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LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

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

LIST OF FIXED TARIFF RATES

*Rate per
insertion
R*

Standardised notices

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

Non-standardised notices

COMPANY NOTICES:

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

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES 45,20

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

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

ORDERS OF THE COURT:

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

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	15,10
 <i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	42,70
(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	115,20
Openbare veilings, verkope en tenders:	
Tot 75 woorde	35,10
76 tot 250 woorde.....	90,20
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	145,30
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	45,20
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of 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:	
Voortopige 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.

SLUITINGSTYIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTITEERDER

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 ONGEKANSLEERDE INKOMSTEESELS.

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

13. *By 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

Saak 9987/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOUDTE VEREENIGING

In die saak tussen **ABSA Bank Beperk** Nr. 86/04794/06 (Allied Bank Divisie), Eiser, en **W. M. C. Macnab**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Lochstraat 51, Meyerton, op 15 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: Gedeelte 57 (gedeelte van Gedeelte 19) van die plaas Hartsenberfontein 332, Registrasieafdeling IQ, Transvaal, groot 8 5653 hektaar.

Verbeterings: Sitkamer, eetkamer, vier slaapkamers, twee badkamers, TV-kamer, studeerkamer, 1 × 2 slaapkamer woning.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van die artikel 66 van die Landdroshofwet, 1944, 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 vyf-en-twintig 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 8ste dag van November 1994.

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

Case 51994/93

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 **Malcolm Kinnear**, Defendant

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

Certain:

(a) Section 1, as shown and more fully described on Sectional Plan SS228/87, in the scheme known as Fleetwood 2, in respect of the ground and building situated at Moreletapark, Extension 4, Registration Division JR, Transvaal, measuring 138 square metres, situated at No. 1 Fleetwood 2, 683 Tetra Street, Moreletapark, Extension 4.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of 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: Duet, lounge, dining-room, kitchen, three bedrooms, 2 bathrooms, 2 w.c.'s and shower.

Outbuilding: Single garage.

Common property facilities: Swimming-pool, garden, parking and drying area.

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

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

Signed at Pretoria on this the 11th day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chamber, Bureau Lane, Pretoria, (Mrs Tkartoudes/M. Kirsten/N1012.)

Saak 866/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **S. T. Uba**, Eerste Verweerder, **M. G. Uba**, 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 20 Januarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word.

Die reg, titel en belang van: Erf 132, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag TL47/90, grootte 450 (vier honderd en vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria hierdie 10de dag van November 1994.

C. J. Van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Mnr. Van Wyk/B49/280/EJ.)

Saak 5473/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser en **P. D. Mosoma**, Eerste Verweerder, **N. L. Mosoma**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om op 20 Januarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, Die Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord verkoop word:

Die reg, titel en belang van Erf 23398, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL2693/92, grootte 260 (tweehonderd en sestig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 10de dag van November 1994.

C. J. Van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Mnr. Van Wyk/B49/228/EJ.)

Saak 6047/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **C. P. Mnisi**, Eerste Verweerder, en **I. Mnisi**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om op 20 Januarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word.

Die reg, titel en belang van Erf 22735, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL61178/92, grootte 260 (twee honderd en sestig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 10de dag van November 1994.

C. J. Van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (mnr. Van Wyk/B49/242/EJ.)

Saak 19578/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Ebenpark**, Eiser, en **Jan Hendrik Boshoff**, Eerste Verweerder, en **Caterina Carolina Boshoff**, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie, gedateer 19 April 1994, uitgereik deur die Hof te Pretoria, sal die volgende eiendom verkoop word deur die Balju Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivetti-huis, hoek van Schubart- en Pretoriusstraat, Pretoria, op Donderdag, 15 Desember 1994 om 10:00, aan die hoogste bieder:

Deel 59, soos getoon en volledig beskryf op Deelplan SS129/86, in die skema bekend as Ebenpark, ten opsigte van die grond en gebou of geboue geleë te Erf 3332, Pretoria-dorpsgebied, in die Plaaslike Owerheidsgebied van die Stadsraad van Pretoria, groot 43 vierkante meter, gehou kragtens Akte van Transport ST86148/93 (ook bekend as Ebenpark 403, Kerkstraat 233, Pretoria-Wes).

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word onderhewig aan die bepalinge van artikel 66, van Wet 32 van 1944, 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 sover dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Slaapkamer, badkamer en toilet, sitkamer en kombuis. Die sitkamer en slaapkamer se vloere is bedek met teëls. Die badkamer en kombuis is sement vloere.

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 daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 4% (vier persent) per jaar sal binne 30 (dertig) dae aan die Balju, betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivetti-huis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op die 10de dag van November 1994.

Bloch Gross & Genote, Prokureurs vir Eiser, Sesde Verdieping, Kerkplein 28, Pretoria. (Tel. 328-3550.) (Verw. mev. Strauch/P2209/09.)

Saak 22993/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Anton Pienaar**, Verweerder

'n Geregtelike verkoping gehou deur die Balju, Pretoria-sentraal, te NG Soudalesentrum, Visagiestraat 234, Pretoria, op 13 Desember 1994 om 10:00, van:

'n Eenheid bestaande uit: Deel 11, soos getoon en volledig beskryf op Deelplan SS74/78, in die skema bekend as Ceres, ten opsigte van die grond en gebou of geboue, van welke deel die vloeroppervlakte volgens genoemde deelplan, 75 (vyf-en-sewentig) vierkante meter groot is, en 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST28336/86 (beter bekend as Ceres, Jacob Marestraat 102, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Woonstel, met baksteen mure, skuins dak, novilon vloere en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, 1 en 1/2 slaapkamers en badkamer.

Besigtig voorwaardes by Balju, Pretoria-sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak 66624/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hendrik Johannes Greeff**, Eerste Verweerder, **Rosemary Muriel Greeff**, Tweede Verweerder

'n Geregtelike verkoping word gehou deur die Balju, Pretoria-sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 13 Desember 1994 om 10:00, van:

Resterende gedeelte van Gedeelte 11, van Erf 2068, geleë in die dorp Villiera, Registrasieafdeling JR, Transvaal, groot 1 332 vierkante meter, gehou kragtens Akte van Transport T69230/92 (beter bekend as 32ste Laan 433, Villiera, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Baksteen woonhuis met sinkdak en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Enkel motorhuis, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-sentraal, Messcor Huis, Maragaretastraat 30, Pretoria.

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

Saak 57708/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Daniel Willem Adriaan Liebenberg**, Verweerder

'n Geregte verkoop word gehou deur die Balju, Pretoria-sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 13 Desember 1994 om 10:00, van:

Erf 389, geleë in die dorpsgebied Moregloed, Registrasieafdeling JR, Transvaal, groot 952 vierkante meter, gehou kragtens Akte van Transport T46485/93 (beter bekend as Kafferboomstraat 1197, Moregloed, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek maar nie gewaarborg nie.

Verbeterings: 'n Baksteen woonhuis met sinkdak, houtvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Motorafdak, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak 10475/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Die Trustbank van Afrika Beperk**, Eiser, en **mnr. S. Tolmay**, Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie teen goed met datum 14 Junie 1994 sal die ondervermelde eiendomme op Vrydag, 9 Desember 1994 om 10:00 te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 1182, geleë in die dorp La Hoff, Afdeling IP, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T65569/88, bekend as Albertynstraat 16, La Hoff, Klerksdorp.

Hierdie is 'n verbeterde eiendom.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die verbandhouer ABSA Bank, handeldrywende as Trustbank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 20,50% (twintig komma vyftig persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die eiendomme is verbeter en bestaan uit: Soos bo uiteengesit.

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

Theron, Jordaan & Smit, Kamer 208, West Endgebou, Leaskstraat, Klerksdorp, 2570. (Verw. mn. Van Aswegen/RL/2835/T40.)

Saak 17303/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **Daniël Tobias Cornelius**, Eerste Verweerder, en **Freek Botha BK** (BK89/01453/23), Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 14 Desember 1994 om 10:00 deur die Balju vir die Hooggeregshof, Piet Retief, gehou te Landdros-kantoor, Wakkerstroom, aan die hoogste bieder:

Resterende Gedeelte van die plaas Prospectfarm 361, Registrasieafdeling IT, Transvaal, groot 1 285,5152 hektaar, gehou kragtens Akte van Transport T46524/1980.

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

Verbeterings en ligging: Die plaas is ongeveer 60 kilometers wes van Piet Retief geleë, ten volle omhein en in agt kampe verdeel, voldoende water en geskik vir groot veestapel en skaapboerdery gedurende die winter, geen woonhuis en buitegeboue op eiendom nie.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Kotzestraat 16, Piet Retief, Oos-Transvaal.

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

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9534/94/BVDM.)

Saak 1839/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **United Bank Beperk**, Eiser, en **Frederick Archibald Cumming Campbell**, Eerste Verweerder, en **Hermína Christina Campbell**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Nigel, en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, sal die ondervermelde eiendom op 9 Desember 1994 om 09:00 voor die Landdroshof te Nigel aan die hoogste bieder geregteik verkoop word, naamlik:

Erf 763, Visagiepark-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 437 (eenduisend vierhonderd sewe-en-dertig) vierkante meter.

Die eiendom is geleë te Dahliastraat 12, Visagie Park, Nigel.

Verbeterings: Spaanse tipe steengebou met sinkdak bestaande uit kombuis, eetkamer, sitkamer, TV-kamer, drie slaapkamers, twee badkamers/toilet, twee motorhuise, buitekamer met waskamer en toilet. Met beton omhein.

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

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

Gedoen en geteken te Heidelberg op hierdie 8ste dag van November 1994.

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

Saak 436/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **African Bank Limited**, Eiser, en **George N. Matjebe**, Eerste Verweerder

Ooreenkomstig 'n vonnis van die Landdros, in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die onderge-noemde eiendom as 'n eenheid om op 13 Januarie 1995 om 10:00, te kantoor van die Balju, Gedeelte 83, De Onderstepoort, ou Warmbad pad, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word.

Die reg, titel en belang van erf, Gedeelte 47, van Perseel 995, Blok F, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag 995/47, grootte 24.0146 hektaar.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Twee kantore en twee werksinkels - gedeeltelik afgebrand.

Die wesentlike voorwaardes van verkoop is:

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

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

H. C. Smalberger, Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. Smalberger / A15/123/cn.)

Case 53461/94

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Khwathelani Leonard Madhavha**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court, and a warrant of execution dated 9 August 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Magistrate's Court-house, Fox Street-entrance, Johannesburg, to the highest bidder on 7 January 1995, at 10:00:

Certain: Section No. 28, Beaconsfield Court, Johannesburg Township, Sectional Plan SS100/1988, situated in the Township of Johannesburg, measuring 84 square metres, held by Deed of Transfer ST10258/1991, (known as 55 Beaconsfield Court, 54 Edith Cavell Street, Hillbrow, Johannesburg).

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed:

A unit (flat) residence, inside and outside walls plastered brick carpets, concrete ceiling, consisting of: Two bedrooms, kitchen, entrance hall, lounge, bathroom, toilet and two balconies.

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

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

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N319.)

Saak 641/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **G. P. D. Lubbe**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton, en lasbrief vir eksekusie gedateer 12 Augustus 1994, sal die ondervermelde eiendom op 15 Desember 1994 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

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

Sekere: Gedeelte 8, Erf 2, Kliprivier, Registrasieafdeling IQ, Transvaal, groot 2 400 (twee vier nul nul) vierkante meter.

Voorwaardes:

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

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

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

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

Drie slaapkamers, twee en 'n half badkamers, sit- en eetkamer, kombuis en opwaskamer, dubbelmotorhuis, buite toilet.

Aldus gedoen en geteken te Meyerton op hede die 27ste dag van September 1994.

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

Saak 129009/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste National Bank Beperk**, Eiser, en **T. N. R. Miti**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 26 April 1994, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou, Foxstraat-ingang, Johannesburg, op 23 Desember 1994 om 10:00, aan die hoogste bieder naamlik:

Erf 2913, Protea Glen-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 435 (vierhonderd vyf-en-dertig) vierkante meter, gehou kragtens Titelakte T27397/1993, ook bekend as 2913 Protea Glen, Soweto.

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

Hoofgebou: Enkel verdieping, drie slaapkamers, twee badkamers, toilet en kombuis.

Buitegeboue: Geen.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

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

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

Gedateer te Johannesburg op hede die 20ste dag van Oktober 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High en Fortunastraat, Brixton. (Verw. Alberts JAA 136/93B.)

Case 10170/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Seshoka: Phetole Nelson**, First Defendant, and **Seshoka: Gasethaelwe Mirriam**, 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, 15 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 all the right, title and interest in the 99 year right of leasehold in respect of Stand 11029, Orlando Township, Registration Division IQ, Transvaal, area 189 (one hundred and eighty-nine) square metres, situated at Stand 11029, Orlando, Soweto.

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

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

Dated at Johannesburg on 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. Foreclosures F32:CA174.)

Case 7359/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoena: Modiehi Irene**, 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, 15 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 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 Erf 6375, Orlando East Township, Registration Division IQ, Transvaal, area 380 (three hundred and eighty) square metres, situated at 6375 Nicholson Street, Orlando East, 1804.

Improvements (not guaranteed): A house under iron roof consisting of two bedrooms, kitchen, dining-room, two outside rooms, garage with brick walls around property.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100 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. Foreclosures Z254.)

Case 16138/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jose Manuel Teixeira Poipao**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, on Wednesday, 14 December 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria South, Edenpark, Plot 83, corner of Gerhard and West Avenues, Lyttleton Agricultural Holdings, Verwoerdburgstad and will be read out prior to the sale taking place.

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

Property: Erf 1726, Eldoraig Extension 3 Township, Registration Division JR, Transvaal, measuring 1 216 square metres, also known as 37 Blue Gum Bend Street, Eldoraig Extension 3.

Improvements: House: Three bedrooms, two bathrooms, kitchen, lounge, family room, dining-room, study and two garages.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 3262-4871.) (Ref. Mr Coetzee eb X52.)

Case 948/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Tumelo Andries Maisela**, Defendant

In pursuance of judgment in the above Honourable Court and a warrant of execution, the following immovable property will be sold in execution, on 11 January 1995 at 08:15, at the office of the Magistrate, Lydenburg, to the highest bidder:

Erf 1382, Masising Township, Registration Division J T, Transvaal, measuring 278 (two hundred and seventy-eight) square metres.

Improvements reported (which are not warranted to be correct and are not guaranteed): Dwelling-house and outbuildings.

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder, without reserve.

2. The further conditions of sale are set out in a proposed deed of sale which is open for inspection during normal office hours at the office of the Sheriff, Lydenburg, and at the offices of the undermentioned.

Dated at Nelspruit this 3rd day of November 1994.

Van Rensburg & Partners, Plaintiff's Attorneys, Second Floor, Perm Building, Brown Street, Nelspruit.

Case C550/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LYDENBURG HELD AT LYDENBURG**

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Christian Matshaka Letswalo**, First Defendant, and **Mmagomatjoba Angeline Letswalo**, Second Defendant

In pursuance of judgment in the above Honourable Court and a warrant of execution, the following immovable property will be sold in execution, on 11 January 1995 at 08:00, at the office of the Magistrate, Lydenburg, to the highest bidder:

Erf 1388, Masising Township, Registration Division IR, Transvaal, measuring 278 (two hundred and seventy-eight) square metres.

Improvements reported (which are not warranted to be correct and are not guaranteed): Dwelling-house and outbuildings.

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder, without reserve.

2. The further conditions of sale are set out in a proposed deed of sale which is open for inspection during normal office hours at the office of the Sheriff, Lydenburg, and at the offices of the undermentioned.

Dated at Nelspruit this 20th day of October 1994.

Van Rensburg & Partners, Plaintiff's Attorneys, Second Floor, Perm Building, Brown Street, Nelspruit.

VERKOPING

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 9 Desember 1994 om 10:00:

Eksekusiekrediteur Nedcor Bank Beperk

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

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

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

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

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

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

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

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

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

Saaknommer 10601/92.

Vonniskskuldenaar: G. W. Bashford en R. F. Bashford.

Eiendom: Hoewe 34, Rood's Garden-landbouhoewes, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 2,0233 hektaar.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straatadres van eiendom: Lukas Strachanstraat 11, Roodstuine, Vereeniging.

Rente op vonnisksuld: 19,25% (negentien komma twee vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verwys. mev. Davel/6/475.)

VERKOPING

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 9 Desember 1994 om 10:00:

Eksekusiekrediteur Nedcor Bank Beperk

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

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

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

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

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

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

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

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

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

Saaknommer 10644/92.

Vonnisskuldenaar: A. Camroodeen.

Eiendom: Erf 803, Roshnee-uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 600 vierkante meter.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straataadres van eiendom: Mukhatarstraat 13, Roshnee-uitbreiding 1, Vereeniging.

Rente op vonnisskuld: 19,25% (negentien komma twee vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verwys. mev. Davel/6/323.)

Saak 733/94**IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS**

In die saak tussen **NBS Bank Beperk**, Eiser, en **Cornelius Johannes van Baalen**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 27 September 1994, die onderstaande eiendom te wete:

Erf 1103, Selcourt-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Sierraweg 7, Selcourt, Springs, in eksekusie verkoop sal word op 9 Desember 1994 om 15:00, aan die hoogste bieder, by die kantore van die Balju Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis met gepleisterde mure onder sinkdak bestaan uit drie slaapkamers, badkamer, sitkamer, eetkamer en kombuis. *Buitegeboue:* Motorhuis en swembad.

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

Gedateer te Springs op hede die 28ste dag van Oktober 1994.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. J. A. Kruger/SST/V 1837.)

Saak 21657/94**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Gerhardus Cornelius Nel**, Eerste Verweerder, en **Johanna Albertina Nel**, Tweede Verweerder

'n Geregte verkoping word gehou deur die Balju, Pretoria-Noord-Oos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 13 Desember 1994 om 10:00, van:

Resterende Gedeelte van Erf 134, geleë in die East Lynne-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 991 vierkante meter, gehou kragtens Akte van Transport T21253/92, beter bekend as Stormvoëllaan 102, East Lynne, Pretoria.

Besonderhede word nie gewaarborg nie.

'n Woonhuis met baksteenmure, sinkdak, novilon vloere en volvloermatte, bestaande uit sitkamer, eetkamer, kombuis, studeerkamer, drie slaapkamers, badkamer en stort met toilet. *Buitegeboue*: Bediendekamer en toilet.

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

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

Saak M77/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE KWAMHLANGA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **L. J. Seopela**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 September 1994 toegestaan is, op 27 Desember 1994 om 13:00, te die Landdroskantoor, kwaMhlanga, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, kwaMhlanga, vir 'n tydperk van 28 (agttwintig) dae voor die verkoping, te wete:

Sekere Erf 438B, kwaMhlanga, groot 570 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport V544/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekend gemaak word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 5de dag van September 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (01212) 2-2911/2.] (Verw. mnr. Venter/svdb/Saambou 51.)

Saak 43806/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Cornelius Ignatius Gouws**, Eerste Verweerder, en **Melinda Gouws**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak, op 16 Augustus 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Wonderboom, op 13 Januarie 1995 om 11:00, die ondervermelde eiendom in eksekusie verkoop by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Deetlefstraat 384, Pretoria-Noord, en word omskryf as Erf 291, Wolmer, Registrasieafdeling JR, Transvaal, groot 2 552 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, sitkamer, eetkamer, familiekamer, kombuis, vier slaapkamers, studeerkamer, washuis, badkamer met stort, aparte toilet, matre en teëlvloere, aparte motorhuis, afdak, stoorkamer en buitetoilet.

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

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

Geteken te Pretoria hierdie 15de dag van November 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe.)

Saak 22814/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Ngobeni, Siphon Wilson**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Prince Georgelaan 439, Brakpan, op Vrydag, 9 Desember 1994 om 11:00, van die ondergemelde eiendom van die Verweerder wat deur die vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Brakpan, voor die verkoping ter insae sal lê:

Sekere Standplaas 7457, Tsakane, Brakpan, Registrasieafdeling IR, Transvaal, gehou deur Siphon Wilson Ngobeni onder Akte van Transport TL25442/88, bekend as Phetlastraat 7457, Tsakane, Brakpan, groot 260 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

Terme: 10% (tien persent) van die koopprijs 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 R200.

Gedateer te Alberton op hede die 8ste dag van November 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton; Presidentstraat 84, The Markade, Johannesburg. Docex 216, Johannesburg. (Verw. N2722/EU/PP.)

