ref. T2198/94, we will offer for sale by public auction to the highest bidder and without reserve, subject to seven days confirmation period on Friday, 25 November 1994 at 10:00, sharp at 330 Cabat Street, Lindhaven Extension 4, Roodepoort, being Erf 1064, Lindhaven, Roodepoort, measuring 797 square metres, a face brick home consisting of three bedrooms, bathroom, lounge, dining-room, kitchen with Bic's, ELO and Hob, double carport and patio. The property is fully walled.

Viewing: Anytime before the auction.

Terms: 20% (twenty per centum) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to 7 (seven) days confirmation.

Directions: From Main Reef Road, Roodepoort, towards Krugersdop, turn left at Progress Road, left into Rotchild, right into Cabat.

For further particulars please contact the Auctioneer, Brian Bolton, at (011) 888-6071.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN EEN EN 'N HALWE SLAAPKAMERWOONSTEL, PRETORIA

In opdrag van die Kurator in die insolvente boedel **A. S. Pienaar**, Meestersverwysing T2060/94, verkoop ons die ondervermelde eiendom per openbare veiling op Donderdag, 24 November 1994 om 13:00.

Plek van veiling: Oranjarahof-Suid 92, Prinsloostraat 449, Pretoria.

Beskrywing van eiendom: Eenheid 66, van SS Oranjarahof 10, ook bekend as Oranjarahof-Suid 92, Prinsloostraat 449, Pretoria, Registrasieafdeling JR, Transvaal.

Groot: 75 m².

Verbeterings: Hierdie woonstel bestaan uit een en 'n halwe slaapkamers, sit-/eetkamer, kombuis, badkamer, aparte toilet en onderdak parking.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 30 dae na bekragtiging.

Afslaaerskommissie: Gedeelte deur koper betaalbaar met 14% (veertien persent) BTW daarop.

Besigtiging: Skakel mej. Pienaar vir afspraak by (012) 317-9079.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1; Posbus 28265, Sunnyside, 0132.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWOONHUIS, BRONKHORSTSPRUIT

In opdrag van die Bestorwe Eksekuteur in die insolvente boedel **W. P. Muller**, Boedelnommer 5366/93, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 28 November 1994 om 10:00.

Plek van veiling: Platinastraat 27, Bronkhorstspuit.

Beskrywing van eiendom: Erf 627, ook bekend as Platinastraat 27, Erasmus-uitbreiding 4, Bronkhorstspuit, Registrasieafdeling JR, Transvaal.

Groot: 720 m².

Verbeterings: Hierdie woonhuis bestaan uit drie slaapkamers, sit-/eetkamer, kombuis, badkamer en enkel motorafdak.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daaglik tusses 10:00 en 17:00.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1; Posbus 28265, Sunnyside, 0132.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN TWEE SLAAPKAMER WOONSTEL IN GEZINA, PRETORIA

In opdrag van die Kurator in die insolvente boedel **D. B. en E. W. C. van Greunen**, Meestersverwysing T2502/94, verkoop ons die ondervermelde eiendom per openbare veiling op Vrydag, 25 November 1994 om 13:00.

Plek van veiling: Prezinpark 408, H.F. Verwoerdrylaan 282, Gezina, Pretoria.

Beskrywing van eiendom: Eenheid 32, van Skema SS Prezinpark 318, ook bekend as Prezinpark 408, H.F. Verwoerdrylaan 282, Gezina, Pretoria, Registrasieafdeling JR, Transvaal.

Groot: 68 m².

Verbeterings: Hierdie woonstel bestaan uit twee slaapkamers, badkamer, sit-/eetkamer, oopplan kombuis, stoep en toesluit motorhuis.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Skakel mej. Greyling vir afspraak by 329-4817 x262 (k/u) of 329-1768 (n/u).

Navrae: Skakel Martin Pretorius by (012) 322-8330/1; Posbus 28265, Sunnyside, 0132.

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van Kurators van insolvente boedels **B.W. Olivier**, T1742/94, **P. W. Nelson**, T1080/94, **F. Ströh**, T2617/94, **M. C. Pelser**, T3030/94, **M. E. Pretorius**, T3845/93, **P. Z. Coertzen**, T355/94 en **D. J. I. Mertz**, T2013/94, verkoop Van's Afslaers ondervermelde boedelbates sonder voorbehoud onderhewig aan bekragtiging, per openbare veiling op Donderdag, 24 November 1994 om 10:00, te Van's Afslaers se lokale.