Saak 1191/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **A. Eckard**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, hoofingang, Van Riebeeckstraat, Potchefstroom, op Maandag, 12 Desember 1994 om 10:00, naamlik:

1. Gedeelte 36 ('n gedeelte van Gedeelte 16) van die plaas Brakfontein 476, Registrasieafdeling IQ, Transvaal, groot 43,7238 hektaar.

2. Gedeelte 22 ('n gedeelte van Gedeelte 21) van die plaas Koedoeslaagte 516, Registrasieafdeling IQ, Transvaal, groot 17,4985 hektaar.

3. Gedeelte 2 van die plaas Koedoeslaagte 516, Registrasieafdeling IQ, Transvaal, groot 1,7131 hektaar.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Die verbeterings bestaan uit:

1. Boorgat met monopomp wat ongeveer 1 000 gelling water per uur voorsien. Die pomp is voorsien van Eskom-krag. Daar is ses stalle en afdakke (waarvan drie van krag voorsien is). Groot woonhuis met vyf vertrekke. Twee kampe, ongeveer 10 tot 15 hektaar is ploegbaar.

2. Verwaarloosde woonhuis bestaande uit twee slaapkamers, badkamer, sitkamer, kombuis en twee motorhuise. Kraal met koeistal en drie kampe.

3. Woonhuis, windpomp en dompelpomp. Daar loop 'n spruit deur die grond.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapaanborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet 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 in my kantoor te Kerkstraat 195, Potchefstroom, gedurende kantoorure.

Balju vir die distrik Potchefstroom, Posbus 774, Potchefstroom.

D. J. Nortier, vir Naudes, Trustfonteingebo, St Andrewstraat 151, Posbus 153, Bloemfontein.

Saak 291/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **N. A. Mnguni**, Eerste Eiser, en **F. E. Mnguni**, Tweede Eiser, en **Maiwa Robert Mashinini**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 6 Junie 1994, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 9 Desember 1994 om 09:00, te die Landdroshofkantore, Nigel, geregtelik verkoop sal word, naamlik:

Erf en dorpsgebied: Erf 73, Duduza, Nigel, Registrasieafdeling IR, Transvaal, groot 264 (twee ses vier) vierkante meter, ook bekend as 73 Duduza, Nigel.

Beskrywing van eiendom: Steengebou, teëldak, kombuis, sitkamer, twee slaapkamers, badkamer met toilet en erf omhein.

Terme: 10% (tien persent) van die koopprijs en 5% (vyf persent) afslaersgelde in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank of bougenootskap en of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

Geteken te Nigel op hierdie 3de dag van November 1994.

J. G. W. de Beer, De Beer Viljoen & Fourie, Breytenbachstraat 76; Posbus 704, Nigel. (Verw. mev. Slabbert.)

Saak 986/94**IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT**

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Izak M. Roets**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 14 September 1994 toegestaan is, op 13 Januarie 1995 om 12:00, te die Landdroskantoor Bronkhorstspuit, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Bronkhorstspuit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere: Erf 101, Erasmus-uitbreiding, geleë in die dorp Bronkhorstspuit, groot 2 552 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T32704/1968.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet, No. 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekendgemaak word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Bronkhorstspuit op hede hierdie 9de dag van November 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (01212) 2-2911/2.] (Verw. mnr. Venter/svdb/Saambou 54.)

Saak 3479/94**IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER**

In die saak tussen **ABSA Bank Beperk** (handelende as United Bank), Eiser, en **Johannes Jacobus Lodwickus Strydom**, Eerste Verweerder, en **Jacoba Johanna Susanna Strydom**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdros Hof Evander, en lasbrief vir eksekusie gedateer 1 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 14 Desember 1994 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

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

Eiendom: Erf 5176, Secunda-uitbreiding 15, Registrasieafdeling IS, Transvaal, groot 992 (negehoonderd twee-en-negentig) vierkante meter, gehou kragtens Akte van Transport T2271/90, geleë te Drakensteinstraat 10, Secunda.

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

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

Gedateer te Secunda op 8 November 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou; Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.869.)

Case 42989/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited**, Plaintiff, and **Marius Johannes Pretorius**, First Defendant, and **Anna Maria Pretorius**, Second Defendant

A sale in execution will be held on 13 December 1994 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of:

Erf 254, situated in the Township of Mōregloed, Registration Division JR, Transvaal, measuring 952 square metres, held under Deed of Transfer T31612/93, known as 1188 Rooi Els Street, Mōregloed, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling, single-storey, brick walls, corrugated iron roof, fitted carpets and tiles, lounge, kitchen, three bedrooms, bathroom, wc., carport, servant's room, wc., concrete walls and gates, brick drive pavings and recreation port.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. [Tel. (011) 444-4442.] (Ref. Mr Stolp/RH/M.1064.)

Case 63742/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited**, Plaintiff, and **Johannes van Zyl du Toit**, First Defendant, and **Nicoletta Nicoline Huluba-Mitrofan**, Second Defendant

A sale in execution will be held on 14 December 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 1891, situated in the Township of Pierre van Ryneveld Extension 7, Registration Division JR, Transvaal, measuring 1 235 square metres, known as 17 Garlicke Crescent, Pierre van Ryneveld Extension 7.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, IBR roof, fitted carpets and tiles, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and carport.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria South, at Plot 83, Lyttleton Agricultural Holdings. Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. [Tel. (011) 444-4442.] (Ref. Mr Stolp/RH/M.1133.)

Case 2007/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Naidoo, Moganathan**, First Defendant, and **Naidoo, Mahalaxmi**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) dated 1 September 1994, and subsequent notice of attachment dated 8 September 1994, the undermentioned property will be sold by the Sheriff of the Supreme Court on 14 September 1994 at 10:00, to the highest bidder without reserve at 142 Struben Street, Pretoria, and which conditions will be read by him before the sale of the following property owned by the First Defendant:

Erf 1268, Noordwyk Extension 23 Township, Registration Division JR, Transvaal, measuring in extent 1 003 (one thousand and three) square metres, held by the First and Second Defendants by virtue of Deed of Transfer T78829/92.

The property is situated and known as 1268 Bottlebrush Street, Noordwyk Extension 23.

The above property consists of a lounge, dining-room, kitchen, two bedrooms, bathroom, carport, screenwalling, paving, pergola and motor gates.

Conditions:

1. The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price immediately upon the signature of the conditions of sale and furnish him with a bank or building society guarantee within 14 (fourteen) days from the date of the sale for the balance of the purchase price.

2. The Plaintiff will consider favourable granting an approved purchaser a loan up to 90% (ninety per centum) of the purchase price of the property and arrangements should be made within the Plaintiff before the sale.

3. The full conditions of the sale may be inspected at the office of the Sheriff of the Supreme Court during office hours and will be read out before the property is put up for sale.

Dated at Pretoria on this the 16th day of November 1994.

R. T. M. Rein, for Solomon Nicolson Rein & Verster Inc., Attorneys for Plaintiff, Sixth Floor, N.B.S. Building, 259 Pretorius Street, Pretoria. [Tel. (012) 325-2461.] (Ref. R. T. M. Rein/VAA.)

Saak 6305/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **Lankie Reserve (Edms.) Beperk**, Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 30 Junie 1994, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserve aan die hoogste bieder deur Libra Afslaaers, te Erf 497, Strubenvale, Springs, op 13 Desember 1994 om 12:00:

Beskrywing van eiendom:

Hoewe: Erf 497, Strubenvale-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 5 296 (vyf twee nege ses) vierkante meter, soos gehou kragtens Transportakte T12081/1985, geleë te Erf 497, Strubenvale, Springs.

Verbeteringe: Geen waarborg egter ten opsigte hiervan gegee nie. Woonhuis met teëldak, gepleisterde mure, twee sitkamers, vier slaapkamers, twee studeerkamers, kombuis, drie badkamers, ses motorhuise, bediendekamer en swembad.

Voorwaardes van verkoping:

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 16,52% (sestien komma vyf twee) per jaar op die vonnisskuld vanaf 1 Mei 1993 tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes, en

(b) die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant, of verseker deur 'n bank- of bougenootskapwaarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju.

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju onmiddellik voor die geregtelike verkoping, sal by sy kantore ter insae lê, en kan te enige tyd gedurende kantoorure geïnspekteer word.

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

C. I. Hutchinson, geïnk. J. R. du Plessis & Burger, Prokureur vir Eiser, Eerste Verdieping, Alliegebou, Vyfde Laan, Posbus 880, Springs. (Verw. mnr. Hutchinson/FN/TY9.)

Case 18381/92
PH 170IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Judgment Creditor, and **Nassif, Joseph John**, First Judgment Debtor, and **Nassif, Jamale Hanna**, Second Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the office of the Deputy Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, on 15 December 1994 at 10:00, of the undermentioned property of the Judgment Debtors, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain Erf 1352, Turffontein Township, Local Authority, Johannesburg, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by virtue of Deed of Transfer T41839/1988, and corresponding to the street address 10 Moffat Street, Turffontein, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling-house on a corner stand consisting of lounge (tiled floor), dining-room (tiled floor), kitchen (tiles), three bedrooms with BIC, two bathrooms, tiled roof and outside toilet.

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

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

Dated at Johannesburg on this 17th day of November 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Ref. N. Connell/fr/F361.)

Saak 3282/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Henry Norman Moolman**, Eerste Verweerder, en **Petronella Elizabeth Magdalena Moolman**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 27 Oktober 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 14 Desember 1994 om 12:00, by die Baljukantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, enkelmotorhuis, bediendekwartiere, motorafdak, omheining en plaveisel.

Eiendom: Erf 4984, Secunda-uitbreiding 12, Registrasieafdeling IS, Transvaal, groot 1 039 (eenduisend nege-en-dertig) vierkante meter, gehou kragtens Akte van Transport T3253/91, geleë te Sandrivierstraat 15, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 14de dag van November 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.851.)

Saak 6764/94

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

In die saak tussen **Allied Bank Beperk**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Raymond Kunz**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 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 te Parkstraat 8, Kempton Park:

Sekere erf, Gedeelte 1, soos meer breedvoerig beskryf word op Deeltitel Plan SS76/84 in die skema bekend as Bonhabitat, geleë te Bonaeropark-dorpsgebied, Stadsraad van Kempton Park, transportakte gehou onder Titelakte ST1025/94, grootte 50 (vyftig) vierkante meter, ook bekend as Bonhabitatwoning 1, Bonaeropark.

Beskrywing: Eenheid bestaande uit eetkamer, kombuis, slaapkamer, toilet, badkamer, sitkamer, alles onder 'n sinkdak, en 'n motorafdak. 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 14de 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/AB1232.)

Saak 4569/92

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

In die saak tussen **Allied Bank Beperk**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Neville Thomas Mitchley**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 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 te Parkstraat 8, Kempton Park:

Sekere Erf 901, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T45065/87, grootte 868 (agthonderd agt-en-sestig) vierkante meter, ook bekend as Canopusstraat 1, Rhodesfield.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, toilet, badkamer, sitkamer, alles onder 'n teëldak. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 14de 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/AB894.)

Saak 15165/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **Allied Bank Beperk**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Sidney Stanley Joja**, Eerste Eksekusieskuldenaar, en **Lindiwe Esther Joja**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Alberton, op 14 Desember 1994 om 10:00, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, 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 Johriahof, Du Plessisstraat 4, Florentia, Alberton:

Sekere Erf 1632, Likole-afdeling, Uitbreiding 1, Katlehong-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte TL49100/89, grootte 330 (driehonderd en dertig) vierkante meter, ook bekend as 1632 Likole-afdeling, Uitbreiding 1, Katlehong.

Beskrywing: Woning bestaande uit eetkamer, kombuis, twee slaapkamers, toilet, badkamer, 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 14de 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/AG47.)

Saak 13068/92

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

In die saak tussen **Allied Bank Beperk**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Fanie Piccanin Motlonya**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogenoemde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 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 te Parkstraat 8, Kempton Park:

Sekere Erf 402, Teanong Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte TL9547/91, grootte 254 (tweehonderd vier-en-vyftig) vierkante meter, ook bekend as 402 Teanong-afdeling, Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, twee slaapkamers, toilet, badkamer, 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 14de 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/AB975.)

Saak 7142/94

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

In die saak tussen **Allied Bank Beperk**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Pieter Andries Swanepoel**, Eerste Eksekusieskuldenaar, en **Johanna Elizabeth Swanepoel**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogenoemde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 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 te Parkstraat 8, Kempton Park:

Sekere Erf 1211, Clayville-uitbreiding 13-dorpsgebied, Registrasieafdeling JR, Transvaal, transportakte gehou onder Titelakte T48259/91, grootte 1 015 (eenduisend en vyftien) vierkante meter, ook bekend as Smitstraat 18, Clayville.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, toilet, twee badkamers, eetkamer. Alles onder 'n teëldak, 'n swembad en 'n motor oprit. 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 14de 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/AB1354.)

Saak 7142/94

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

In die saak tussen **Allied Bank Beperk**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Kevin Sean Davis**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 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 te Parkstraat 8, Kempton Park:

Sekere Erf 1489, Norkempark-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T56759/93, grootte 1 074 (eenduisend vier-en-sewentig) vierkante meter, ook bekend as 2 Peter Binikos, Norkempark-uitbreiding 3.

Beskrywing: Woning bestaande uit sitkamer, kombuis, drie slaapkamers, twee toilette, twee badkamers, eetkamer. Alles onder 'n teëldak. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 14de 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/AB1280.)

Case 6465/94

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

In the matter between **ABSA Bank Limited** (Bankorp Ltd), Judgment Creditor, and **Rodney Strumpher**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court, for the District of Krugersdorp, and a warrant of execution dated 24 October 1994, the following property will be sold in execution on 14 December 1994 at 12:00, on the property, Hoofrifweg 316, Wentworth Park, Krugersdorp, to the highest bidder namely:

Certain Erf 103, Wentworth Park Township, Registration IQ, Transvaal, measuring 833 square metres, held by ABSA Bank Ltd, formerly trading as Bankorp Ltd.

Improvements: House consists of lounge, family room, dining-room, bathroom, three bedrooms, passage and kitchen.

Outbuildings: Toilet, maids room, garage, garden entertainment area, store-room, fencing (nothing is guaranteed).

Conditions of sale:

1. The property will be sold to the highest bidder without reserve and the sale will be subject to the conditions and regulations of the Magistrates' Courts Act and the title deeds as far as these are applicable.

2. The purchase price shall be paid as follows:

(a) Ten per cent (10%) thereof in cash on the day of the sale and payable to the Sheriff.

(b) The balance to be guaranteed against transfer by approved bank or building society guarantees in favour of Judgment Creditor and/or nominees, to be delivered to the Sheriff within fourteen (14) days from the date of the sale, which guarantees are to be made free of exchange at Krugersdorp, payable against registration of transfer of the property into the name of the purchaser.

3. The conditions of sale which will be read by the Sheriff immediately prior to the sale, are open for inspection at his offices at corner of Rissik and Ockerse Streets, Krugersdorp.

Dated at Krugersdorp this 28th day of August 1994.

G. J. Smith & Van der Watt Inc., Attorney for the Plaintiff, 401 United Building, 57 Ockerse Street, Krugersdorp. (Ref. T. H. Kneen.)

Case 17244/93 PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kgoale, Moeketsi Freddie**, Defendant

In execution of 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 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 West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 130, Protea Glen Township, Registration Division IQ, Transvaal, measuring 367 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL30816/1991, being Erf 130, Protea Glen.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, three bedrooms 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 11th day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72076/FCLS/Ms. Isola/Mr Brewer/cvdm.)

Case 00368/94

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Crossley, Charles Richard**, First Defendant, and **Crossley, Janice**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 13 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 10, Northwold Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 036 m², held by the Defendants under Deed of Transfer T11057/86, being 10 Morkel Place, Northwold Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, kitchen, bathroom/w.c., bathroom/w.c./shower, scullery and laundry.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 28th day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90803/Mr McCallum/Ms Isola/hs.)

Case 17719/92

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 **Goba, Dennis**, First Defendant, and **Goba, Ethel Sonono**, 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 142 Struben Street, Pretoria, on Wednesday, 14 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, Pretoria South, at Edenpark, Plot 83, Lyttelton Agricultural Holding, Verwoerdburgstad:

Erf 1301, Noordwyk Extension 16 Township, Registration Division JR, Transvaal, measuring 1 005 m², held by the Defendants under Deed of Transfer T3241/92, being 1301 Poplar Street, Noordwyk.

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 31st day of October 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53247/Mr McCallum/Ms Isola/cvdm.)

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 **Milne, Graham Mitchell**, First Defendant, and **Milne, Susan Frances**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 13 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 1355, Jukskei Park Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 155 square metres, held by the Defendants under Deed of Transfer T18894/1993, being 15 Karbeit Street, Jukskei Park Extension 3.

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

The dwelling consists of lounge, dining-room, kitchen, four bedrooms, two bathrooms/w.c., 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 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. Z95017/Mr McCallum/Ms Isola/hs.)

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 **Moosa, Amod Zaid**, First Defendant, and **Moosa Fatima**, 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, 22 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 239, Elandspark Township, Registration Division IR, Transvaal, measuring 810 square metres, held by the Defendants under Deed of Transfer T58471/1992, being 9 McNair Road, Elandspark, Johannesburg South.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, bathroom and three bedrooms.

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. Z77790/Mr McCallum/Ms Isola/ab.)

Case 11217/94
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 **Mohlala, Maruping Daniel**, First Defendant, and **Mohlala, Sesu Jeannet**, 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 142 Struben Street, Pretoria, 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, Pretoria South at Edenpark, Plot 83, Lyttelton Agricultural Holding, Verwoerdburgstad:

Erf 52, Country View Township, Registration Division JR, Transvaal, measuring 750 (seven hundred and fifty) square metres, held by the Defendants under Deed of Transfer T16568/1993, being 52 Tecoma Place, Country View, Halfway House.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93474/Mr McCallum/Ms Isola/hs.)

Case 20209/94

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

In the matter between **Allied Bank** (a division of ABSA Bank Limited), Plaintiff, and **Kupper, Ernest Franz Josef**, First Defendant, and **Kupper, Theresa**, 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, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 15 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 1 and its undivided share in the common property in the Sunnycrest sectional title scheme, area 97 (ninety-seven) square metres, situation Flat 10, Sunnycrest, 75 Quartz Street, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consisting of two bedrooms, bathroom, lounge, dining-room and 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.

Dated at Johannesburg.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax 838-1556.) (Ref. R. L. Mogotsi/cm/A-18.)

Case 21134/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nayar, Dalip Krishna**, First Defendant, and **Nayar, Anjali**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 13 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: Erf 1305, Blairgowrie Township, Registration Division IQ, Transvaal, area 1 260 square metres, situation 120 Barkston Drive, Blairgowrie, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under slate, consisting of lounge, dining-room, family room, kitchen, four bedrooms, two and a half bathrooms, two showers, three toilets, floor coverings fitted carpets/tiles, verandah, concrete courtyard, outbuildings brick under galvanised iron, two garages, staff quarters with toilet and shower, laundry, concrete strip driveway, slasto paving and motor gate.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/N3391.)

Case 22320/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **United Bank** ('n division of ABSA Bank Limited), Plaintiff, and **Khathide, Nhlanhla 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 the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 15 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 of the Supreme Court, prior to the sale:

Certain unit comprising section 9 and its undivided share in the common property in the Park Mansions sectional title scheme, area 43 (forty-three) square metres, situation 108 Park Mansions, corner of Edith Carvell and Van der Merwe Streets, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consisting of bedroom, bathroom and 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 at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax 838-1556.) (Ref. R. L. Mogotsi/cm/A-31.)

Case 13291/94**PH 2****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Defendant, and **Ramonyane, Andrew Matjhaha Ian**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, on 20 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, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie:

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

Single-storey dwelling-house under concrete roof consisting of two bedrooms, bathroom, shower, toilet, lounge, dining-room, kitchen and carpet.

Being: 716 Bromhof Extension 36, situated at 716 Bromvoël Crescent, Bromhof Extension 36, measuring 471 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T58422/92.

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

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

Dated at Randburg this 16th day of November 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; C/o Van der Westhuizen Crouse & Venter, Ninth Floor, Budget House, 42 Kerk Street, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

**Case 13290/94
PH 2****IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**

In the matter between **NBS Bank Limited**, Defendant, and **Holmes, Sean Russell**, First Defendant, and **Holmes, Jacqueline**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, on 20 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie:

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

Single-storey dwelling-house under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and dressing-room.

Being: 1275 Bloubosrand Extension 11, situated at 1275 Bakenbos Crescent (corner of Boegoe Place), Bloubosrand Extension 11, measuring 958 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T70437/91.

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

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

Dated at Randburg this 16th day of November 1994.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; C/o Van der Westhuizen Crouse & Venter, Ninth Floor, Budget House, 42 Kerk Street, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 25716/94**IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**

In the matter between **NBS Bank Limited**, Plaintiff, and **Martin, Kenneth**, First Defendant, and **Martin, Linda**, 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 Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 13 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: Erf 271, Jukskeipark Township, Registration Division IQ, Transvaal, area 1 487 square metres, situation 14 Salika Street, Jukskeipark, Randburg.

Improvements (not guaranteed): Split level brick dwelling under thatch consisting of lounge, dining-room, study, kitchen, pantry, three bedrooms, two bathrooms, floor coverings fitted carpets/tiles/novilon, slate and wood, outbuildings - two carports, laundry, staff quarters with toilet and shower, swimming-pool with pool deck, slasto and pergolaed patio, terra cotta and brick paving to terraces and driveway, landscaped garden and walled boundary.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/N3407.)

**Case 22213/94
PH 630****IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Lubbe, Pierre Corrie**, First Defendant, and **Lubbe, Adriana**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 22 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, Turfontein:

Erf 570, South Hills Township, Registration Division IQ, Transvaal, measuring 500 (five hundred) square metres, held by the Defendants under Deed of Transfer T56782/91, being 14 Bloemhof Street, South Hills.

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

The dwelling consists of lounge, two bedrooms, bathroom, separate toilet, kitchen, pantry, garage, store-room, toilet and enclosed stoep.

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 28th 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. Z01131/Mr Georgiades/md.)

**Case 107009/93
PH 3**

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

In the matter between **The Body Corporate of Villa Barcelona**, Plaintiff, and **Johannes Ockert Cornelius**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg, in the above-mentioned suit, a sale of the undermentioned property will be held without reserve in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, on 25 November 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is:

Certain: Section 213, in the scheme known as Villa Barcelona, situated at Johannesburg Township, Local Authority, Johannesburg, measuring 37 (thirty-seven) square metres, situated at 70A Villa Barcelona, Van Zyl Street, Albertville, Johannesburg, held by Certificate of Registered Section Title ST13984/1993.

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

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

Sheriff's charges calculated 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 9th day of November 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/U00825.)

Case 5789/92

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

In the matter between **New Redruth Property Trust**, Execution Creditor, and **Danielle Petrus du Toit**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Alberton on 21 August 1992, and a warrant of execution issued, the following property will be sold in execution to the highest bidder on 9 December 1994 at 11:15, at the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg:

Erf 419, Beyerspark Extension 4 Township, Registration Division IR, Transvaal, measuring 992 (nine hundred and ninety-two) square metres, 120 13th Avenue, Beyerspark. Zoned Residential area.

Improvements (not warranted to be correct): Existing of lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery, flat and normal outbuildings.

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 shall be paid or secured by a bank or building society guarantee within fourteen (14) days after the date of the sale.

2. **Conditions:** The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court.

The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

Signed at Alberton on this the 27th day of October 1994.

S. N. Naude, for S. J. Naude & Klopper, Attorneys for Plaintiff, 42 Van Riebeeck Avenue, Alberton; P.O. Box 34, Alberton, 1450. (Tel. 907-2730.) (Ref. S. N. Naude/pb.)

Case 6794/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Johannes Mashinini**, First Defendant, and **Ntsekeng Flora Mashinini**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable court, dated 14 July 1992 and warrant of execution served on 20 September 1994, the undermentioned property will be sold on 14 December 1994 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1957, Tokoza Township, Registration Division IR, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, also known as Site 1957, Tokoza, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed):

Detached single storey conventional built residence under iron roof comprising two bedrooms, lounge, kitchen and outside buildings comprising of ablutions and land enclosed with wire fencing.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21% (twenty-one per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

Dated at Bedfordview on this the 14th day of November 1994.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/vd LS0999.)

Case 79684/92

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

In the matter between **Bankorp Limited**, Execution Creditor, and **Michael Gardiner Hammond**, Execution Debtor

In terms of a judgment of the Magistrate Court of the District of Johannesburg held at Johannesburg in the above-mentioned matter, a sale will be held on the 9 December 1994 at 10:00, at the Magistrate's Court, Fox Street Entrance, Johannesburg:

Certain Remaining Extent of Erf 81, situated in the Township of Kew, Registration Division IR, Transvaal, measuring 1 487 square metres, situated at 34 Second Road, Kew.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: No improvements are guaranteed.

The sale will be held on the conditions to be read out by the auctioneer and these conditions may be examined at the offices of the Sheriff, Johannesburg East, 4 Sanlam Industrial Park, Prop Street (off John Street), Selby, Johannesburg or at the offices of the Plaintiff's attorneys, Blakes, 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 14th day of November 1994.

J. A. P. Sanchez, for Blakes Inc., Plaintiff's Attorneys, 14 Plein Street, P.O. Box 5315, Johannesburg. (Tel. 491-5500.) (Ref. K. Bielderman/MvdM/BB0385.)

Saak 5945/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bepers**, Eiser, en **C. F. Pienaar**, Eerste Verweerder, en **M. Pienaar**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 19 Oktober 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 13 Desember 1990 om 10:00:

Deel 46, soos getoon en meer volledig beskryf op Deelplan SS428/91 in die skema bekend as Park Villa, geleë in die dorpsgebied Sunnyside in die Plaaslike Owerheid van die Stadsraad van Pretoria, groot 37 (sewe-en-dertig) vierkante meter (beter bekend as Park Villa 407, Troyestraat 90, Sunnyside)

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: Een slaapkamerwoningstel met toilet, kombuis, sit-/eetkamer en parking.

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-waarborg 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, Pretoria Sentraal.

Geteken te Pretoria op hierdie 15de dag van November 1994.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48014.)

Saak 506/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mfana Solomon Mbombi**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 3 Oktober 1994 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 14 Desember 1994 om 11:00, te die Landdroskantoor, Kriel, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju, voor die verkoping:

Erf 242, Thubelihle, geleë in die dorp Thubelihle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis en sitkamer.

Groot 337 (drie drie sewe) vierkante meter.

Geteken te Secunda op hede hierdie 7de dag van November 1994.

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

Saak 63388/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Leilani Opperman**, Verweerder

'n Geregtelike verkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 13 Desember 1994 om 10:00, van:

'n Eenheid bestaande uit:

Deel 22, soos getoon en volledig beskryf op Deelplan SS62/81 in die skema bekend as Palm Villa ten opsigte van die grond en gebou of geboue geleë te Erf 772, Pretoria, Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloer-opervlakte volgens genoemde deelplan 37 (sewe-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 genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST97415/93 (beter bekend as Palm Villa 208, Andriesstraat 509, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Woonstel, bestaande uit 'n sitkamer, kombuis, slaapkamer en badkamer.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak 45228/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Francois Joubert**, Eerste Verweerder, en **Erna Joubert**, Tweede Verweerder

'n Geregtelike verkoping word gehou deur die Balju, Pretoria-Suid te Strubenstraat 142, Pretoria, op 14 Desember 1994 om 10:00, van:

Erf 1420, geleë in die dorpsgebied Zwartkop-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 241 vierkante meter, gehou kragtens Akte van Transport T55513/91 (beter bekend as Migmatitelaan 18, Zwartkop-uitbreiding 8, Verwoerdburg).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Baksteen woonhuis met teëldak, vinielteëlvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, waskamer, twee slaapkamers, badkamer en toilet.

Buitegeboue: Dubbelmotorafdak.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburg.

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

Saak 295/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Distillers Korporasie Beperk**, Eiser, en **Job Skosana**, handeldrywend as Mhluzi Bottle Store, Verweerder

Ter uitvoering van 'n uitspraak van bovermelde Hof en 'n lasbrief tot uitwinning gedateer 15 Augustus 1994, sal die ondervermelde eiendom op 9 Desember 1994 om 11:00, by die Landdroskantoor, Bethal, Kamer 83, aan die hoogste bieder verkoop word:

Erf 2170, Emzinoni, Reg No. TL73108/89.

Woonhuis bestaande uit kombuis, spens, badkamer, drie slaapkamers en sitkamer.

Buitegeboue: Drie motorhuise en drie buitekamers.

W. A. de Klerk, vir De Klerk Prokureurs, Clercqstraat 14, Posbus 47, Bethal, 2310. (Verw. S4421.)

Saak 892/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **G. North & Son (Pty) Ltd**, handeldrywend as Northmec, Eiser, en **mnr. H. J. Fourie**, handeldrywend as S.O. Landboumark, Verweerder

Ter uitvoering van 'n uitspraak van bovermelde Hof en 'n lasbrief tot uitwinning gedateer 28 Junie 1994, sal die ondervermelde eiendomme op 9 Desember 1994 om 11:00, by die Landdroskantoor, Bethal, Kamer 83, aan die hoogste bieder verkoop word:

1. Erf 0000446, Gedeelte 0000, Registrasieafdeling IS, groot 2 855 vierkante meter, Transportakte T976/1971 (Eerste verbandhouer, Eerste Nasionale Bank).

2. Erf 0002242, Gedeelte 0001, Registrasieafdeling IS, groot 1 428 vierkante meter, Transportakte T57379/1990.

Geteken te Bethal hierdie 25ste dag van Oktober 1994.

W. A. de Klerk, vir De Klerk Prokureurs, Clercqstraat 14, Posbus 47, Bethal, 2310. (Verw. S4421.)

Saak 1030/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **D. Golele**, Eerste Verweerder, en **M. C. Golele**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros, in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om 11:00, op 20 Januarie 1995, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 2420, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL3077/90, grootte 482 (vierhonderd twee-en-tagtig) vierkante meter.

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

Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, kombuis en drie slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 10de dag van November 1994.

C. J. Van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/142/EJ.)

Saak 45404/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Allied Bank), Eiser, en **Eksteen Cornelius Petrus Lourens** (ID4903195002002), Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju-Suid, te Strubenstraat 142, Pretoria, op 14 Desember 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-Suid, te Edenpark Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1845, geleë in die dorpsgebied Rooihuiskraal-uitbreiding 18, Registrasieafdeling JR, Transvaal, groot 1 153 (eenduisend eenhonderd drie-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T81563/93, hierdie eiendom is geleë te 46 Phalaropestraat, Rooihuiskraal.

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

Konstruksie: Baksteen woning, Herculite plafon, Vinyl teëls en matte, warm water sisteem.

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 (veertien) dae aan die Balju.

3 Die koper betaal die Balju se kommissie.

4 Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 15de dag van November 1994.

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

**Case 22039/93
PH 59**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Savage, Bruce Donovan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, 13 December 1994 at 10:00, in the forenoon, 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 2535, Blairgowrie Township, Registration Division IQ, Transvaal, situation 4 Delta Road, Blairgowrie, Sandton, area 1 060 (one thousand and sixty) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, study, kitchen, two bathrooms, dressing-room, four bedrooms, brick walls, carpets on cement floors, tiled roof.

Outbuildings: Servants' quarters, garage, property fully walled and swimming-pool.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever, is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

Krowitz, Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, P.O. Box 2642, Johannesburg. (Tel. 833-7901.) (Ref. R. A. Krowitz/LP/F650.)

Case 12267/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsolanku Boy Ben**, First Defendant, and **Tsolanku Magauta Selina**, 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 15 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 1382, Molapo Township, Registration Division IQ, Transvaal, measuring 279 (two hundred and seventy nine) square metres, situated at Erf 1382, Molapo 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, dining-room.

Outbuilding: Two single garages, motorhuis.

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 against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 8th 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. T27439/PC.)

Case 22142/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sempe, Pinky Dinah**, Defendant

In execution of 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 15 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 903, Mapetla Township, Registration Division IQ, Transvaal, measuring 325 (three hundred and twenty-five) square metres, situated at Erf 903, Mapetla Township.

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

Dwelling under asbestos roof, two bedrooms, lounge and kitchen. *Outbuildings:* Garage.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 8th 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. S28445/PC.)

Case 19088/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoena, Mbusene 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 the office of the Sheriff, 131 Marshall Street, Johannesburg, on 15 December 1994 at 10:00, of the under-mentioned 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 3851 (now renumbered Erf 10180), Pimville zone 3 Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, situated at Erf 3851 (now renumbered 10180), Pimville Zone 3 Township.

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

Dwelling under asbestos roof, two bedrooms, dining-room and kitchen. *Outbuildings:* 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 14th 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. M27972/PC.)

Case 22890/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogale, Mase Agnes**, Defendant

In execution of 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 15 December 1994 at 10:00, of the under-mentioned 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 1288, Jabavu Central Western Township, Registration Division IQ, Transvaal, measuring 301 (three hundred and one) square metres, situated at Erf 1288 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, two bedrooms, dining-room, kitchen and bathroom. *Outbuildings:* Garage.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 9th 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. M28523/PC.)

Case 6033/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mnisi, Carolina Martha N. O.**, Executrix in the estate of late **Mnisi Khalatshi 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 at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 15 December 1994 at 10:00, of the under-mentioned 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 57, Senaoane Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 57, Senaoane Township.

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

Dwelling under asbestos roof, two 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 the 10th 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. M13371/PC.)

Case 16334/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhwanazi, Michael Nomsa**, Defendant

In execution of 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 15 December 1994 at 10:00, of the under-mentioned 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 1022, Jabulani Township, Registration Division IQ, Transvaal, measuring 270 (two hundred and seventy) square metres, situated at Erf 1022, Jabulani Township.

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

Single-storey dwelling, two bedrooms, lounge, dining-room and kitchen. *Outbuilding*: Three garages.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 8th 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. M21341/PC.)

Case 21833/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mhlanga, Zonile Esther**, Defendant

In execution of 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 15 December 1994 at 10:00, of the under-mentioned 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 982, Dhlamini Township, Registration Division IQ, Transvaal, measuring 267 (two hundred and sixty-seven) square metres, situated at Erf 982, Dhlamini 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 lounge. *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 8th 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. M12862/PC.)

Case 22338/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makgathi, Merane Sydney**, First Defendant, and **Makgathi, Myaleng Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 15 December 1994 at 10:00, of the under-mentioned 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 927, Molapo Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 927, Molapo Township.

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

Single-storey dwelling, two bedrooms, dining-room and kitchen. *Outbuilding*: Three garages.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 8th 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. M22197/PC.)

Case 19058/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lee Krouse Paul**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 15 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 3060 (now renumbered 5452), Naledi Extension 1 Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 3060 (now renumbered 5452), Naledi 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, dining-room, kitchen.

Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 8th 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. L27980/PC.)

Case 16204/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marumo Olifile Lucas**, First Defendant, and **Marumo Nomvula Anna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 14 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 at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale.

All right title and interest in the leasehold in respect of Erf 9261, Kagiso Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 9261, Kagiso Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom.

Outbuilding: Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 8th 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. M27685/PC.)

Case 11512/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Seboko Aubrey Kgomotso**, Defendant

In execution of 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 Street, Krugersdorp, on 14 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 at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Street, Krugersdorp, prior to the sale.

All right title and interest in the leasehold in respect of Erf 11741, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 276 (two hundred and seventy six) square metres, situated at Erf 11741 Kagiso Extension 6 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 8th 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. S14150/PC.)

Case 60271/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Walter Roland Degenaar**, First Defendant, and **Marie-Louise Degenaar**, Second Defendant

A sale in execution will be held on 13 December 1994 at 10:00, at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, of:

Portion 1 of Erf 250, situated in the Township of Rietfontein, Registration Division JR, Transvaal, measuring 1 276 square metres, held under Deed of Transfer T61080/91, known as 577 20th Avenue, Rietfontein, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, corrugated iron roof, fitted carpets and novilon, lounge, dining-room, kitchen, three bedrooms, shower, two bathrooms, two w.c.'s, TV-room, entrance hall, front and site stoeps, carport, concrete walls and pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9506.)

Case 68085/94

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 **Johannes Oosthuizen**, 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 Warmbath Road, on 13 January 1994 at 11:00, to the highest bidder:

Certain: Erf 254, situated in the Township of Karenpark, Registration Division JR, Transvaal, measuring 1 575 square metres, situated at 4 Cyclamen Avenue, Karenpark, Akasia.

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, study, kitchen, four bedrooms, two bathrooms, two showers, three w.c.'s, entrance hall, family room, playroom, dressing-room, stoep, balcony and laundry.

Outbuildings: Double garage, two w.c.'s, cloak room, working space and patio.

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, old Warmbath Road.

Signed at Pretoria on this 17th day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Mrs Tkartoudes/M. Kirsten/N1338.)

Case 68289/94

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 **Ramona Louw**, First Defendant, and **Johannes Cornelius Louw**, 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: Erf 3309, situated in the Township of Doornpoort, Extension 31, Registration Division JR, Transvaal, measuring 503 square metres, situated at 315 Alectra Street, Doornpoort, Extension 31.

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, kitchen, two bedrooms, bathroom, shower and w.c.

Outbuildings: Double carport.

Other: Walls 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 Portion 83, De Onderstepoort, Bon Accord, old Warmbath Road.

Signed at Pretoria on this the 17th day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M. Kirsten/N1351.)

Case 60285/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Goolam Mahomed Jeewa**, First Defendant, **Farrieda Bibi Jeewa**, Second Defendant, **Anwar Jeewa**, Third Defendant and **Shabir Ahmed Jeewa**, Fourth Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 14 December 1994 at 10:00:

Erf 173, Country View Extension 1 Township, Registration Division JR, Transvaal, measuring 770 square metres, known as Stand 173, Fire Lily Crescent, Country View Extension 1.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-419284 (340773)/JAA/M. Oliphant.]

Case 66201/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hendrik Phillipus Eybers**, First Defendant, and **Sonja Eybers**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 14 December 1994 at 10:00:

Erf 1794, situated in the Township of Zwartkop Extension 8, Registration Division JR, Transvaal, measuring 1 677 square metres, known as 30 Ystersteen Avenue, Zwartkops Extension 8.

Particulars are not guaranteed: Dwelling: Entrance hall, lounge, family room, dining-room, kitchen, three bedrooms and bathroom, staff rooms, two garages and toilet.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-419259/JAA/M. Oliphant.)

Case 4438/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Steyn Justinus Maredi**, First Defendant, and **Esmeralda Barenise Sarah Maredi**, Second Defendant

A sale in execution will be held on Wednesday, 14 December 1994 at 10:00, by the Sheriff for the Supreme Court, Pretoria South, at 142 Struben Street, Pretoria, of:

Erf 223, Countryview Extension 1 Township, Registration Division JR, Transvaal, in extent 822 square metres, known as 223 Forest Lily Place, Countryview Extension 1.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, garage and store-room.

Inspect conditions at Sheriff for the Supreme Court, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-401329/JAA/M. Oliphant.)

Case 35331/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Thomas Claude Meadows**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 13 December 1994 at 10:00:

Erf 1051, in the Township of Kilner Park Extension 1, Registration Division JR, Transvaal, measuring 1 498 square metres, known as 123 Klapperbos Street, Kilner Park.

Particulars are not guaranteed: Dwelling: Lounge, family room, dining-room, kitchen, three bedrooms, bathroom, study, laundry, staff room, two store-rooms, three garages, bathroom and toilet.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409816/JAA/M. Oliphant.)

Case 34932/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Paulus Andrew Beukes**, First Defendant, and **Magrieta Beukes**, Second Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 13 December 1994 at 10:00:

Erf 5386, situated in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 336 square metres, known as 306 Maya Street, Eersterust.

Particulars are not guaranteed:

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

Inspect conditions at Sheriff Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-409832/JAA/M. Oliphant.)

Case 70929/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Maria Aletta Vorster**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 14 December 1994 at 10:00:

Remaining portion of Erf 26, situated in the Township of Lynnwood Glen, one half share held by virtue of Deed of Transfer ST13467/1990 and one half share held by virtue of Deed of Transfer T15798/1993, Registration Division JR, Transvaal, measuring 1 918 square metre, known as 26 Alcade Avenue, Lynnwood Glen.

Particulars are not guaranteed:

Dwelling: Entrance hall, lounge, family room, dining-room, kitchen, five bedrooms and three bathrooms. Double garage, carport, staff room, toilet and swimming-pool.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-424806/JAA/M. Oliphant.)