Beskrywing: Tyddede, huishoudelike meubels en toerusting, rekenaar, skilderye, boor- en wielbalanseermasjien ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers (012) 335-2974.

AUCTRADE AFSLAERS

Verkoopvoorwaardes: 10% (tien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborge ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daaglik tussens 08:00 en 18:00 of skakel die Afslaer by (012) 87-2346 of 0825548617; Posbus 30124, Sunnyside, Pretoria, 0132.

UBIQUE AFSLAERS

In opdrag van die Likwidateur van **Henning Loodgieters BK**, sal ons die bates verkoop te ons veilingsentrum, Poortmanstraat, Potchindustria, op 25 November 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **A. H. Sonvani**, sal ons die bates verkoop te ons veilingsentrum, Poortmanstraat, Potchindustria, op 25 November 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **P. H. de Beer**, sal ons die bates verkoop te ons veilingsentrum, Poortmanstraat, Potchindustria, op 25 November 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **G. J. M. en A. S. Scheepers**, sal ons die bates verkoop te ons veilingsentrum, Poortmanstraat, Potchindustria, op 25 November 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Eksekuteur van boedel wyle **G. C. Allem**, sal ons die bates verkoop te ons veilingssentrum, Poortmanstraat, Potchindustria, op 25 November 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Likwidateur van **Flags International Clothing BK**, sal ons die bates verkoop te ons veilingssentrum, Poortmanstraat, Potchindustria, op 25 November 1994 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

AUCOR (PTY) LTD

**INSOLVENT ESTATE FREDERICK PRESTON CHARLES AND SHAIDA STUART, MASTER OF THE SUPREME COURT
REFERENCE T2861/94**

On Site at 86 Fairway Avenue, Glendower, on Saturday, 26 November at 10:30.

Duly instructed by the Provisional Trustee we will supplement and sell as follows:

Household furniture, appliances and other miscellaneous items.

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.

I, Ashleigh Mather, P.O. Box 15621, Doornfontein, 2028.

AUCOR (PTY) LTD

WALKERVILLE GENTLEMAN'S ESTATE, INSOLVENT ESTATE, M. J. MIELITZ, MASTER'S REFERENCE T2248/94

LOCATED ON THE OLD JOHANNESBURG/VEREENIGING ROAD (BETWEEN EIKENHOF AND WALKERVILLE)

The auction takes place on the property on Saturday, 26 November at 10:30.

Duly instructed by the Trustee in the insolvent estate **M. J. Mielitz**, we will sell the property legally described as Position 76, of the farm Hartsenberfontein 332, measuring in extent 10,2225 hectares on which is erected as follows:

Main house, guest cottage and other improvements.

For further details please phone the auctioneers.

View: By appointment with the auctioneers.

Terms: R20% (twenty per centum) (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid with guarantees acceptable to the Trustee within 30 days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

SAIA.

I, Vanessa Mather, P.O. Box 76216, Wendywood, 2144.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWOONHUIS MET SWEMBAD, DANVILLE, PRETORIA

In opdrag van die Voorlopige Kurator in die insolvente boedel **H. W. J. en J. H. A. Visagie**, Meestersverwysing T2752/94, verkoop ons die ondervermelde eiendom per openbare veiling op Donderdag, 24 November 1994 om 12:00.

Plek van veiling: Loubserlaan 220, Danville, Pretoria-Wes.

Beskrywing van eiendom: Erf 2116, ook bekend as Loubserlaan 220, Danville, Pretoria-Wes, Registrasieafdeling JR, Transvaal.

Groot: 705 m².

Verbeterings: Hierdie staan/sinkdakwoning bestaan uit drie slaapkamers, sitkamer, kombuis, badkamer, aparte toilet, toesluit-motorhuis, bediendekamer met geriewe, swembad, plaveisel en gevestigde tuin.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daagliks.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1. [Fax. (012) 322-9263.]; Posbus 28265, Sunnyside, 0132.

LEO SENEKAL ESTATE AGENTS & AUCTIONEERS**RATOMBO SAAGMEULE (PTY) LTD (IN LIQUIDATION), MASTER'S REFERENCE T832/93**

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction, on site at the farm Scraalhans, Duiwelskloof, on Wednesday, 23 November 1994, commencing at 10:00, various movable assets.