Case 66664/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Nadia Helen Müller**, First Defendant, and **Talana van Bosch**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 13 December 1994 at 10:00:

Remaining extent of Portion 1 of Erf 399, situated in the Township of Rietfontein, Registration Division JR, Transvaal, measuring 1 237 square metres, known as 713 16th Avenue, Rietfontein, Pretoria.

Particulars are not guaranteed:

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, separate bath, bath and toilet, study, laundry and stoep.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-419270/JAA/J. S. Herbst.)

Case 22514/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Michael James Kirby**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 13 December 1994 at 10:00:

Erf 4543, situated in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 325 square metres, known as 376 Crawford Avenue, Eersterust.

Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and carport.

Inspect conditions at Sheriff Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-404829/JAA/J. S. Herbst.)

Case 63159/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Armans Martins**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 13 December 1994 at 10:00, of:

Erf 4175, situated in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 480 square metres, known as 232 Rondebosch Street, Eersterust, 0022.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms, bathroom and single garage.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-414112 (343447)/JAA/J. S. Herbst.]

Case 53460/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Abel Andries Oosthuizen**, First Defendant, and **Susarha Salomina Beredina Oosthuizen**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 14 December 1994 at 10:00, of:

Erf 2643, in the Town of Wierdapark Extension 2, Registration Division JR, Transvaal, measuring 1 025 square metres, known as 15 Gansbaai Street, Wierdapark Extension 2, 0149.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and garage.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardts Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-379735/JAA/J. S. Herbst.)

Case 63035/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Christiaan Phillipus Joubert**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 14 December 1994 at 10:00, of:

Erf 1780, in the Township of Zwartkop Extension 8, Registration Division JR, Transvaal, measuring 1 287 square metres, known as 23 Basalt Street, Zwartkop Extension 8.

Particulars are not guaranteed.

Vacant land.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardts Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-419250/JAA/J. S. Herbst.)

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Devon Gesondheidskomitee**, Eiser, en **Sampies Eiendomme (Edms.) Bpk.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 7 April 1988, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendomme op 6 Januarie 1995 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erwe 322, 323, Devon, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae lê en behels onder andere die volgende:

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

Gedateer te Nigel op hede die 10de dag van November 1994.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. GB/D243.)

NOTICE OF SALES IN EXECUTION — IMMOVABLE PROPERTY

Sale in execution of the undermentioned properties are to be held in front of the Magistrate's Court, Ermelo, on Thursday, 15 December 1994 at 10:00:

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

Full conditions of sale can be inspected at the offices of the Sheriff, Ermelo, at G. F. Botha and Van Dyk Building, corner of Kerk and Joubert Streets, Ermelo, and will be read out prior to the sale.

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

1. **Case 18045/94** (File Ref. Mr Du Plooy/GT1886)

Execution Debtor: **Jim Michael Ngomane.**

Property: All the right, title and interest to the leasehold in respect of Site 3287, Wesselton Extension 2, Registration Division IT, Transvaal, measuring 332 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL38972/91, also known as Site 3287, Wesselton Extension 2, Ermelo.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

2. **Case 18043/94** (File Ref. Mr Du Plooy/GT1882)

Execution Debtor: **Mayithulele Alfred Sibeko.**

Property: All the right, title and interest to the leasehold in respect of Site 3293, situated in the Township of Wesselton Extension 2, Registration Division IT, Transvaal, measuring 350 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL18340/91, also known as Site 3293, Wesselton Extension 2, Ermelo.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

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

Case 13130/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Cornelius Bertie Brink**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at the Sheriff's Offices, Sheriff's Offices, 142 Struben Street, Pretoria, Transvaal, on 14 December 1994 at 10:00, of the following property:

Erf 631, Eldoraigne Extension 1, Registration Division JR, Transvaal, measuring 1 717 square metres, held by the Defendant under Deed of Transfer T26740/85.

This property is situated at 1011 Saxby Street, Eldoraigne, Transvaal.

The property is improved as follows: Lounge, dining-room, three bedrooms, kitchen, two bathrooms/toilets, separate toilet, double garage and servants' quarters/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 Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 14th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/LM.)

Case 8551/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John George van Gund**, First Defendant, and **Salomina Catharina van Gund**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at the Sheriff's Offices, 142 Struben Street, Pretoria, on 14 December 1994 at 10:00, of the following property:

Erf 73, Valhalla Township, Registration Division JR, Transvaal, measuring 1 611 square metres, held by the Defendants under Deed of Transfer T14750/93.

This property is situated at 12 Falun Avenue, Valhalla, Pretoria.

The property is improved as follows: Three bedrooms, bathroom/toilet, kitchen, lounge, dining-room and garage, single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Edenpark Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad.

Dated at Pretoria on this the 14th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/cm.)

Case 20561/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daniel Francois Crous**, First Defendant, and **Rianna Crous**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 14 December 1994 at 10:00, of the following property:

Erf 2266, Rooihuiskraal Extension 10 Township, Registration Division JR, Transvaal, measuring 973 square metres, held by the Defendants under Deed of Transfer T90771/1993.

This property is situated at 66 Strandloper Street, Rooihuiskraal, Extension 10, Verwoerdburg.

The property is improved as follows: Three bedrooms, two bathrooms/toilets, kitchen, lounge, dining-room and two carports, single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 14th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Case 12323/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Lazaros Phillip Masilela**, First Defendant, and **Thembani Betty Masilela**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Evander, at the Sheriff's Office, 23 Rotterdam Road, Evander, on 14 December 1994 at 14:00, of the following property:

Portion 19 of Erf 2287, Embalenhle Extension 8 Township, Registration Division IS, Transvaal, measuring 300 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL26034/89.

This property is situated at Portion 19 of Stand 2287, Embalenhle Extension 8 Township, Evander, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms and bathroom/toilet. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at 23 Rotterdam Road, Evander.

Dated at Pretoria on this the 17th day of November 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Botes Willem Hendrik**, Identiteitsnommer 510811 5020 006, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid, te Strubenstraat 142, Pretoria, op 14 Desember 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenpark-hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1366, geleë in dorp Valhalla, Registrasieafdeling JR, Transvaal, groot 1 740 (eenduisend sewehonderd-en-veertig) vierkante meter, gehou kragtens Akte van Transport T43576/93.

Hierdie eiendom is geleë te Kneestraat 30, Valhalla.

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

Konstruksie: Baksteenwoning met ysterdak, herculite-plafon, vinylteëls en -matte, ingeboude kaste en warmwatersisteem.

Buitegeboue: Dubbelmotorhuis en toilet.

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

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Geteken te Pretoria op hierdie 15de dag van November 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1285.)

Saak 34481/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Viljoen Petrus Jacobus**, Identiteitsnommer 420524 5078 002, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 15 Desember 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1252, geleë in die dorpsgebied Danville-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 694 (seshonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T59788/92.

Hierdie eiendom is geleë te Lateganstraat 218, Danville, Pretoria.

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

Konstruksie: Baksteenmure, ysterdak, herculite-plafon, PVC-vloer en warmwatersisteem.

Buitegeboue: Carport, bediendekamer en toilet.

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

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Geteken te Pretoria op hierdie 17de dag van November 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1451.)

Saak 40430/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Swartz Adam**, Identiteitsnommer 560326 5077 087, Eerste Verweerder, en **Swartz Susanna Johanna Cornelia**, Identiteitsnommer 600426 0007 089, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 15 Desember 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1601, Danville-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 734 (sewehonderd vier-en-dertig) vierkante meter, gehou kragtens Akte van Transport T11314/1986.

Hierdie eiendom is geleë te Knightstraat 153, Danville, Pretoria.

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

Buitegeboue: Toilet.

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

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

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

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Geteken te Pretoria op hierdie 15e dag van November 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1495.)

Saak 62163/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Van Dyk, Pieter Willem Adriaan**, ID 700529 5282 08 3, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Noord-Oos te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 13 Desember 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Noord-Oos, te Pretoriusstraat 1210, Hatfield, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 49, soos getoon en volledig beskryf op Deelplan SS191/1986 in die skema bekend as Willmor Park ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Gedeelte 4, Erf 139, East Lynne, Plaaslike Owerheid: Die Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde Deelplan 97 (sewe-en-negentig) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST145/93.

Hierdie eiendom is geleë te Cojalawoonstelle 401, Wilmor Park 159, Lanhamstraat, East Lynne, Pretoria.

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

Konstruksie: Vloer: Matte. Mure: Baksteen. *Ceiling:* Sement. *Dak:* Sement.

Buitegeboue: Enkel motorhuis.

Waarborg omtrent die omvang van die eiendom en verbeterings daarop word nie 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 15de dag van November 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1622.)

Saak 48473/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as **Allied Bank, Eiser**, en **Mofomme, Makonketsa Herman**, ID 540902 5669 08 4, Eerste Verweerder, en **Mofomme, Maphoko Matsuo**, ID 590814 0661 08 2, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Suid te Strubenstraat 142, Pretoria, op 14 Desember 1994 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid, te Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2817, geleë in die dorpsgebied van Eldoraing-uitbreiding 18, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T70190/93.

Hierdie eiendom is geleë te Strangerstraat 58, Eldoraing.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer, badkamer en stort en studeerkamer.

Konstruksie: Baksteen woning, herculite plafon, teëls en matte, en teël dak.

Buitegeboue: Dubbelmotorhuis, toilet en stort.

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 15de dag van November 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1556.)

Case 14533/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Pick 'n Pay Retailers (Pty) Limited**, Plaintiff, and **Globe Trading Co. (Pty) Limited**, First Defendant, **Usaf Ayob**, Second Defendant, and **Suraiya Ayob**, Third Defendant

In execution of a judgement of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 8 December 1994 at 10:00, of the undermentioned property of the Third Defendant, on the conditions which will lie for inspection at the office of the Sheriff, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, prior to the sale:

Certain Erf 318, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 791 square metres, and held by the Third Defendant under Deed of Transfer T20596/88.

The improvements on the property consists of a face brick dwelling-house with a tile roof consisting of six bedrooms (carpeted), separate toilet, lounge (carpeted), TV/family room (carpeted), kitchen (tiled floor), three bathrooms (tiled floors), dining-room (tiled floor), laundry (tiled floor) and a single garage with servant's room and toilet. The property is fenced at the back and on the side with stone walls.

Terms: 10% (ten per centum) of the purchase price, in cash, on the date 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 of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Pretoria, this 16th day of November 1994.

Shapiro & De Meyer Inc., Attorneys for Plaintiff, Shapiro Chambers, 20 Bureau Lane, Pretoria. (Ref. Mr Novis/DC/409/92.)

Saak 76303/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust**, Eiser, en **M. Jacobs**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 6 Januarie 1994, sal hierdie ondervermelde eiendom geregteelik verkoop word op 13 Desember 1994 om 10:00, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die persoon wie die hoogste bod maak:

(A) Deel 70, soos aangetoon en vollediger beskryf op Deelplan 108/82, in die skema bekend as Parkburg ten opsigte van die grond en gebou of geboue geleë te Erf 740, Pretoria, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde Deelplan 61 (een-en-sestig) vierkante meter groot is; en

(B) 'n Onverdeelde aandeel van die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken;

Gehou kragtens Akte van Transport ST22699/1988, geleë te Parkburg 145, Minaarstraat, Pretoria.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie:

Woonstel bestaan uit slaapkamer, kombuis, badkamer en sit-/eetkamer.

Die eiendom word met 'n reserwe prys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Sentraal, se kantore.

Geteken te Pretoria op hede die 17de dag van November 1994.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. J. A. van Zyl/HKNOX.)

Saak 4269/93

PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Snyders, Johannes Stephanus**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 14 Desember 1994 om 14:00, by die perseel van die ondergemelde eiendom:

Sekere: Gedeelte 41 van die plaas Golden Valley 621, Registrasieafdeling IQ, Transvaal, groot 21,4133 (twee een komma vier een drie drie) hektaar, geleë te Plot 41, Golden Valleyplaas, Wolwekransstraat, Magaliesberg, Krugersdorp, Wesrand.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:

'n Drieslaapkamerhuis met staalvensters, sinkdak, baksteenmure, omheining en 'n mooi tuin bestaande uit sitkamer, gesinskamer, eetkamer, badkamer en kombuis.

Buitegeboue bestaande uit twee bediendekamers, drie stoorkamers, drie motorhuise en boorgat met Yamaha pomp.

3. 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 Krugersdorp, Klaburnhof, Ockersestraat 22B, Krugersdorp, of die Eiser se prokureurs, Blakes Ing., Vyfde Verdieping, Santambanksentrum, Pleinstraat 14, Johannesburg.

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

D. J. Rens, vir Blakes Ing., Vyfde Verdieping, Santambankgebou, Pleinstraat 14, Johannesburg. (Verw. mnr. Rens/IVDB/RRS052.)

Saak 18353/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Christiaan Anton Grib**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 5 Oktober 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 13 Desember 1994 om 10:00:

Gedeelte 19 ('n gedeelte van Gedeelte 4), Erf 579, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, grootte 1 276 vierkante meter, gehou kragtens Akte van Transport T33160/83, die eiendom is ook bekend as 27ste Laan 821, Rietfontein, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju te NG Sinodalesentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Siersteen en pleister woning onder sinkdak bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet. Buitegeboue bestaande uit motorhuis en bediendekwartiere.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Messcorhuis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die 21ste dag van Oktober 1994.

J. A. Clayton, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. C. Rossouw/F.10948.)

Saak 5923/94**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING**

In die saak tussen **ABSA Bank Ltd** (handeldrywende as United Bank), Eiser (Eksekusieskuldeiser), en **Charmaine Naudine Hope**, Verweerders (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 7 Oktober 1994, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 6 Januarie 1995, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging, om 10:00:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Vereeniging, Registrasieafdeling IQ, Transvaal, synde Gedeelte 1, van Erf 701, dorp Vereeniging, groot 991 (nege honderd een-en-negentig) vierkante meter, die straatadres van die eiendom is Stanleylaan 51, Vereeniging.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 14de dag van November 1994.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell en Marias Gebou, Lesliestraat 21, Vereeniging; Posbus 83, Vereeniging. [Tel. (016) 21-4471.] (Verw. M. M. P. de Wet/SH/WA0062.)

Saak 20529/94**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Johan Anton Kruger**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 14 Desember 1994 om 10:00, van:

'n Eenheid bestaande uit Deel 1, soos getoon en vollediger beskryf op Deelplan SS376/94, in die skema bekend as WAP 332, ten opsigte van die grond en gebou of geboue geleë te Erf 332, in die dorpsgebied Wapadrand-uitbreiding 4, Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde Deelplan 236 (twee honderd ses-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 genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST45792/94 (beter bekend as Eenheid 1, Disselboomstraat 950, Wapadrand-uitbreiding 4, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Woonhuis bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en toilet.

Buitegeboue: Twee motorhuise en toilet.

Besigtig voorwaardes by Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

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

Case 16178/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Boland Bank Limited**, Plaintiff, and **80 Greenland Crescent Sunningdale C. C.**, First Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with reserve of R3 530 (three thousand five hundred and thirty), plus interest to date of transfer, will be held at the offices of the Sheriff of the Supreme Court, Johannesburg, First Floor, 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 the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court at the above address prior to the sale:

Certain Erf 125, Sunningdale Extension, Registration Division IR, Transvaal, situated at 80 Greenlands Road, Sunningdale Extension 7, measuring 1 487 square metres.

The stand is situated in a residential area.

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

1. A detached dwelling house of brick and plaster, consisting of: Lounge, dining-room, kitchen, four bedrooms, family room, two full bathrooms, separate toilets, laundry, entrance hall, built-in cupboards in bedrooms, kitchen and linen-room.
2. Detached outbuildings consisting of: Laundry, storing-room, two garages, two maids' rooms and bathroom.
3. Swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 R100 (one hundred rand).

Dated at Johannesburg on this the 15th day of November 1994.

J. Theiss, for Smith de Wet & Partners, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg, (Tel. 337-6120.)

Saak 55818/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Monopati**, Eksekusieskuldeiser, en **T. W. G. van Rensburg**, Eerste Eksekusieskuldenaar, en **S. I. van Rensburg**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 20 September 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, en aan die ander verkoopvoorwaardes, aan die hoogste bieder, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op Dinsdag, 13 Desember 1994 om 10:00, te die NG Kerk-Sinodalesentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 7, soos getoon en vollediger beskryf op Deelplan SS99/84, in die gebou of geboue wat bekend staan as Monopati, grootte 91 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoor gemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST90033/1992, bekend as Woonstel 213, Visagiestraat 280, Pretoria.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan, maar niks word in hierdie verband gewaarborg nie: 'n Twee en 'n halwe slaapkamerwoonstel met sitkamer/eetkamer, kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die Stadsbeplanningsskema van Pretoria.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

Geteken te Pretoria op die 18de dag van November 1994.

E. van der Westhuizen, Prokureur vir Vonnisskuldeiser, Centenarygebou 219, Burelaan, Pretoria. (Tel. 21-1113/4/5.) (Verw. EVDW/ET 4509.)

Saak 5011/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Stadsraad van Pietersburg**, Eiser, en **Snyders M en C Havenga** 5021677, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Pietersburg, en 'n lasbrief vir eksekusie gedateer 17 Oktober 1994, sal die volgende roerende goed aan die hoogste bieder verkoop word op 9 Desember 1994 om 10:00, by die Landdroskantore, Landdros Marestraat, Pietersburg, 0699, te wete:

Erf 327, Annadale-gedeelte (Restant), Registrasieafdeling LS.

Terme: Streng kontant of bankgewaarborgde tjeks.

Geteken te Pietersburg hierdie 15de dag van November 1994.

G. J. Diamond, vir Diamond Prokureurs, Kamer 103, Forumgebou 2, Vorsterstraat 23B, Posbus 937, Pietersburg, 0700. (Verw. G282/93.)

Saak 35230/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Thomas Fransman**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 17 Junie 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Noordoos, op 13 Desember 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te NG-Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Hans Coverdale-Oos 132, Eersterust-uitbreiding 2, en word omskryf as Erf 299, geleë in die dorpsgebied Eersterust-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 397 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en vloerplaat.

Die koper moet 'n deposito van 10% (tien persent) van die koopprijs, Balju-fooi en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria hierdie 16de dag van November 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe.)

Saak 16817/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Mohamed Riaz Bux**, Eerste Verweerder, en **Aneesa Bux**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 5 September 1994 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprijs deur die Balju in eksekusie verkoop word op Woensdag, 14 Desember 1994 om 10:00:

Oorblywende gedeelte van Erf 293, geleë in die dorpsgebied Erasmia, Registrasieafdeling JR, Transvaal, grootte 1 000 vierkante meter, gehou kragtens Akte van Transport T55205/93, die eiendom is ook bekend as Lenchenstraat 601, Erasmia, Verwoerdburg.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Gedeeltelike siersteen en pleister platdakwoning bestaande uit vier slaapkamers, twee badkamers, aparte toilet, sitkamer, eetkamer en kombuis met buitegeboue: Enkel motorhuis en bedienekamer met toilet.

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

Gedateer te Pretoria gedurende November 1994.

D. Pieterse, J. A. Clayton, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. C. Rossouw/WS/F.11558.)

Saak 61607/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **S. M. Kleynhans**, Eiser, en **J. H. Dewrance**, Verweerder

In terme van 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 4 Februarie 1994, sal die ondervermelde eiendom in eksekusie verkoop word op Dinsdag, 13 Desember 1994 om 10:00, te Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder en onderhewig aan die verkoopvoorwaardes neergelê te word:

Die eiendom wat verkoop sal word, is beskryf as Erf 1543, Eersterust-uitbreiding 2, groot 1 705 vierkante meter en gehou kragtens Akte van Transport T12295/78, geleë te St Josephstraat 393, Eersterust-uitbreiding 2.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprijs in kontant na ondertekening van die voorwaardes van verkoop aan die Balju betaal en die balans is betaalbaar teen transport en moet verseker word deur 'n bank- of bougenootskapaanborg goedgekeur deur Prokureurs vir Eiser. Gemelde aanborg moet binne 14 dae na datum van verkoping aan voormelde Balju gelewer word. Die verkoopvoorwaardes voormeld, wat onmiddellik voor die verkoping gelees sal word, lê ter insae te die kantore van die Balju te Sinodale Sentrum, Visagiestraat 234, Pretoria.

Geteken te Pretoria op hede die 14de dag van November 1994.

D. von Reiche, Prokureurs vir Verweerder, Schoemanstraat 765, Arcadia, Pretoria. (Verw. Von Reiche/K34/89.)

Saak 11094/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Cheyenne Beheerliggaam**, Eksekusieskuldeiser, en **W. J. Coetzee**, Eksekusieskuldenaar

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 3 Maart 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, onderhewig aan die bepalinge van artikel 66 (2) van die Landdroshofwet, 1944, Wet No. 32 van 1944, soos gewysig, en aan die ander verkoopvoorwaardes, aan die hoogste bieder, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op Dinsdag, 13 Desember 1994 om 10:00, te NG Kerk, Sinodale Sentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 18, soos getoon en vollediger beskryf op Deelplan SS162/92, in die gebou of geboue wat bekend staan as Cheyenne, grootte 83 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoor gemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST91551/1992, bekend as Woonstel 306, Leydsstraat 357, Sunnyside, Pretoria.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie: 'n Tweeslaapkamerwoonstel met sitkamer/eetkamer, kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die stadbeplanningsskema van Pretoria.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

Geteken te Pretoria op die 18de dag van November 1994.

E. van der Westhuizen, Prokureur vir Vonniskuldeiser, Centenarygebou 219, Bureaulaan, Pretoria. (Tel. 21-1113/4/5.) (Verw. EVDW/ET4094.)

Saak 77723/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Hamilton Heights Beheerliggaam**, Eiser, en **M. P. Many**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Januarie 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en aan die ander verkoopvoorwaardes, aan die hoogste bieder, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op Dinsdag, 13 Desember 1994 om 10:00, te die NG Sinodale Sentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 18, soos getoon en vollediger beskryf op Deelplan SS53/82, in die gebou of geboue wat bekend staan as Hamilton Heights, grootte 44 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoor gemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST60840/1993, bekend as Woonstel 304, Hamiltonstraat 44, Arcadia, Pretoria.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie: 'n Enkelwoonstel met kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die stadsbeplanningsskema van Pretoria.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

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

E. van der Westhuizen, Prokureur vir Vonniskuldeiser, Centenarygebou 219, Bureaulaan, Pretoria. (Tel. 21-1113/4/5.) (Verw. EVDW/ET 4718.)

Case 7410/94
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 **System Technique CC**, First Defendant, and **Brian Taylor Latham**, 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 the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 15 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: (to be read out by the auctioneer at the time of the sale):

Holding 32, Walkerville Agricultural Holdings, Registration Division IQ, Transvaal, measuring 17 844 (seventeen thousand eight hundred and forty-four) hectares.

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

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

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

Dated at Johannesburg this 1st day of November 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 215/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Israel Morake**, First Defendant, and **Daisy Morake**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, 142 Struben Street, Pretoria, on Wednesday, 14 December 1994 at 10:00, of the undermentioned immovable property of the First and Second Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Eden Park, Plot 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburgstad, prior to the sale:

Portion 9 of Erf 1229, Noordwyk Extension 23 Township, measuring 872 square metres, held by the First and Second Defendants under Deed of Transfer T9207/93, also known as 9/1229 Bottlebrush Street, Noordwyk Extension 23.

Improvements described hereunder are not guaranteed. The dwelling consists of a lounge, kitchen, three bedrooms, bathroom/w.c., store-room and a carport.

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 3rd day of November 1994.

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

Case 4916/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Edzisani Ozious Netshizwa**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, 142 Struben Street, Pretoria, on Wednesday, 14 December 1994 at 10:00, of the under-mentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Eden Park, Plot 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburgstad, prior to the sale:

Erf 618, Noordwyk Extension 15 Township, measuring 1 020 square metres, held by the Defendant under Deed of Transfer T16677/93, also known as 618 Silvertree Street, Noordwyk Extension 15.

Improvements described hereunder are not guaranteed. The dwelling consists of lounge, dining-room, bedrooms, bathroom, kitchen, double garages, servants' room, store room, w.c., and swimming-pool.

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 13707/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Monyemoratho, Nakedi Rodger**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held at the salerooms of the Sheriff, Johannesburg North, on 15 December 1994 at 10:00, in respect of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Johannesburg North, prior to the sale:

The property will be sold to the highest bidder and the sale shall be sold for rands and no bid for less than R10 shall be accepted.

The property is Section 5 City Gardens, Johannesburg Township, Local Authority of Johannesburg, measuring 37 (thirty-seven) square metres, held under Certificate of Registered Section Title ST77/1986 (5) (unit).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: House consisting of combined bedroom and lounge, kitchen, combined bathroom and toilet (bachelor).

Terms: Ten per cent (10%) of the purchase price in cash on the day of sale. The balance payable against registration of transfer to be secured by bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Michael A. Goldberg, Plaintiff's Attorney, Rillo Place, 119 Seventh Avenue, corner of Louis Botha Avenue, Highlands North. (Tel. 885-2680.) (Fax. 885-2683.) (Ref. MG/AH/F122.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Isaac Setlogelo**, Defendant

On 14 December 1994 at 10:00, a public auction will be held at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in certain Site 1798, Likole Extension 1 Township, also known as Site 1798, Likole Extension 1, Katlehong, measuring 188 (one hundred and eighty-eight) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A partly completed house consisting of three bedrooms, bathroom, kitchen, lounge and dining-room. Floors, plumbing and electrical wiring needs to be completed.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution 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 in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 11th day of November 1994.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/3747/NEDC/S.)

Case 3138/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Avfin Industrial Finance (Pty) Ltd**, Plaintiff, and **Hendrik Andries Nel**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and a writ of execution dated 6 July 1994, the property listed herein will be sold in execution on 22 December 1994 at 10:00, at the Sheriff's Offices, 8 Park Street, Kempton Park, to the highest bidder:

Description of the property:

Certain: Erf 378, Edleen Township, Transvaal, Registration Division IR, Transvaal, held under Deed of Transfer T6684/1992, measuring 991 square metres, situated at 61 Modderhill Road, Edleen, Kempton Park.

Improvements:

Lounge, two toilets, kitchen, family/TV-room, two bathrooms, three and a half bedrooms, study, pool, dining-room, garage, bar and driveway.

All under a tiled roof and the property is completely surrounded.

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 at the rate of 29% (twenty-nine per centum) per annum within 30 (thirty) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 8 Park Street, Kempton Park.

Date: 14 November 1994.

Barry Katz & Partners, Eighth Floor, Trust Bank Centre, Voortrekker Street; P.O. Box 367, Kempton Park. [Tel. (011) 970-1000.] (Ref. Mr Miltiados/sb.)

Case 4400/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Lin Joan-Yuh Chiang**, Plaintiff, and **H. W. Kuschke**, Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution dated 30 March 1993, the following property will be sold on Wednesday, 14 December 1994 at 10:00, at 142 Struben Street, Pretoria, to the highest bidder:

Erf 370, Eldoraigne, Verwoerdburg, in extent 2 063 (two nought six three) square metres, also known as 11 Weavind Avenue, Eldoraigne, Verwoerdburg.

Conditions of sale:

1. The purchaser of the property shall pay 10% (ten per centum) of the purchase price on signature of the conditions of sale and the balance, together with interest, against transfer. The said amount is to be secured by an approved bank or building society guarantee which is to be furnished within fourteen (14) days of the date of sale.

2. The property will be sold voetstoots and subject to the terms of the rules of the Magistrate's Court and subject to all servitudes and conditions specified in the respective Deed of Transfer.

3. The full conditions of sale may be inspected at the offices of the Sheriff, Eden Park, Plot 83, corner of Gerhardt Street and West Avenue, Littleton Agricultural Holdings, Pretoria, and will be read out by the auctioneer immediately before the sale of the said property.

The Sellers Partnership, Plaintiff's Attorneys, 12 St George's Road, East London. (Ref. R. A. Sellers/DC/W00160.)

Saak 33135/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Mercantile Bank Beperk**, Vonnisskuldeiser, en **Sesinyana Mirriam Linda**, Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 11 Mei 1992, en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Johannesburg-Wes, op Vrydag, 9 Desember 1994 en om 10:00 en te die kantore van die Balju, Johannesburg-Wes, voor Hofgebou, Foxstraat-ingang, Johannesburg, geregte verkoop, sonder 'n reseweprys:

Sekere: Erf 12416, Meadowlands, Registrasieafdeling IQ, Transvaal, groot 269 (tweehonderd nege-en-sestig) vierkante meter, gehou kragtens Transportakte TL34088/1989.

Die eiendom is geleë te Tshethlostraat 890, Zone 8, Meadowlands, Soweto, en word die regstittel en belang in die eiendom verkoop.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal—

1.1 'n deposito van 10% (tien per centum) van die koopprys;

1.2 afslaergelde ten bedrae van 5% (vyf per centum) op die eerste R20 000 (twintig duisend rand), en 3% (drie per centum) daarna op tot 'n maksimum bedrag van R6 000 (sesduisend rand), tot 'n minimum van R200 (tweehonderd rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal—

2.1 alle agterstallige heffings, belastinge, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprys teen transport betaalbaar of 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 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Johannesburg-Wes, voor en ten tye van die verkoping, voor Hofgebou, Foxstraat-ingang, Johannesburg, of by die perseel van die prokureurs Smith Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95 (hoek van Kruisstraat), Johannesburg.

Geteken te Johannesburg op hierdie die 3de dag van November 1994.

M. de Bruin, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat; Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. M. de Bruin/ls/21897.)

Saak 112904/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Mercantile Bank Beperk**, Vonnisskuldeiser, en **Magundwane Douglas Jonas**, Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 6 Desember 1993 en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Boksburg op Vrydag, 9 Desember 1994 om 11:15, en te die kantore van die Balju, Boksburg, Leeuwpoortstraat 182, Boksburg, geregte verkoop, sonder 'n reseweprys:

Sekere Erf 641, Vosloorus, Registrasieafdeling IR, Transvaal, groot 258 (tweehonderd agt-en-vyftig) vierkante meter, gehou kragtens Transportakte TL38847/1988.

Die eiendom is geleë te Khalostraat 641, Vosloorus, Boksburg, en word die regstittel en belang in die eiendom verkoop.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal:

1.1 'n Deposito van 10% (tien persent) van die koopprys;

1.2 afslaersgelde ten bedrae van 5% (vyf persent) op die eerste R20 000 (twintigduisend rand), en 3% (drie persent) daarna op tot 'n maksimum bedrag van R6 000 (sesduisend rand), tot 'n minimum van R200 (tweehonderd rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die vonnisskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprys teen transport betaalbaar 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 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Boksburg, voor en ten tye van die verkoping, te Leeuwpoortstraat 182, Boksburg, of by die perseel van die prokureurs Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 3de dag van November 1994.

M. de Bruin, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. M. de Bruin/ls/21974.)

Saak 90811/91

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Sandton Finance (Edms.) Beperk**, Vonnisskuldeiser, en **Theunis Adolfus Prinsloo**, Eerste Vonnisskuldenaar, en **Elizabeth Jacoba Prinsloo**, Tweede Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 3 Junie 1992 en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Delmas op Vrydag, 2 Desember 1994 om 09:00, en te die kantore van die Balju, Delmas, Dolomietstraat, geregtelik verkoop, sonder 'n reserweprys:

Sekere Plot 141, Modder-Oos Boorde, Registrasieafdeling IR, Transvaal, groot 4,0471 hektaar, gehou kragtens Transportakte T47556/1983.

Die eiendom is geleë te Plot 141, Modder-Oos Boorde, Delmas, en is baksteengebou onder 'n sinkdak met normale geriewe.

Geen waarborg word op voorafgaande gegee nie.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal:

1.1 'n Deposito van 10% (tien persent) van die koopprys;

1.2 afslaersgelde ten bedrae van 5% (vyf persent) op die eerste R20 000 (twintigduisend rand), en 3% (drie persent) daarna op tot 'n maksimum bedrag van R6 000 (sesduisend rand), tot 'n minimum van R200 (tweehonderd rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprys teen transport betaalbaar 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 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Delmas, voor en ten tye van die verkoping, te Dolomietstraat, Delmas, of by die perseel van die prokureurs Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 3de dag van November 1994.

M. de Bruin, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. M. de Bruin/ls/23072.)

Saak 8981/91

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Sandton Finance (Edms.) Beperk**, Vonnisskuldeiser, en **Shyansunder Lowton**, Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 26 Maart 1991 en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Springs op Vrydag, 9 Desember 1994 om 15:00, en te die kantore van die Balju, Springs, Vierde Straat 66, Springs, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 340, Bakerton-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 275 (eenduisend tweehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte T26312/1987.

Die eiendom is geleë te Blossomweg 8, Bakerton, Springs, en is 'n baksteengebou met teëldak bestaande uit: Sitkamer, eetkamer, kombuis, badkamer, toilet en drie slaapkamers.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal:

1.1 'n Deposito van 10% (tien persent) van die koopprijs;

1.2 afslagsgelde ten bedrae van 5% (vyf persent) op die eerste R20 000 (twintigduisend rand), en 3% (drie persent) daarna op tot 'n maksimum bedrag van R6 000 (sesduisend rand), tot 'n minimum van R200 (tweehonderd rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastinge, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprijs teen transport betaalbaar 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 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Springs, voor en ten tye van die verkoping, te Vierde Straat 66, Springs, of by die perseel van die prokureurs Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 3de dag van November 1994.

M. de Bruin, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. M. de Bruin/ls/23028.)

NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 14 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, 1994.

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: 6822/89.

Judgment Debtors: **Isaac Gamede, Jabulani Elliot Gamede and Bekinkosi Joseph Gamede.**

Property: Right of Leasehold over Erf 17, Makula Township, Registration Division IR, Transvaal, situated at Erf 17, Makula, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising carport.

Reference: MG0012.

Case Number: 7123/94.

Judgment Debtor: **Manini Mirriam Kele.**

Property: Right of Leasehold over Erf 238, Phake Township, Registration Division IR, Transvaal, situated at Erf 238, Phake, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

Reference: MK0103.

Case Number: 6966/94.

Judgment Debtor: **Koagile John Koosentse.**

Property: Erf 5954, Moleleki Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 5954, Moleleki Extension 2, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and one and a half bathroom.

Reference: MK0101.

Case Number: 6378/94.

Judgment Debtor: **Malesela Jan Maake.**

Property: Right of Leasehold over Erf 11454 (formerly Erf 783) Tokoza Extension 2, Township Registration Division IR, Transvaal, situated at Erf 11454 (formerly Erf 783) Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising room other than kitchen and bathroom.

Reference: MM0669.

Case Number: 6807/94.

Judgment Debtor: **Mothobi Solomon Machona.**

Property: Right of Leasehold over Erf 1496, Tshongweni Township, Registration Division IR, Transvaal, situated at Erf 1496, Tshongweni, Katlehong.

Improvements: Semi-detached single storey brick built residence under iron roof comprising two rooms with outbuildings of a similar construction comprising servants' quarters and toilet.

Reference: MM0702.

Case Number: 5903/94.

Judgment Debtors: **Mokamasane Theophilus Maja and Ramathabatha Selina Maja.**

Property: Right of Leasehold over Erf 573, Ramakonopi Township, Registration Division IR, Transvaal, situated at Erf 573, Ramakonopi (West), Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MM0659.

Case Number: 6808/94.

Judgment Debtors: **Nomkhosi Rose Mhlongo and Henry Sipho Mdlalose.**

Property: Erf 1784, Moleleki Extension 3 Township, Registration Division IR, Transvaal, situated at Erf 1784, Moleleki Extension 3, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and one and a half bathroom.

Reference: MM0699.

Case Number: 4072/94.

Judgment Debtors: **Malefane Christopher Mohoboko and Moleboheng Elizabeth Mohoboko.**

Property: Right of Leasehold over Erf 11081 (formerly Erf 410) Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11081 (formerly Erf 410) Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0614.

Case Number: 10491/92.

Judgment Debtors: **Kotsane Jacob Molisakeng and Phleng Josephina Alina Molisakeng.**

Property: Right of Leasehold over Erf 2604 (formerly Erf 377) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2604 (formerly Erf 377) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0060.

Case Number: 6968/94.

Judgment Debtor: **Mzondeki David Moloi.**

Property: Right of Leasehold over Erf 11792 (formerly Erf 1121) Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11792 (formerly Erf 1121) Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.

Reference: MM0701.

Case Number: 7466/94.

Judgment Debtor: **Cookie Samuel Motaung.**

Property: Right of Leasehold over Erf 11186 (formerly Erf 515) Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11186 (formerly Erf 515) Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0719.

Case Number: 5686/94.

Judgment Debtor: **Khukuzane Lydia Motaung.**

Property: Right of Leasehold over Erf 8330, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8330, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MM0655.

Case Number: 4589/94.

Judgment Debtors: **Headman Tamsanqa Mtunyana and Thenjiwe Gladys Mtunyana.**

Property: Right of Leasehold over Erf 607, A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 607, A P Khumalo, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising room other than kitchen and toilet.

Reference: MM0625.

Case Number: 6495/94.

Judgment Debtor: **Donda Andries Ndlamlenze.**

Property: Right of Leasehold over Erf 8571, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8571, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MN0208.

Case Number: 1489/93.

Judgment Debtors: **Ngabangani Albert Ngwenya and Fikile Loretta Ngweyna.**

Property: Right of Leasehold over Erf 898, Siluma View Township, Registration Division IR, Transvaal, situated at Erf 898, Siluma View, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MN0091.

Case Number: 377/94.

Judgment Debtor: **Thoko Valencia Nhlapo.**

Property: Right of Leasehold over Erf 8577, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8577, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction comprising servants' quarters.

Reference: MN0161.

Case Number: 7251/94.

Judgment Debtor: **Elizabeth Nkosi.**

Property: Right of Leasehold over Erf 11299 (formerly Erf 628) Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11299 (formerly Erf 628) Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising room other than kitchen and bathroom.

Reference: MN0213.

Case Number: 4239/94.

Judgment Debtors: **Mayisele Headman Nzombane and Nikho Lina Nzombane.**

Property: Right of Leasehold over Erf 57, Ramakonopi Township, Registration Division IR, Transvaal, situated at Erf 57, Ramakonopi (West), Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MN0199.

Case Number: 804/90.

Judgment Debtor: **Thembi Glenrose Nzuza.**

Property: Right of Leasehold over Erf 2098 (formerly Erf 734) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2098 (formerly Erf 734) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.

Reference: MN0058.

Case Number: 6739/94.Judgment Debtors: **Thabo Lawrence Petersen and Cynthia Petersen.***Property:* Right of Leasehold over Erf 11868 (formerly Erf 1197) Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11868 (formerly Erf 1197) Tokoza Extension 2.*Improvements:* Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.*Reference:* MP0023.**Case Number: 6740/94.**Judgment Debtor: **Jeremiah Simelane.***Property:* Right of Leasehold over Erf 8427, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8427, Tokoza.*Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.*Reference:* MS0111.**Case Number: 6738/94.**Judgment Debtor: **Mohlaba Thomas Sithole.***Property:* Right of Leasehold over Erf 926, Siluma View Township, Registration Division IR, Transvaal, situated at Erf 926, Siluma View, Katlehong.*Improvements:* Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.*Reference:* MS0112.**Case Number: 5609/94.**Judgment Debtors: **Mashamba Timothy Tsila and Letty Tsila.***Property:* Right of Leasehold over Erf 9026, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 9026, Tokoza.*Improvements:* Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.*Reference:* MT0073.**Case Number: 4012/94.**Judgment Debtors: **Zanele Alice Viti, Mzwandile Petros Gcinisa, Sipho Kenneth Viti and Elizabeth Nomathemba Viti.***Property:* Right of Leasehold over Erf 237, Nhlapo Township, Registration Division IR, Transvaal, situated at Erf 237, Nhlapo, Katlehong.*Improvements:* Semi-detached single storey brick built residence under asbestos roof comprising two rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters, room and toilet.*Reference:* MV0024.**Case Number: 9397/92.**Judgment Debtor: **Gloria Fikile Zula.***Property:* Right of Leasehold over Erf 2895 (formerly Erf 103) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2895 (formerly Erf 103) Likole Extension 1, Katlehong.*Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and one and a half bathroom.*Reference:* MZ0007.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston.

For further details contact Miss Kent, Tel. (011) 825-1015.

Saak 80214/93**IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG**In die saak tussen **Mercantile Bank Beperk**, Vonnisskuldeiser, en **Abriam Khalo**, Eerste Vonnisskuldenaar, en **Virginia Khalo**, Tweede Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 2 Desember 1993, en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Krugersdorp, op Woensdag, 7 Desember 1994 om 10:00, en te kantore van die Balju, Krugersdorp, Klaburnhof, Ockersestraat 22B, Krugersdorp, geregtelik verkoop, sonder 'n reserwe prys:

Sekere Erf 6933, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 322 (driehonderd twee-en-twintig) vierkante meter, gehou kragtens Transportakte TL44097/1990.