For further particulars and viewing contact the Auctioneer: Leo Senekal Estate Agents & Auctioneers. [Tel. (0152) 307-4499.] [Fax. (0152) 307-4349.]

AUCOR (PTY) LTD

INSOLVENT ESTATE: S. B. HACKNEY, MASTER'S REFERENCE T1203/94

INSOLVENT ESTATE: C. P. AND H. M. VILJOEN, MASTER'S REFERENCE T1275/93

INSOLVENT ESTATE: J. H. MANS (EDENVALE), MASTER'S REFERENCE T1183/94

Personal assets to be sold by public auction, including wines, household furniture, electrical appliances, TV sets, M-Net decoder, personal computer, motorcycle, etc., at 14 Apple Road, Wendywood, Sandton, on Tuesday, 6 December 1994 at 10:30.

For further details please contact the auctioneers.

View: Day prior to sale.

Terms: R1 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid on the day of the sale. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: For security reasons no cash will be accepted at the auction site but may be deposited into our account at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]

S.A.I.A.

I, Vanessa Mather, P.O. Box 76216, Wendywood, 2144.

AUCOR (PTY) LTD

INSOLVENT ESTATE: ALIDA MARGERATHA SWART, MASTER'S REFERENCE T2411/94

MODERN PALATIAL DOUBLE STOREY HOME, LONEHILL, SANDTON

Favoured with instructions from the Trustee we will offer this property for sale by public auction, on Site 14, Glennys Crescent, Lonehill Extension 9, on Sunday, 20 November 1994 at 11:00.

Stand 289, Lonehill Extension 9, in extent 1 391 square metres on which is erected a seven room house consisting of three bedrooms, two bathrooms, dining-room, lounge, guest cloakroom, study, outbuildings, maid's quarters, 2 m electrified wall, remote gate and garage doors, oak kitchen, top quality finishes, mountain shaped pool and established gardens.

For further details please contact Louis Rumbak. [Tel. (011) 444-5550.]

View: By appointment with the auctioneers.

Terms: 20% (twenty per centum) deposit on the fall of the hammer. The balance to be paid with guarantees acceptable by the Trustee within 30 days of confirmation. Bidders being financed must produce a letter of credit prior to bidding.

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.]

S.A.I.A.

I, Vanessa Mather, P.O. Box 76216, Wendywood, 2144.

CAPE • KAAP

NOORDKAAP LEWENDEHAWE KOÖPERASIE BEPERK

OPENBARE VEILING

In opdrag van die Kurator in die insolvente boedel van **Willem Greeff Holtzhausen**, word die volgende bates op 6 Desember 1994 om 10:00, te koop aangebied te Noordkaap Lewendehawe Koöperasie Beperk, veilingkrale, Kaapstad, Hoofpad, Kimberley.

Roerende eiendom: 1976 Bedford vragmotor, kossleepwa, 35 buitebande, vensterverkleurspuit en opslaan houthuis.

Terme: Roerende eiendom, kontant of bankgewaarborgde tjek op dag van veiling.

Verkoopvoorwaardes: Ter insae by Afslaers.

Afslaers: Noordkaap Lewendehawe Koöperasie Beperk, Georgestraat 19, Kimberley.

Kontakpersoon: Neville Liebenberg. [Tel. (0531) 2-6241.]

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Carnarvon op 9 Desember 1994 om 10:00 voor die Landdroskantoor te Carnarvon die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 3 van die plaas VISSERS KLOOF NR 69 in die Afdeling Carnarvon

GROOT: 4355,4745 Hektaar

Blykens Akte van Transport T56589/1987 in die naam van DANIEL JOHANNES JACOBS

Ligging van hierdie eiendom:—

75 km noordwes van Carnarvon

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, stoor met stal en 3 arbeidershuise. Jakkalsproef en vekeerend omhein en verdeel in kampe. 9 Boorgate, 9 sementdamme, gronddam en 16 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms 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 koopprijs

(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 koopprijs.

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, kooppooreenkomste 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: DAAC 01721 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 November 1994. [Tel. (012) 323-1912.] [Faks. (012) 323-0861/1210/2122.]

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Wodehouse op 9 Desember 1994 om 10:00 voor die Landdroskantoor te Dordrecht die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 1 van die plaas LEEUWE KRANTZ nr. 80, in die Afdeling Wodehouse

GROOT: 324,8642 hektaar

Eiendom (1) Blykens Akte van Transport T43067/1988.