Die eiendom is geleë te Kagiso-Oos 6933, P O Kagiso en is 'n woonplek bestaande uit: Sitkamer, drie slaapkamers, gang, kombuis, tuin, omheining, dak, mure, vensters en motorhuis.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal:

1.1 'n Deposito van 10% (tien persent) van die koopprys;

1.2 afslaersgelde ten bedrae van 5% (vyf persent) op die eerste R20 000 (twintigduisend rand) en 3% (drie persent) daarna op tot 'n maksimum bedrag van R6 000 (sesduisend rand), tot 'n minimum van R200 (tweehonderd rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprys teen transport betaalbaar 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 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Krugersdorp voor en ten tye van die verkoping, te Klaburnhof, Ockersestraat 22B, Krugersdorp, of by die perseel van die prokureurs Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 3de dag van November 1994.

M. de Bruin, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. M. de Bruin/ls/23454.)

CAPE • KAAP

Case 8769/94

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, Plaintiff, and **Percival St Arthur Marthinus** and **Jostina Johanna Marthinus**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 15 December 1994 at 09:00:

Erf 2548, Portion of Erf 1071, Kleinvlei, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 250 square metres, also known as 50 Gousblom Avenue, Kleinvlei, Eerste River.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling under asbestos roof with two bedrooms, bathroom, toilet, lounge and kitchen.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 2nd day of November 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 871/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Sollie Alexander**, Defendant

The following will be sold in execution on 15 December 1994 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 16776 (portion of Erf 20124), 176 (one hundred and seventy-six) square metres, held by Deed of Transfer T51543/1986, situated at 7 Durban Way, Portlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling:* Semi-detached house with a face brick front under tiled roof consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc, Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 9155/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Henry Louis Hendricks**, First Defendant, and **Mrs Kokaganambal Hendricks**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 19 December 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 933, Eerste River, 285 (two hundred and eighty-five) square metres, held by Deed of Transfer T27525/1988, situated at 6 Plover Street, Kleinvlei, Eerste River, 7100.

Two bedrooms, bathroom/toilet, kitchen and lounge.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc, Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 12924/93

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Michael Mohamed**, Judgment Debtor

The following will be sold in execution in front of the Court-house for District of Goodwood, on 14 December 1994 at 11:00, to the highest bidder:

Erf 113107, measuring 620 square metres, held by 19904/1980 dated 19 June 1980, situated at 51 Ayrshire Street, Montana.

1. The following improvements on the property are reported, but nothing is guaranteed: Lounge, dining-room, TV-room, kitchen, three bedrooms, bathroom and toilet and garage. Double storey.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck Street, Cape Town. (Ref. 103634 Mrs Liebrandt.)

Case 3237/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

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

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 27 May 1994, the property listed hereunder and commonly known as 6 Romulus Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 47690, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 440 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, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th 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.1685.)

Case 24122/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

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

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 24 January 1994, the property listed hereunder and commonly known as 41 Arabian Road, Rocklands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 13524, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 256 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, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th 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.1599.)

Case Q985/19P3**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Clifford Richard Lawrence**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 30 May 1994, the property listed hereunder, and commonly known as 11 Capri Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 44666, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 334 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, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th 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.1673.)

Case 3234/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Edroy Errol Stander**, First Defendant, and **Tania Stander**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 13 May 1994, the property listed hereunder, and commonly known as 44 Genoa Crescent, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 47721, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 324 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, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th 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.1681.)

Case 84/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Arthur Williams**, First Defendant, and **Gwen Elizabeth Williams**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 24 August 1994, the property listed hereunder, and commonly known as 99 Genoa Crescent, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 47635, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 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, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th 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.1623.)

Case 8299/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Denver Isaac Mitchell**, First Defendant, and **Amanda Fiona Mitchell**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 7 September 1994, the property listed hereunder, and commonly known as 50 Genoa Crescent, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 47724, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 302 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th 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.1284.)

Case 7228/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **John Jonkers**, First Defendant, and **Ruth Jonkers**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 6 June 1994, the property listed hereunder, and commonly known as 8 Perdberg Street, Tafelsig, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 27006, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 120 square metres.

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

Maisonette built of brick with asbestos roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th 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.1701.)

Case 14492/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Edward Charles Petersen**, First Defendant, and **Johanna Daphne Petersen**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 31 August 1994, the property listed hereunder, and commonly known as 25 Pisa Crescent, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Erf 44823, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 286 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th 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.1753.)

Case 14481/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Mogamart Rashart Abrahams**, First Defendant, and **Gaironesa Abrahams**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 12 October 1994, the property listed hereunder, and commonly known as 18 Las Vegas Crescent, Colorado, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 14 December 1994 at 10:00, to the highest bidder:

Erf 335, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 359 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, 52 Park Avenue, Rocklands Medical Centre, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 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.1760.)

Case 17926/94

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

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

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 31 August 1994, the property listed hereunder, and commonly known as 7 Highfield Road, Weltevreden Valley, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 14 December 1994 at 10:00, to the highest bidder:

Erf 1380, Weltevreden Valley, in the Local Area of Weltevreden Valley, Division of the Cape, in extent 433 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, 52 Park Avenue, Rocklands Medical Centre, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 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.1752.)

Case 11815/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Lloyd Peter Newton Jacobs**,
First Defendant, and **Elizabeth Coralina Jacobs**, Second Defendant

In the above matter a sale will be held on Friday, 9 December 1994 at 10:00, at the site of 54 Shepherd Way, Westridge, Mitchells Plain being:

Erf 6931, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 143 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 16,25% (sixteen comma two five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, kitchen and bathroom/toilet.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Mitchells Plain South 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 13340/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss E. Swartbooi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 15 December 1994 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 1663, Gaylee, 289 (two hundred and eighty-nine) square metres, held by Deed of Transfer T11387/1992, situated at 9 Simonsberg Crescent, Gaylee, Blackheath, two bedrooms, kitchen, lounge and bathroom/toilet.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.
2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 10662/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus **Zachery Peter Solomons** married in community of property to Julia Daphne Solomons

The property: Erf 14135, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, in extent 183 square metres, situated at 6 Warhawk Street, Rocklands, Mitchells Plain.

Improvements (not guaranteed): Semi-detached dwelling built with bricks under tiled roof consisting of approximately three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 13 December 1994 at 12:00.

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 South, at 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Dated at Claremont the 4th day of November 1994.

Pincus Matz, Marquard & Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 6624/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Carl Edward Lowers**, Plaintiff, and **Willem Johannes Scheepers**, First Defendant, and **Lorna Lorraine Scheepers**, Second Defendant

In execution of a judgment in 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 site at 14 Texas Road, Colorado Park, Mitchells Plain, on Thursday, 22 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 Sheriff's Offices, Mitchells Plain North, at 52 Park Avenue, Rocklands:

Erf 16292, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, in extent 252 (two hundred and fifty-two) square metres.

The following information is furnished concerning the improvements to the property (though in this respect nothing is guaranteed): Single dwelling built of bricks under a tiled roof consisting of a lounge, four bedrooms, main bedroom with en suite, entrance hall, toilet, kitchen, guest room with separate entrance and bathroom. Half finished dwelling built of bricks in backyard.

Terms: Ten per cent (10%) of the purchase price of the property, together with the Sheriff's commission must be paid in cash immediately after the sale. The balance payable against registration of transfer is to be secured by a bank, building society or other acceptable guarantee to be furnished within twenty-one (21) days after the date of sale.

Auctioneer's charges payable on the day of sale, to be calculated as follows: Five per cent (5%) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter three per cent (3%) up to a maximum of R6 000 (six thousand rand). Minimum charge R100 (one hundred rand).

Dated at Cape Town on this the 9th day of November 1994.

C. K. Friedlander, Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref. J. R. Volks/JT/06-0394.)

Case 6624/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Carl Edward Lowers**, Plaintiff, and **Willem Johannes Scheepers**, First Defendant, and **Lorna Lorraine Scheepers**, Second Defendant

In execution of a judgment in 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 site at 1 Kokerboom Road, Lentegeur, Mitchells Plain, on Thursday, 22 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 Sheriff's offices, Mitchells Plain North, at 52 Park Avenue, Rocklands:

Erf 28154, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 600 (six hundred) square metres.

The following information is furnished concerning the improvements to the property (though in this respect nothing is guaranteed): Single dwelling built of bricks under a tiled roof consisting of room used as a shop, bedroom, lounge, kitchen, bathroom with water closet and bath and room with separate entrance.

Terms: Ten per cent (10%) of the purchase price of the property, together with the Sheriff's commission must be paid in cash immediately after the sale. The balance payable against registration of transfer is to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days after the date of sale.

Auctioneer's charges payable on the date of sale, to be calculated as follows: Five per cent (5%) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter three per cent (3%) up to a maximum of R6 000 (six thousand rand). Minimum charge R100 (one hundred rand).

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

C. K. Friedlander, Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref. J. R. Volks/JT/06-0394.)

Case 1781/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter of **GBS Mutual Bank**, Plaintiff, and **Franklin Melville Clarke**, First Defendant, and **Pamela Magdalene Clarke**, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Albany, dated 29 July 1993, and an attachment dated 23 September 1993, the following immovable property of the First and Second Defendants will be sold at 72 Blackbeard Street, Grahamstown, by public auction on Friday, 9 December 1994 at 12:00:

Erf 6996, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 243 (two hundred and forty-three) square metres, held by the Defendants by Deed of Transfer T80514/91 (72 Blackbeard Street, Grahamstown).

Whilst nothing is guaranteed it is understood that the property consists of a single-storey dwelling-house under asbestos roof, consisting of four rooms plus bathroom.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Magistrate's Court and arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Magistrate's Court to be approved by the Plaintiff's Attorney, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Magistrate's Court, which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mrs A. Wolmarans, 44 Beaufort Street, Grahamstown.

Dated at Grahamstown this 9th day of November 1994.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. Mr C. K. M. Stone.)

Saak 5069/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Bankorp Bpk., Eiser, en Neethling Konstruksie (Edms.) Bpk., Verweerder**

In die gemelde saak sal 'n veiling gehou word op Maandag, 12 Desember 1994 vanaf 10:15 tot 11:30, op die volgende persele:

1. Erf 3671, Kleinvlei, geleë in die plaaslike gebied van Melton Rose, afdeling, Stellenbosch, groot 437 (vierhonderd sewen-dertig) vierkante meter (geleë te Hildagostraat 12, Kleinvlei).
2. Erf 3672, Kleinvlei, geleë in die plaaslike gebied van Melton Rose, afdeling Stellenbosch, groot 311 (driehonderd en elf) vierkante meter, geleë te Hildagostraat 10, Kleinvlei).
3. Erf 3673, Kleinvlei, geleë in die plaaslike gebied van Melton Rose, afdeling Stellenbosch, groot 320 (driehonderd-en-twintig) vierkante meter (geleë te Hildagostraat 8, Kleinvlei).
4. Erf 3678, Kleinvlei, geleë in die plaaslike gebied van Melton Rose, afdeling, Stellenbosch, groot 315 (driehonderd en vyftien) vierkante meter (geleë te Tafelbergstraat 29, Kleinvlei).
5. Erf 3680, Kleinvlei, geleë in die plaaslike gebied van Melton Rose, afdeling, Stellenbosch, groot 358 (driehonderd agt-en-vyftig) vierkante meter (geleë te Tafelbergstraat 25, Kleinvlei), gehou deur die Verweerder kragtens Transportakte T21749/1988.

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. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 23% (drie-en-twintig 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 15,5% (vyftien komma vyf persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendomme aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

- 3.1. Erf 3671—onbehoude erf
- 3.2. Erf 3672—onbehoude erf
- 3.3. Erf 3673—onbehoude erf
- 3.4. Erf 3678—verbeter met 'n woonhuis bestaande uit drie slaapkamers, sitkamer, toilet, badkamer, kombuis en motorhuis;
- 3.5. Erf 3680—onbehoude erf.

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, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 25ste dag van Oktober 1994.

A. J. van Zyl, vir Marais Muller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, BSE Sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Saak 105/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPETOWN GEHOU TE HOPETOWN

In die saak tussen **Strydenburg Munisipaliteit, Eiser, en J. Matjan, Verweerder**

Ingevolge 'n vonnis van die Landdroshof, Hopetown, gedateer 6 Mei 1993, en 'n eksekusie beslaglegging sal die ondergemelde eiendom op Vrydag, 20 Januarie 1994 om 10:00, te Kliniekstraat 6, Strydenburg, aan die hoogste bieder vir kontant verkoop word:

Erf 340, Strydenburg, geleë in die munisipaliteit en afdeling Hopetown, groot 496 (vier nege ses) vierkante meter, gehou kragtens Transportakte T30105/90.

Verkoopvoorwaardes: Die koopsom is betaalbaar by wyse van 'n kontant deposito van 10% (tien persent) daarvan en die balans teen registrasie van transport.

Die volle verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag by die Balju se huis te Kerkstraat 23, Hopetown, geïnspekteer word.

Gedateer te De Aar op hierdie 1ste dag van November 1994.

Joseph & Van Rensburg, Posbus 139, De Aar, 7000.

Case 10161/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Graeme David Morkel**, First Defendant, and **Erica Morkel**, Second Defendant

In the above matter a sale will be held on Monday, 12 December 1994 at 11:00, at the site of No. 19 Fransen Street, Bothasig, being Erf 2785, Milnerton, in the Municipality of Milnerton, Cape Division, measuring 595 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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 with prefab walls, comprising three bedrooms, lounge, dining-room, kitchen, bathroom, separate toilet, garage and swimming-pool.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood 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 19823/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Esau Duimpies**, Judgment Creditor, and **Hermanus Duimpies**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town, and writ of execution dated 16 September 1994, the following property will be sold in execution, at the Court-house, Magistrate's Court, First Avenue, Eastridge, Mitchells Plain, on Monday, 12 December 1994 at 10:00, to the highest bidder:

Certain: Erf 2066, Mandalay, in extent 412 (four hundred and twelve) square metres, held by Deed of Transfer T36082/1990, also known as 37 Park Avenue, Mont Claire, Mitchells Plain, 7785.

The following improvements on the property are reported but nothing is guaranteed: A tiled roof, brick wall dwelling, consisting of three bedrooms, bathroom, toilet and openplan kitchen/lounge.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.
2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate determined from time to time and calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.
3. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville this 31st day of October 1994.

D. J. Smit & Company, Attorneys for Judgment Creditor, First Floor, Belray Arcade, 39 Durban Road, Bellville. (Tel. 948-4801/2.) (Ref. E. J. Niehaus/th.s.)

Saak 323/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPEFIELD GEHOU TE HOPEFIELD

ABSA Bank Bpk., handeldrywende as United Bank, *versus* **Jacques Frederick van Zyl**

Die volgende eiendom sal per openbare veiling in eksekusie verkoop word te die eiendom, Wightmanstraat, Langebaan, om 12:00 op Vrydag, 9 Desember 1994:

Erf 1514, Langebaan, geleë in die munisipaliteit Langebaan, administratiewe distrik Malmesbury, Groot 805 vierkante meter, gehou kragtens Transportakte T11458/92. Die eiendom is onbeboud.

Vernaamste voorwaardes van verkoping: Tien persent (10%) van die koopsom moet betaal word aan die Balju onmiddellik nadat die eiendom toegeslaan is en die balans plus rente teen registrasie van transport. 'n Waarborg deur 'n goedgekeurde bank vir betaling van die koopsom en rente moet binne sewe dae nadat dit versoek is gelewer word.

Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die ondergetekende en van die Balju vir die Landdroshof, Hopefield, en sal onmiddellik voor die veiling uitgelees word.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoofweg en Kerkstraat, Vredenburg. [Tel. (02281) 3-2221.] (Verw. L. C. Hofmeyr.)

Case 816/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Abraham Pieter Tromp**, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain on 9 December 1994 at 09:00 to the highest bidder:

Erf 40805, measuring 242 square metres, held by 62691 dated 28 October 1988, situated at 9 Christine Street, Morgenster, Mitchells Plain.

1. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, toilet, bathroom, kitchen and lounge.

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% (one five 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 Riebeek, Cape Town. (Ref./109648 Mrs Liebrandt.)

Case 9015/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Investec Bank Limited**, Plaintiff, and **Andy's Baby Properties CC**, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Cape dated 1 July 1993, and writ of execution dated 29 September 1994, the following will be sold in execution on 13 December 1994 at 09:30, at the site, being:

Erf 1744, Green Point, in the Municipality of Cape Town, Cape Division, in extent 279 square metres, also known as 17 Braeside Road, Green Point.

The following improvements are reported to the property but not guaranteed:

A double storey semi-detached dwelling of brick plastered walls, under a corrugated iron roof, consisting of lounge, dining-room, basement, three bedrooms, kitchen, two bathrooms and a courtyard.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. *Payment:*

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange;

2.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 16,75% (one six comma seven five per cent) for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 19th day of October 1994.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case 28324/94

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

In the matter between **ABSA Bank Limited** (trading as United Bank), *versus* **Abdul Hamied Sherfodien Tambay**

The following property will be sold in execution by public auction held at 190 Lawrence Road, Athlone, to the highest bidder on 12 December 1994 at 12:00:

Erf 115130, portion of Erf 38441, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent 359 (three hundred and fifty-nine) square metres, held by Deed of Transfer T2068/86, situated at 190 Lawrence Road, Athlone.

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/shower/toilet, shower/toilet and single garage.
3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of October 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 171/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Rita Moos**, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain on 15 December 1994 at 10:00, to the highest bidder:

Erf 7248, measuring 188 square metres, held by 11946, dated 1 March 1989, situated at 5 Lariat Close, Westridge, Mitchells Plain, immovable property.

1. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom and toilet, lounge and kitchen.
2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. The full conditions of sale which will be read out by the Messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck Street, Cape Town. (Ref. 103788/Mrs Liebrandt.)

Case 805/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

In the matter between **Fidelity Bank Limited** (incorporating Eastern Province Building Society), Plaintiff, and **Stanley Bulani**, First Defendant, and **Thembeke Juliet Bulani**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 11 June 1993, and an attachment in execution dated 18 October 1994, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 9 December 1994 at 15:00:

Erf 1672, Motherwell NU6, in the Municipality and Division of Uitenhage, in extent 275 (two hundred and seventy-five) square metres, situated at Mendu Street, Motherwell NU6.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Deputy Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff, at 94 Main Street, Port Elizabeth, Tel. 55-1300.

Terms: 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 18th October 1994.

J. C. Kotze, for Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Tel. 52-1416.) (Ref. J. C. Kotze/DRR.)

Case 251/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

Nedcor Bank Limited versus C. Naidoo

The property: 8531 Grassy Park, at Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 584 square metres, situated at 5 Steed Close, Grassy Park.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, three bedrooms, lounge, kitchen, bathroom, toilet and servants' quarters.

Date of sale: 14 December 1994 at 12:00.

Place of sale: 5 Steed Close, Grassy Park.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg, and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 17789/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moses Clifton Ellie**, First Defendant, and **Glynis Beryl Ellie**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 19 July 1994, the property listed hereunder will be sold in execution on Friday, 9 December 1994 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 4770, Gelvandale, Municipality and Division of Port Elizabeth, measuring 189 (one hundred and eighty-nine) square metres, situated at 6 Zahir Street, Gelvandale Extension 12, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case 27754/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **William Andrew Billy Mack**, First Defendant, and **Denise Mack**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 5 October 1993, the property listed hereunder will be sold in execution on Friday, 9 December 1994 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 9398, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 300 (three hundred) square metres, situated at 64 Harlequin Street, Bethelsdorp, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case 1275/94

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Michael John Phillips**, Defendant

In terms of a judgment given in the Magistrate's Court at Hermanus, on 21 September 1994 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 394, De Kelders, in the area of the Local Council of De Kelders, Division of Caledon, measuring 595 square metres, held by Deed of Transfer T77548/91, also known as 394 Stirling Street, De Kelders, will be sold in execution on 15 December 1994 at 09:30, at 394 Stirling Street, De Kelders, 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, Hermanus, and the undersigned.

The material conditions 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: Vacant erf.

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 19591/94

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Elrico Koen**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 30 September 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 19 December 1994 at 11:00:

Erf 16739, Bellville, in the Municipality of Bellville, Cape Division, in extent 651 (six hundred and fifty-one) square metres.

Street address: 15 Saasveld Street, Vredenberg, Bellville.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, dining-room, kitchen, one and a half bathroom, two w.c.'s and single garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 3rd day of November 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 7548/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Aldred Urvin Joubert**, First Defendant, and **Denise Joubert**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Clerk of the Court's Office, Van Riebeeck Road, Kuils River, on Monday, 12 December 1994 at 09:00, namely:

Erf 1560, Scottsdene, in the Local Area of Scottsdene, Division of Stellenbosch, in extent 383 (three hundred and eighty-three) square metres, held by Deed of Transfer T13011/1988, commonly known as 31 Gow Street, Parkhurst, Kraaifontein, which property is said, without warranty as to the correctness thereof, to comprise of three bedrooms, bathroom, kitchen and lounge.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: Three bedrooms, bathroom, kitchen and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 1st day of November 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 21754.)

Case 10047/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thokazi Cecilia Coko**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 1 August 1994, the following property will be sold on 9 December 1994 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 29554, East London (Gompo Town), Administrative District of East London, in extent 250 (two hundred and fifty) square metres, held under TL571/88, known as 19 Bottoman Street, Gompo, East London.

The said aforesaid will take place at the Magistrate's Court, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

A conventional dwelling under tiled roof comprising three bedrooms, lounge, kitchen and bathroom.

Dated at East London on this 21st day of October 1994.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tj.)

Saak 8443/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

In die saak tussen **Transnet Beperk**, Eiser, en **Arrie Plaatjies**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros, Kimberley en 'n lasbrief vir eksekusie gedateer 21 Oktober 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 15 Desember 1994 om 10:00:

Sekere Erf 21655, Kimberley, geleë in die Stad van Kimberley, groot 293 vierkante meter, gehou kragtens Akte van Transport T1839/1993 (ook bekend as Thaikofskystraat 18, Roodepan, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, sitkamer, kombuis en badkamer maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentgebou, Jonesstraat, Kimberley.

Case 6292/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Nigrini: Stephanus**, First Execution Debtor, and **Nigrini: Michielle**, Second Execution Debtor

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 by the Sheriff at the concerned property at 28 Karl Kielblock Street, strand, on 14 December 1994 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain Erf 10252, Strand, situated in the Municipality of Strand, Division of Stellenbosch, measuring 768 (seven hundred and sixty-eight) square metres, held under Deed of Transfer T51918/92, situated at 28 Karl Kielblock Street, Strand.

Improvements: House with improvements but nothing is warranted or guaranteed:

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 11th day of November 1994.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.)

Case 3394/93

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

In the matter between **Standard Credit Corporation**, Plaintiff, and **Ieghshaan Charles Hendricks**, First Defendant, and **Sharief Hendricks**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Strand and writ of execution dated 3 September 1993, the property listed hereunder, and commonly known as 3 Valda Street, Strand, will be sold in execution at the premises on Wednesday, 14 December 1994 at 11:30, to the highest bidder:

Erf 14541, Strand, in the Municipality of Strand, Cape Division, in extent 360 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Strand, 4 Kleinbos Avenue, Strand. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of November 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/sw/ST.130.)

Saak 6685/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eskom Finance Company (Edms.) Bpk.**, Eiser, en **Jacob Druier**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros, Kimberley en 'n lasbrief vir eksekusie gedateer 27 Oktober 1994, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 8 Desember 1994 om 10:00:

Sekere Erf 8973, Kimberley, geleë in Wes Einde Nuwe Dorpsgebied, in die munisipaliteit van die Stad van Kimberley, afdeling Kimberley, groot 307 vierkante meter, gehou kragtens Akte van Transport T1844/1991 (ook bekend as Dallasstraat 5, Wes Einde, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer en enkel motorhuis maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentgebou, Jonesstraat, Kimberley.

Case 8597/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sinzindzo Charles Mdledle**, First Defendant, and **Mrs Pumeza Mdledle**, Second Defendant

In pursuance of a judgment of the above Honourable court and a warrant of execution dated 16 August 1994, the following property will be sold on 9 December 1994 at 10:30, to the highest bidder subject to the provisions of the conditions of sale:

Remainder Erf 1092, East London, Municipality and Division of East London, in extent (1 603) one thousand six hundred and three square metres, held under T1026/93, known as 3 Doreen Road, Haven Hills, East London.

The sale aforesaid will take place at the property itself being, 3 Doreen Road, Haven Hills, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the Title Deed/Deed of Transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under tiled roof, comprising three bedrooms, lounge, family room, study, dining-room, two bathrooms, kitchen, double garage, carport and swimming-pool.

Dated at East London on this 1st day of November 1994.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tj.)

Case 8991/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Attie Yberg**, First Defendant, and **Angeline Yberg**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 3 October 1994, the undermentioned property will be sold in execution at the premises on Tuesday, 13 December 1994 at 11:45:

Erf 2411, Eerste River, in the Local Area of Blue Downs, Division Stellenbosch, measuring 390 (three hundred and ninety) square metres and held by Deed of Transfer T53074/90, comprising of lounge, two bedrooms, bathroom, toilet and kitchen, and known as 10 Arniston Crescent, High Places, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 26th day of October 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 18649/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **J. Horn**, Defendant

The following will be sold in execution on 15 December 1994 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 43328 (portion Erf 28293), Mitchells Plain, 239 (two hundred and thirty-nine) square metres, held by Deed of Transfer T68675/1990, situated at 10 Garden Crescent, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Three-bedroomed house, lounge, kitchen, toilet and bathroom.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25 (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 1757/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Fahiem Adams**, Defendant

The following will be sold in execution on Monday, 19 December 1994 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 26002 (portion of Erf 21743), 142 (one hundred and forty-two) square metres, held by Deed of Transfer T26749/1991, situated at 13 Kalkoentjie, Lenteguur, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Semi-detached dwelling with brick walls and under an asbestos roof consisting of kitchen, lounge, three bedrooms, bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 72/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bonisile Rogers Ngqawana**, Defendant

In pursuance of a judgment dated 29 March 1994 and an attachment on 13 May 1994, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 9 December 1994 at 14:15:

Erf 1752, Motherwell, NU6, Administrative District of Uitenhage, in extent 325 (three hundred and twenty-five) square metres, situated at 35 Mendu Street, Motherwell, NU6.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 5% (five per cent) on first R20 000 and 3% (three per cent) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 3rd day of May 1994.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 8328/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** trading as Allied Bank, *versus* **Graham Serfontein**, and **Zusanne Serfontein**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 19 December 1994 at 09:00, to the highest bidder:

Erf 2552, Eerste River, in extent 257 square metres, held by T18750/1994, situated at 2 Mississippi Close, Russels Rest, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, two bedrooms, bathroom/toilet.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bankguarantee 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. 4A114859/gl.)

Case 16814/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff *versus* **Sindile Jackson Tsana**, First Defendant and **Sandiswa Valentia Tsana**, Second Defendant

In pursuance of a judgment dated 16 June 1993 and an attachment on 13 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, 9 December 1994 at 14:15:

Erf 371, Motherwell NU4, in the Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at 52 Bikana Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge, bathroom 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 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 this 7th day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 4110/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff, *versus* **Pindile Boji**, First Defendant and **Norah Boji**, Second Defendant

In pursuance of a judgment dated 11 March 1994 and an attachment on 20 April 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, 9 December 1994 at 14:15:

Erf 39008, Zwide, in the Administrative District of Port Elizabeth, in extent 290 (two hundred and ninety) square metres, situated at 29 Fibi Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestof 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 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 this 8th day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 19528/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited *versus* **Zwelendaba Ezra Mpfu**

In pursuance of a judgment dated 21 September 1989 and an attachment on 25 February 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, 9 December 1994 at 14:15:

Erf 38963, Zwide, Administrative District of Port Elizabeth, in extent 267 (two hundred and sixty-seven) square metres, situated at 33 Nhose Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestof roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff 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 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 this 8th day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 3270/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited *versus* **Mkuseli Christopher Mpfu**

In pursuance of a judgment dated 2 March 1992 and an attachment on 15 September 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 December 1994 at 14:15:

Erf 7089, Ibhayi, at kwaZakhele, in the Administrative District of Port Elizabeth, in extent 231 (two hundred and thirty-one) square metres, situated at 7089 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under as asbestof roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff 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 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 this 8th day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 5948/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Khohisile Richard Maseti

In pursuance of a judgment dated 25 March 1994 and an attachment on 13 May 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, 9 December 1994 at 14:15:

Erf 7696, Ibhayi, at kwaZakehele, Administrative District of Port Elizabeth, in extent 251 (two hundred and fifty-one) square metres, situated at 7696 Site & Service, kwaZakehele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danelllyn Building, 12 Theale Street, North End, 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 this 8th day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 8228/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Stanley Williams** and **Sarah Roseline Williams**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 13 December 1994 at 09:00:

A unit comprising section 11 and its undivided share in the common property in the Highbury Court sectional title scheme, in extent 52 (fifty-two) square metres, held by Deed of Transfer ST217/1990 (11)(Unit), situated at 11 Highbury Court, Nooiensfontein Road, Kuils River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, kitchen, lounge/dining-room, 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 4th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 5008/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Pieter September** and **Johanna Louisa September**

The following property will be sold in execution by public auction held at 47 10th Avenue, Strand, to the highest bidder on 13 December 1994 at 10:00:

Erf 12231, Strand, in the Municipality of the Strand, Division of Stellenbosch, in extent 357 (three hundred and fifty-seven) square metres, held by Deed of Transfer T6899/89, situated at 47 10th Avenue, Strand.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. **Payment:** 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per 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 4th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

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

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Adam Johannes Martin** and **Sylvia Wilma Martin**

The following property will be sold in execution by public auction held at 72 Tokai Street, Strand, to the highest bidder on 14 December 1994 at 12:00:

Erf 13753, The Strand, in the Municipality of The Strand, Division of Stellenbosch, in extent 380 (three hundred and eighty) square metres, held by Deed of Transfer T6995/88, situated at 72 Tokai Street, Strand.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom and 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 9th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 1635/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk**, Eiser, en **Headman Zamubuntu Damoyi**, Eerste Verweerder, en **Ntombintombi Sylvia Damoyi**, Tweede Verweerder

Ter uitvoering van 'n verstekvonnis wat op 14 April 1994 in die bogemelde Hof teen die bogemelde Verweerder toegestaan is, sal die hiernavermelde vaste eiendom op Dinsdag, 13 Desember 1994 om 11:00, te die perseel, Erf 2843, Eersterivier, synde Woodstraat 4, Eersterivier, opgeveel word onderhewig aan die hiernavermelde voorwaardes en die verdere voorwaardes wat by die veiling uitgelees sal word:

Eiendom: Erf 2843, Eersterivier, in die plaaslike gebied Melton Rose, afdeling Kaap, groot 345 vierkante meter, gehou kragtens Transportakte T1967/1992.

Beskrywing van die eiendom: 'n Baksteengebou met 'n teëldak, sitkamer, twee slaapkamers, badkamer en kombuis.

Die volledige inligting omtrent die eiendom word verstrek, maar niks word gewaarborg nie:

Voorwaardes van betaling: Tien persent (10%) van die koopprys is betaalbaar in kontant onmiddellik na die verkoping en betaling van die balans, tesame met rente daarop teen 19% (negentien persent) per jaar bereken vanaf 'n datum een maand na die verkoping moet gewaarborg word deur 'n waarborg deur die Eiser se prokureurs goedgekeur en wat aan die Balju binne een (1) maand na datum van verkoping oorhandig moet word.

Voorwaardes van verkoping: Die eiendom is voetstoots verkoop en die koper is verantwoordelik vir al die agterstallige koers, belasting, heffings en rioleringskoste opgehef in verband met die eiendom. Die verkoopvoorwaardes lê ter insae by die perseel van die Balju, Kuilsrivier.

Gedateer te Kaapstad hierdie dag van 1994.

Jan S. de Villiers & Seun, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. CHK Friedlaender/T142.)

Saak 1041/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank**, handeldrywend as United Bank, Eiser, en **Athol Anwar Goliath**, Eerste Verweerder, en **Fatima Goliath**, Tweede Verweerder

Nademaal vonnis toegestaan is in bogemelde Agbare Hof gedateer 20 September 1994 en 'n lasbrief vir eksekusie teen onroerende goed gedateer 21 September 1994, gaan die ondergemelde vaste eiendomme in eksekusie per publieke veiling verkoop word aan die hoogste bieder voor die Landdroskantore, op Donderdag, 8 Desember 1994 om 10:00, deur die Balju van Kimberley, naamlik:

Sekere Erf 16678, Kimberley, geleë in die stad en distrik Kimberley, groot 313 (drie een drie) vierkante meter, beter bekend as 12de Straat, Homevale, Kimberley.

Bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, ingangsportaal, een en 'n half badkamer.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk, met 'n goedgekeurde bank- of bouverenigingwaarborg aan die Balju.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Balju.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Case 4929/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Havenga & Smith-Symms**, Judgment Creditor, and **Simon Christoffel Kleynhans**, Judgment Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Somerset West, dated 26 April 1994 and a warrant of execution, the following property will be sold in execution on Tuesday, 13 December 1994 at 10:00, outside the Magistrate's Court, Somerset West, namely:

Erf 8586, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, measuring 306 (three hundred and six) square metres, and also known as 86 Oak Street, Somerset West, and held by Deed of Transfer T3741/1994.

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:

1. One tenth (1/10) of the purchase price in cash or by means of a bank-marked cheque to the Sheriff of the Magistrate's Court, for the account of the Judgment Creditor, such payment to be made on the day of the sale.

2. 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 Judgment Creditor with a bank or building society guarantee to the Judgment 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 the conditions of sale.

The improvements to the above property are as follows:

A residential brick dwelling-house under an asbestos roof consisting of two bedrooms, kitchen, lounge/dining-room (open-plan), bathroom and toilet.

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 Magistrate's Court, Somerset West.

Dated at Somerset West this 4th day of November 1994.

Havenga & Smith-Symms, Attorneys for Judgment Creditor, 11 Caledon Street, Somerset West. (Ref. C. V. Smith-Symms: CVDV: DD156.)

Case 2948/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Ebrahim Scholtz**, Plaintiff, and **Leatitia Carol Johnson**, Defendant

In the above matter a sale will be held on Monday, 12 December 1994 at 12:45, at the site of 12 Columbus Street, Kleinvelei, Eerste River, being:

Erf 2815, Kleinvelei, in the Local Area of Eerste River, Division of Stellenbosch, measuring 572 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,5% (fifteen comma 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 dwelling, comprising three bedrooms, TV room, bathroom and en suite, toilet, dining-room and swimming-pool.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

R. H. Stuurman & Co., Attorneys for Plaintiff, Solnisa Centre, Kasselsvlei Road, Bellville South. (Tel. 951-2473/2410.) (Ref. J. Stuurman/wc.)

Saak 517/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WARRENTON GEHOU TE WARRENTON

In die saak tussen **Saambou Bank Beperk**, Eiser, en **K. C. Sefotlho**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Warrenton, gedateer 26 September 1994, in bogemelde saak, sal 'n verkoping per openbare veiling gehou word deur die Balju van die Landdroshof by die Landdroskantore te Warrenton, op 9 Desember 1994 om 10:00, van die ondergemelde eiendom van die Verweerder op die voorwaardes wat ter insae lê by die kantore van die Balju en wat deur die Balju gelees sal word voor die verkoping:

Sekere Erf 856, geleë in Ikhukseng, distrik Warrenton, afdeling Kimberley, groot 331 m², geregistreer in die naam van Verweerder kragtens Huurpag TL119/91.

Die verbeterings bestaan uit: Aparte enkelverdieping woonhuis, maar niks word gewaarborg in hierdie verband nie.

Terme: 10% (tien persent) van die koopprys in kontant, en die afslaer se gelde in kontant op die dag van verkoping en die balans teen transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van verkoping verskaf word.

Gedateer te Warrenton op hede die 7de dag van November 1994.

Jaap D. le Grange, Prokureur vir die Eiser, Uysstraat 54, Warrenton. [Tel. (05333) 3168/9.]

Case 3816/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Standard Bank of South Africa Limited**, (Reg. No. 87/01384/06), Plaintiff, and **Ric Properties CC**, (CK90/36627/23), Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of East London and writ of execution, dated 6 October 1994, by the above Honourable Court, the following property will be sold in Execution on Friday, 9 December 1994 at 11:30, by the Sheriff of the Court, at:

28 Deer Lodge Drive, Dorchester Heights, East London, Erf 20961, East London, Municipality and Division of East London, in extent 909 square metres, held by Deed of Transfer T774/1992, commonly known as 28 Deer Lodge Drive, Dorchester Heights, East London.

The property consists of usual buildings/outbuildings: Lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, garage, precast and brick fencing, concrete paving, tiled roof.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and rules made thereunder and of the title deeds in so far as these are applicable.
2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.
3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale and/or may be inspected in his office at 4 Oxford Street, East London.
4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 1st day of November 1994.

Drake Flemmer & Orsmond, Fifth Floor, NBS Building, 15 Terminus Street, East London. (Ref. M. B. Orsmond/RW/S195.)

Saak 6677/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Louise Hester Sillands**, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 14 Desember 1994 om 10:00, by die eiendom te Huis 26, Boland Park, Louis Fourieweg, Mosselbaai, te koop aangebied word:

Erf 12823, Mosselbaai, in die Munisipaliteit en afdeling Mosselbaai, groot 599 (vyfhonderd nege-en-negentig) vierkante meter, gehou kragtens Akte van Transport T70166/93.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Drie slaapkamer huis, sitkamer, kombuis, twee badkamers, elk met toilet, wasbak en stort, sinkdak, mure van aluminium met skuimrubber in die middel, geen motorhuis en ongeveer 4 km vanaf Mosselbaai geleë.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Mosselbaai, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju. (Tel. 0444-3143.)

Gedateer te Kaapstad op hierdie 15de dag van November 1994.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) [Verw. J. Swart/bg (DdeB).]

Case 10317/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Schneeberger N.O. O: Jannice Myra**, First Defendant, and **Judin N.O: John Michael**, Second Defendant, and **Schneeberger N.O: Graham**, Third Defendant

In pursuance of a judgment of the above-mentioned Honourable Court in the above matter dated 6 October 1993, I shall sell in execution by public auction on Tuesday, 13 December 1994 at 11:30, subject to the conditions of sale to be read at the sale, the following immovable property:

1. *Certain:* (a) Section 3 as shown and more fully described on Sectional Plan 197/1981 in the building or buildings known as Clifton Flats;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, measuring 24 (twenty-four) square metres, comprising garage, held under Certificate of Registered Sectional Title 197/1981, situated at 14 Clifton Flats, Victoria Road, Clifton.

2. *Certain:* (a) Section 13 as shown and more fully described on Sectional Plan 197/1981 in the building or buildings known as Clifton Flats;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, measuring 9 (nine) square metres, comprising store-room, held under Certificate of Registered Sectional Title 197/1981, situated at 14 Clifton Flats, Victoria Road, Clifton.

3. *Certain:* (a) Section 14 as shown and more fully described on Sectional Plan 197/1981 in the building or buildings known as Clifton Flats;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, measuring 99 (ninety-nine) square metres, comprising lounge with open plan kitchen, three bedrooms, two bathrooms, balcony, held under Certificate of Registered Sectional Title 197/1981, situated at 14 Clifton Flats, Victoria Road, Clifton.

The conditions of sale will lie for inspection at my office at Cape Town.

Date: 15 November 1994.

S. V. Shapiro, for Bisset Boehmke & McBlain, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, Adderley Street, Cape Town, 8001. (Ref. SVS/M65758.)

Saak 600/87

IN DIE LANDDROSHOF VIR DIE DISTRIK GRABOUW GEHOU TE GRABOUW

In die saak tussen **Fred van Wyk**, Vonnisskuldeiser, en **J. R. Michaels**, Vonnisskuldenaar

Die volgende eiendom sal in eksekusie verkoop word voor die Hofgebou vir die distrik Grabouw, op Donderdag, 15 Desember 1994 om 11:00, aan die hoogste bieder:

Erf 869, Grabouw, groot 866 vierkante meter, gehou kragtens T32956/1986, synde 'n woonhuis geleë te Kromstraat 12, Grabouw.

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe en die hofreëls, asook die transportakte in sover dit van toepassing is.

2. *Betaling:* Tien per centum (10%) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 15,5% (vyftien komma vyf persent) per annum bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en geleë ter insae in die kantoor van die Balju te CPA van Wyk Gebou, Meulstraat 26, Caledon.