(2) Restant van die plaas ETTRICK nr. 542, in die Afdeling Elliot

GROOT: 412,2632 hektaar

Eiendom (2) Blykens Akte van Transport T10615/1980

(3) Gedeelte 1 van die plaas NOOITGEDACHT nr. 70, in die Afdeling Wodehouse

GROOT: 419,6678 hektaar

(4) Gedeelte 2 van die plaas SCHILDER KRANS nr. 73, in die Afdeling Wodehouse

GROOT: 556,7458 hektaar

Eiendom (3) en (4) Blykens Akte van Transport T66241/1990

(5) Gedeelte 2 (gedeelte van Gedeelte 1) van die plaas BAMBOES FONTEIN nr. 83, in die Afdeling Wodehouse

GROOT: 137,0851 hektaar

(6) Restant van gedeelte 1 van die plaas BAMBOES FONTEIN nr. 83, in die Afdeling Wodehouse

GROOT: 429,9391 hektaar

(7) Restant van die plaas BAMBOES FONTEIN nr. 83, in die Afdeling Wodehouse

GROOT: 568,3075 hektaar

Eiendom (5) tot (7) Blykens Akte van Transport T35344/1984

Eiendomme geregistreer in die naam van JOHANNES FOURIE

Ligging van hierdie eiendomme:—

Eiendom (1): 54km noordoos van Dordrecht.

Eiendom (2): 40km noordoos van Dordrecht.

Eiendom (3): 36km noordoos van Dordrecht.

Eiendom (4): 40km noordoos van Dordrecht.

Eiendom (5) tot (7): 50km noordoos van Dordrecht.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Veekerend omhein en verdeel in kampe. Boorgat, sinktent, 2 drinkbakke en 2 fonteine.

Eiendom (2): Rondawelhuis, implementeskuur en 2 arbeidershuise. Veekerend omhein en verdeel in kampe. Spruit en fonteine.

Eiendom (3): Ramstal, koeistal, voerskuur en 2 arbeidershuise. Veekerend omhein en verdeel in kampe. Boorgat, grondveesuiplingsdam, 7 drinkbakke, sementdam en 2 fonteine.

Eiendom (4): Woonhuis, motorhuis, rondawel, implementeskuur en 2 arbeidershuise. Veekerend omhein en verdeel in kampe. Boorgat, sementdam, 2 drinkbakke, 4 fonteine, 2 grondveesuiplingsdamme en rivier.

Eiendom (5) tot (7): Woonhuis, skeerskuur, 2 voerskure en 5 arbeidershuise. Veekerend omhein en verdeel in kampe. 2 Grondveesuiplingsdamme, fonteine en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die 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% Afslaskommissie 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, 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: DCAH 02483 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 November 1994.

NATAL

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MOOIRIVIER op 9 Desember 1994 om 10:00 voor die Landdroskantoor te MOOIRIVIER die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die Restant van Ond 1 van die plaas MIDDELBURG 1989, geleë in die Administratiewe Distrik van Natal

GROOT: 134,9122 hektaar.

(2) Ond 6 (van 1) van die plas MIDDELBURG 1989, geleë in die Administratiewe Distrik van Natal

GROOT: 283,2802 hektaar.

Blykens Akte van Transport T21629/1986

in die naam van CHARLES LEVI CUFF

Ligging van hierdie eiendomme:—

44 km noordoos van Mooiriver.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, skuur, werkswinkel, koelkamer en pomphuis. Veekerend omhein en verdeel in kampe. Boorgat, reservoir, 3 veeuipingsdamme, fonteine, besproeiingsdam en 4 drinkbakke.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 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: CAAR 05358 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 November 1994.

RAYNO AUCTIONEERS

Duly instructed by the Executors in the following estates we will offer for sale on Friday, 25 November 1994

(1) On site at 10:00

In the state of the late **D. V. Naidoo**, 4588/92, Lot 1814, Stanger Extension 19, situated at 19 Tulip Road, in extent 1 060 square metres with double storey building.

Upstairs: Three bedrooms (en suite), toilet, bathroom, lounge, open dining area, kitchen and scullery.

Downstairs: Single garage, two rooms, kitchen, toilet and bathroom.

(2) On site at 11:00

In the estate of the late **Essop Adam**, 7874/92, Lot 630, Extension 6, Stanger, 1 041 square metres situated at 13 Centenary Road, Stanger, comprising four bedrooms (en suite), study, TV, lounge (with en suite), kitchen, dining-room, lounge, bathroom, toilet, double garage, store-room and servants' quarters.

(3) On Saturday 26 November 1994 at 10:00, at our salesroom, Reynold Street, Stanger.

Sundry Office Furniture and 1985 Jetta motorcar.

ORANGE FREE STATE ORANJE-VRYSTAAT

INSOLVENTE BOEDEL: T. C. BOTHMA, BOEDELNOMMER B433/93 EN SOLVENTE EGGENOTE:
MEV. JOHANNA LODEWIKA BOTHMA

Die Kurator in die insolvente boedel van **Thomas Cornelius Bothma**, B433/93, gee hiermee kennis in terme van artikel 21 (3) van die Insolvensiewet No. 24 van 1939 dat:

1. Die bates waarop die solvente eggenoot mevrou J. L. Bothma aanspraak maak, per openbare veiling verkoop sal word op 25 Januarie 1995.

2. Skuldeisers van mevrou J. L. Bothma word versoek om hul eise vir waarde te bewys in terme van artikel 21 (5) van die Insolvensiewet No. 24 van 1936.

C. J. Venter, p.a. Naudes, Posbus 153, Bloemfontein, 9300.

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **A. S. Parau**, Eiser, en **J. L. Marais**, Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en lasbrief tot beslaglegging op onroerende goed, in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju van die Hooggeregshof, Reitz, Oranje-Vrystaat, voor die Landdroskantoor, Kerkstraat, Reitz, gehou op 9 Desember 1994 om 10:00, volgens voorwaardes wat nou by die Balju van die Hooggeregshof, C. R. Swartstraat 39, Reitz, Oranje-Vrystaat, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 786, geleë in die dorp en distrik Reitz, groot 1 085 (eenduisend vyf en tagtig) vierkant meter, gehou kragtens Transportakte T6872/1986.

Hierdie eiendom is geleë te Unieffesstraat 74, Reitz.

Die eiendom is verbeter met 'n industriële fabriekstipe gebou. Dit is 'n staal konstruksie wat toegebou is met sementblokke met skuifdeure, groot plus-minus 195 (eenhonderd en vyf-en-negentig) vierkant meter.

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

Terme: 10% (tien persent) van die koopprys en afslaaersgelde in kontant op die veilingsdag. Die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae vanaf die veilingsdatum by die Balju, ingelewer moet wees.

Gedateer te Reitz op hierdie 9de dag van November 1994.

A. M. Hoffmann, Balju van die Hooggeregshof, Pres. C. R. Swartstraat 39, Posbus 78, Reitz, O.V.S.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ROUXVILLE op 9 Desember 1994 om 10:00 voor die Landdroskantoor te ROUXVILLE die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas ZONNESCHIJN 103, distrik Zastron

GROOT: 559,3811 hektaar

(2) Die restant van die plaas KAREEPOORT 106, distrik Zastron

GROOT: 685,0653 hektaar

Eiendomme (1) en (2) Blykens Akte van Transport T588/1972

in die naam van KAREL STEPHANUS VENTER

(3) Die restant van die plaas WESSELSRUST 581, distrik Rouxville

GROOT: 446,9855 hektaar

Eiendom (3) Blykens Akte van Transport T11363/1988

in die naam van ALBERTUS JOHANNES VENTER

Ligging van hierdie eiendomme:

Eiendomme (1) en (2) 32 km oossuidoos van Rouxville.

Eiendom (3) 20 km oos van Rouxville.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2)

Woonhuis, ou woonhuis (stoer), 2 skure, staalskuur, pakkamers en 3 arbeiders huise. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 sinkdamme, 2 sementdamme, 5 fonteine en 2 keerwalle.

Eiendom (3)

Woonhuis, staalskuur, buitekamers en arbeidershuise. Veekerend omhein en verdeel in kampe. 3 Boorgate, sinkdam en 2 sementdamme.

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% Afslaaerskommissie 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: BBAP 04405 01G

BBAP 03328 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 November 1994.



IS YOUR SITE REGISTERED?
IS JOU TERREIN GEREGISTREER?



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**

Belangrik

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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