Fred van Wyk, Prokureur vir Eiser, Ivanhoe Park, Klein Drakensteinweg 121, Paarl, 7646. (Verw. F. van Wyk/da.)

Saak 861/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **Verfwinkel**, Eiser, en **mnr. E. H. Bredenkamp (Jnr.)**, Verweerder

Kragtens 'n verstekvonniss van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie tot geregtelike verkoping gedateer 11 Julie 1994, sal die ondervermelde vaste eiendom geregtelik verkoop word voetstoots en per openbare veiling aan die hoogste bieder by die Landdroskantoor, Kimberley, op 15 Desember 1994 om 10:00, naamlik:

Sekere Erf 14964, geleë in die stad Kimberley, distrik Kimberley, groot 1 350 (een drie vyf nul) vierkante meter, gehou kragtens Transportakte T3221/92.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Die eiendom is geleë te La Rochellestraat 26, Royldene, Kimberley. Die verbeterings bestaan uit 'n woonhuis met ses slaapkamers, kombuis, sitkamer, gesinskamer, twee motorhuise, swembad, twee en 'n half badkamers, eetkamer, studeerkamer en twee motorafdakke.

Belangrike voorwaardes:

1. *Betaling:* 10% (tien persent) van die koopprys plus afslaskommissie in kontant teen ondertekening van die verkoopvoorwaardes tesame met koste van advertensie. Die balans plus rente teen registrasie van transport en waarvoor 'n goedgekeurde bank- of bouverenigingwaarborg binne 21 dae na datum van veiling aan Eiser se prokureurs voorsien moet word.

2. Die koper betaal agterstallige belastinge.

Volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Kimberley.

Geteken te Postmasburg op hierdie 7de dag van November 1994.

J. H. Fourie, vir Fourie & Strauss, Prokureurs vir Eiser, Posbus 400, Randjiesstraat 18, Postmasburg, 8420.

Case 5408/94

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 **J. J. D. Taljaardt**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 14 September 1994 and in pursuance of an attachment in execution dated 26 September 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, 8 December 1994 at 11:00, of the following immovable property situated at 328 Mimosadale, Rooihooft, Uitenhage.

Zoned: Residential, being Portion 31 (a portion of Portion 4) of the Farm Mimosadale 328, situated in the Division of Uitenhage, in extent 5,8305 hectare, held by Jacob Johannes Dirk Taljaardt, under Deed of Transfer T55115/90, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Small holding on which is a single storey detached brick dwelling under asbestos with lounge, two bedrooms, kitchen, bathroom and servant's 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 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 3rd day of November 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 1468/94

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

ABSA Bank Limited (trading as United Bank Limited) *versus* **Brian Edwin Julies** and **Ellena Joyce Amanda Julies**

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, 23 Dryandra Street, Vredenburg, 7380, on Friday, 9 December 1994 at 11:30:

Erf 7633, Vredenburg, in the Municipality of Vredenburg-Saldanha, in extent 438 (four hundred and thirty-eight) square metres, held by Deed of Transfer T3070/94 and situated at 23 Dryandra Street, Vredenburg, 7380.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Vredenburg.

2. The following improvements on the property are reported but nothing is guaranteed:

A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. **Payment:** 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (one five comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 11th day of November 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town.
[Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z26429.)

Case 1238/94

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Theodor Henry Ruthven**, Execution Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Strand, dated 10 June 1994, and a warrant of execution, the following property will be sold in execution on Tuesday, 20 December 1994 at 10:00 at the premises namely:

Erf 10654, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, measuring 1 048 (one thousand and forty-eight) square metres; or also known as 36 Villa Mont Road, Somerset West, and held by Deed of Transfer T84862/93.

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 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, 5 Church Street, Somerset West.

Dated at Somerset West on this the 16th day of November 1994.

Ettienne Barnard, Attorney for Judgment Creditor, 17 St James Street, Somerset West; P.O. Box 111, Somerset West, 7129. [Tel. (024) 51-2340/1.]

Case 3719/93

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

In the matter between **Queenstown Municipality**, Judgment Creditor, and **M. S. Hardy**, Judgment Debtor

In pursuance of judgment granted on 10 February 1994 in the Magistrate's Court for the District of Queenstown and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 December 1994 at 10:00, in front of the Magistrate's Court, Queenstown, to the highest bidder:

Description: Erf 4657, in the Municipal and Division of Queenstown, in extent two thousand three hundred and eleven (2 311) square meters.

Postal address: 28 Wodehouse Street, Queenstown.

Improvements: Comprising of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.
3. One tenth ($\frac{1}{10}$) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 15,50% (one five comma five nought per cent) per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within 14 days after the date of sale by bank or building society guarantee.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, 45 Grey Street, Queenstown.

Dated at Queenstown this 16th day of November 1994.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320; P.O. Box 639, Queenstown, 5320. [Tel. (0451) 8-2053.] (Ref. Colls/HleR/ZHA500.)

Case 269/93

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

In the matter between **Queenstown Municipality**, Judgment Creditor, and **M. D. Stuurman**, Judgment Debtor

In pursuance of judgment granted on 16 March 1993, in the Magistrate's Court for the District of Queenstown and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 December 1994 at 10:00, in front of the Magistrate's Office, Queenstown, to the highest bidder:

Description: Erf 1747, in the Municipal and Division of Queenstown, in extent one thousand five hundred and ninety-two (1 592) square metres.

Postal address: 8 Reservoir Road, Queenstown.

Improvements: Comprising of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.
3. One tenth ($\frac{1}{10}$) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 12% (twelve per cent) per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within 14 days after the date of sale by bank or building society guarantee.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, 45 Grey Street, Queenstown.

Dated at Queenstown this 17th day of November 1994.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320; P.O. Box 639, Queenstown, 5320. [Tel. (0451) 8-2053.] (Ref. Colls/HleR/ZST514.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Cornelius Johannes Isaks and Jeanette Isaks**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Thursday, 15 December 1994 at 09:00

Erf 712, Kleinvlei, in the Local Area of Blue Downs, in extent 739 (seven hundred and thirty-nine) square metres, held by Deed of Transfer T37218/92 and situated at 2 Bloekom Street, Kleinvlei, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, four bedrooms, en suite 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 16,25% (sixteen 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 9th day of November 1994.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z23906.)

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

In the matter between **ABSA Bank Limited** (86/04794/06) trading as Allied Bank, Judgment Creditor, and **Mr W. W. Booli**, Judgment Debtor

In pursuance of a judgment granted on 18 October 1994, in the Magistrate's Court for the District of Cathcart and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 December 1994 at 11:00, at 979 and 980 Katikati Township, to the highest bidder:

Description: Erf 979 and 980, Katikati, in the Municipality and Division of Cathcart.

Postal address: 979 and 980 Katikati Township.

Improvements: Bricks under tiled dwelling, entrance hall, dining-room, lounge, kitchen, three bedrooms, bathroom with cupboards and bathroom with cupboards and shower.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.
3. One tenth ($\frac{1}{10}$) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen days after the date of sale by bank or building society guarantee.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the Magistrate's Office, Cathcart.

Dated at Queenstown this 11th day of November 1994.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320; P.O. Box 639, Queenstown. [Tel. (0451) 8-2053.] (Ref. Mr Coetzee/ldb/W10781.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Thamsanqa Liquor Store CC**, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 August 1994, the following property will be sold at the front entrance, New Law Courts, North End, Port Elizabeth, by public auction, Friday, 9 December 1994 at 14:15, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 51143, Ibhayi at Zwide, in the Administrative District of Port Elizabeth, in extent 809 (eight hundred and nine) square metres, situated at corner of Ntsundwana and Tusebe Street, Zwide, Port Elizabeth.

The conditions of sale will be read prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth North, 12 Theale Street, North End, Port Elizabeth.

Material conditions of sale:

1. The property shall be sold voetstoots and 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. 10% (ten per centum) of the purchase price and Sheriff's charges of 5% (five per centum) on the first R20 000, 3% (three per cent) on the balance thereof with a maximum of R6 000 and a minimum of R200 shall be paid on signature of the conditions of sale and the balance plus 21,25% (twenty-one comma two five per cent) interest thereon per annum shall be secured within 21 (twenty-one) days by a bank or other suitable guarantee payable against registration of transfer.

Dated at Port Elizabeth on this 4th day of November 1994.

Selwyn Solomon & Co., Plaintiff's Attorneys, Second Floor, First National Bank Building, 582/6 Main Street, North End, Port Elizabeth.

Saak 3999/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **L. & L. Esterhuize**, Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis van bogemelde Agbare Hof gedateer 26 Mei 1994, sal die volgende eiendom in ekskusie verkoop word op Donderdag, 15 Desember 1994 om 11:30, op die perseel te Sewende Laan 148, Kraaifontein, aan die hoogste bieder en onderhewig aan die voorwaardes hierna uiteengesit en die verdere voorwaardes wat deur die afslaer by die verkoping uitgelees sal word:

Eiendom: Sekere Erf 10547, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T70499/1991.

Beskrywing: Die volgende inligting word verstrek maar nie gewaarborg nie: Op die perseel is 'n enkelvlakwoonhuis met sitkamer, eetkamer, familiekamer, drie slaapkamers, een-en-'n halwe badkamer, kombuis, twee motorhuise en buitetoilet.

Die eiendom kan geïnspekteer word in oorleg met Brynard & Brynard, Albie de Waalstraat 16, Brackenfell.

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling, tesame met die afslaerskommissie van 7,7% (sewe komma sewe persent) van die koopprijs betaal word. Die balans van die koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vonnisskuldeiser se prokureur en wat aan die Balju, Landdroshof, binne dertig (30) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volle verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Northumberlandstraat, Bellville.

Datum: 17 November 1994.

Brynard & Brynard, Vonnisskuldeiser se Prokureurs, Albie de Waalstraat 16, Brackenfell. (Verw. J. J. Brynard/jb/S512.)

Saak 3623/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Eerste Nasionale Bank van Suidelike-Afrika Beperk**, Eiser, en **Esra Johannes Mitchell**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Mosselbaai, en 'n lasbrief vir eksekusie gedateer 24 Oktober 1994 sal die volgende eiendom verkoop word deur Mosselbaai Afslaers en Assuransieagente, aan die hoogste bieder op Donderdag, 15 Desember 1994 om 10:00, te ondervermelde perseel:

Erf 4999, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 720 (sewehonderd-en-twintig) vierkante meter gehou kragtens Transportakte T35805/94 (ook bekend as Hardekoolsingel 18, Heiderand, Mosselbaai).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis met ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorafdak en stoorkamer.

Voorwaardes van verkoping:

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

2. *Terme:* Die koopprijs sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 16,25% (sestien komma twee vyf persent%) per jaar sal binne 30 dae vanaf die datum van verkoping aan die Balju of die oordragprokureurs betaal word of gedek word deur 'n goedgekeurde bank of bouverenigingwaarborg binne die gemelde tydperk.

3. *Voorwaardes:* Die voorwaardes van verkoping lê ter insae by die kantoor van Miller Terblanche & Zietsman, Cuffstraat 5, Mosselbaai, en die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai op hierdie 10de dag van November 1994.

Miller Terblanche & Zietsman, Prokureurs vir Eiser, Cuffstraat 5, Posbus 83, Mosselbaai, 6500.

NATAL

Case 31829/92**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 **Sonwabo Christopher Giyo**, First Defendant, and **Gladys Zinyezwa Giyo**, Second Defendant

In pursuance of a judgment granted on 17 July 1992, 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: Unit P267 of Site 63 (portion of Site 53), in the Township of kwaMashu, in the District of Ntuzuma, Province of Natal, in extent 170 square metres.

Address: P267 kwaMashu.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, dining-room, toilet, bathroom and 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 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/05N011287.)

Case 58834/94**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 **Gopal Pillay**, First Defendant, and **Sundri Pillay**, Second Defendant

In pursuance 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 15 December 1994 at 10:00, at the front entrance to the Magistrate's Court, Couper Street, Stanger.

Description: Lot 21, Highridge, situated in the Borough of Stanger, Administrative District of Natal, in extent 1 104 square metres.

Address: 23 Farid Street, Highridge, Stanger.

Improvements: Upstairs: Carpeted lounge, carpeted dining-room, four bedrooms (main en suite) carpeted, built in cupboards and air-conditioned, toilet, bathroom and kitchen with units. Downstairs: Consisting of a double garage and two rooms.

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, Stanger.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225038.)

Case 6508/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

In the matter between **Bank of Taiwan (South Africa) Limited**, Execution Creditor, and **Evpark Properties CC**, Execution Debtor

In pursuance of a judgment granted on 16 September 1994, in the Supreme Court in this matter and under a writ of attachment issued thereunder, the immovable property listed hereunder will be sold in execution by the Sheriff of the Supreme Court, Durban North, or his authorised Deputy, on Friday, 9 December 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

1. *Description:* Subdivision 79 of Lot 391, Springfield, situated in the City of Durban, Administrative District of Natal, in extent 1 446 (one thousand four hundred and forty-six) square metres, known as 30 Aloefield Crescent, Springfield Park, Durban.

Held by the Execution Debtor Evpark Properties CC, No. CK88/24234/23, under Deed of Transfer T5589/1989.

The property comprises an industrial stand located in Springfield with frontage to Aloefield Crescent. It lies within the Durban Municipal area adjacent to the Springfield Shopping Centre.

2. Improvements:

2.1 The property is zoned "General Industrial".

2.2 The improvements on the property are as follows:

2.2.1 The site has been improved with a single storey factory building divided into two mini-factory units with offices located at mezzanine level. The building has a steel frame and a floor to eaves height of approximately 6 metres. The walls are brick, part faced and part rendered externally, part plastered and part bagged internally. The floors are concrete covered in the entrance floor, staircase and ground floor toilets with ceramic tiles and in the remainder of the office areas with either carpets or vinyl tiles. The roof is of pitched steel framed construction covered with IBR "Colomet" sheeting, part lined and part insulated internally.

2.2.2 At ground floor level the accommodation comprises two mini-factory units (each with toilet and changeroom facilities) together with an entrance foyer, two general offices, two toilets and tea kitchen.

2.2.3 At first floor level the accommodation comprises general office facilities together with two separate toilets for both male and female staff.

Gross external area at ground floor level approximately 858 square metres.

Gross external area of mezzanine offices approximately 213 square metres.

2.2.4 From measurements taken on site the nett lettable area of the above described property is as follows:

1. Factory Unit 1 (including toilets and changerooms)	345 square metres
2. Factory 2 (including toilets and changerooms)	358 square metres
3. Ground floor entrance, foyer, offices and toilets	131 square metres
4. Mezzanine offices	206 square metres.
5. Open parking (10 bays)	

TOTAL	1 040 square metres
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Nothing is guaranteed in the above respects.

3. **Conditions:** The sale shall be subject to the following conditions:

3.1 The property shall be sold to the highest bidder subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.

3.2 The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Durban North, 15 Milne Street, Durban and at the offices of the Plaintiff's attorneys given below and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

3.3 The successful bidder is required to pay a deposit of 10% (ten per cent) of the purchase price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) of the balance, with a maximum of R6 000 plus VAT payable thereon] in cash or by bank-guaranteed cheque on conclusion of the sale.

The purchaser shall pay the auctioneer's charges on the day of sale and when requested thereto by the transferring conveyancers, costs of transfer, arrear and current rates, levies, municipal fees, taxes, transfer duty or Vat and all other charges required to be paid so as to effect transfer. All the above amounts shall be payable by the purchaser as a liability over and above the purchase price.

3.4 The balance of purchase price shall be paid 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 Supreme Court, Durban North, within fourteen (14) days after the date of sale.

3.5 The property shall be sold as it stands.

Dated at Durban this 31st day of October 1994.

Legator McKenna Incorporated, Execution Creditor's Attorneys, 21st Floor, Eagle Building, 357 West Street, Durban. (Tel. 305-1571.) (Fax 304-5455.) (Ref. E. Herr/bh/H.282.)

Case 3098/94

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Chunder Dutt Kunjbehari**, Execution Debtor

In pursuance of judgment granted on 17 February 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, 15 December 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Description: A certain piece of land being: Lot 561, Isipingo, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, in extent 2 339 (two thousand three hundred and thirty-nine) square metres, postal address: 26 Rana Road, Isipingo, 4110.

Improvements: Brick under tile structure consisting of four bedrooms and verandah, no ablutions, boundary walls on three sides and steel gates in front, property in poor condition.

Town-planning: Zoning: Light industrial. 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 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, 101 Lejaton, 40 St Georges Street, Durban, or at our offices.

Dated at Durban this 3rd day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Docex 71.) (Ref. CMK/016/028913/Mrs Chetty.)

Case 24/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Gabangaye Mathews Sibeko**, Defendant

In pursuance of a judgment of the Court of the Magistrate of eZakheni and a writ of execution dated 9 September 1994, the undermentioned property will be sold in execution on 13 December 1994 at 15:00, at the Magistrate's Court, eZakheni, namely:

A certain Site A1051, eZakheni Township, District of Emnambithi.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 5 Poort Road, Ladysmith.

The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 7th day of November 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle, c/o KwaZulu Finance & Investment Corp., 31 Blou Street, eZakheni Industrial Estate, P.O. Box 780, Ladysmith.

Case 3967/94**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 **Sandile Bethwell Jaca**, 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 in front of the Magistrate's Court Building, Mtunzini, on Friday, 9 December 1994 at 09:00:

Description: Site H1981, eSikhawini, situated in the Township of eSikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres, held under Deed of Grant G1611/87, physical address: H1981 eSikhawini, Ongoye, Natal. Zoning: Special Residential.

The property consists of the following:

Brick under tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom with toilet and garage.

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, 8 Hulley Avenue, Mtunzini, Natal.

Dated at Durban this 31st 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.646/J. C. Jones.)

Case 562/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LIONS RIVER HELD AT HOWICK

In the matter between **Hilda Margaret Froom**, First Judgment Creditor, **Athalie Winnifred Jean Weir**, Second Judgment Creditor, **Lilian Muriel Hough**, Third Judgment Creditor, **Olive Frances Natalie Carstens**, Fourth Judgment Creditor, **Agnes McDougall Curtis-Setchell**, Fifth Judgment Creditor, **Emmeline Joyce Harris**, Sixth Judgment Creditor, **the Trustees of the estate late Augusta Lucy Hall**, Seventh Judgment Creditor, **Valerie Anne Harwin**, Eighth Judgment Creditor, **the Trustees of the estate late Walter Crofton Hopkins**, Ninth Judgment Creditor, **Johanna Martina Georgina Lovatt**, Tenth Judgment Creditor, **the Trustees of the estate late Alan Stewart Paton**, Eleventh Judgment Creditor, **Arthur Nicol Stockil**, Twelfth Judgment Creditor, **the Trustees of the T A K Turton Trust**, Thirteenth Judgment Creditor, and **Valerie Visser**, Fourteenth Judgment Creditor, and **Merryl Evelyn McLeod**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate at Howick, dated 16 August 1994, the following immovable properties will be sold in execution on Friday, 9 December 1994 at 10:00, at the Sheriff of the Court's Office at 12 Campbell Road, Howick, to the highest bidder:

Property description:

(a) Subdivision 12 of the farm Glen Arum 14413, situated in the Administrative District of Natal, in extent six comma nought eight seven four (6,0874) hectares; and

(b) Subdivision 13 of the farm Glen Arum 14413, situated in the Administrative District of Natal, in extent six comma six nought six five (6,6065) hectares.

The following information is furnished regarding the properties, but is not guaranteed:

Physical address: Impangele Farms, Balgowan, District of Lions River, Natal.

Improvements:

(a) Brick under thatch homestead consisting of lounge, sun lounge, dining-room, kitchen, study, bedroom with dressing-room and en suite bathroom, bedroom with en suite bathroom, guest suite comprising bedroom, bathroom and separate toilet, guest toilet, entrance hall, laundry and outside store-room, double garage and workshop.

(b) Face brick under thatch (with lean to under IBR) guest cottage consisting of kitchen, lounge, two bedrooms both with bathroom en suite, bedroom with interleading door to second en suite bathroom, store-room and geyser room.

(c) Face brick under thatch and iron health hydro, Port Cochere reception area, office, exhibition area, eight seater Turkish steam bath, three showers, changeroom, three body treatment cubicles, auditorium, four treatment rooms, toilet and swimming-pool.

(d) Outbuildings consisting of greenhouse, tractor shed and water tanks.

(e) Block under IBR staff quarters comprising three rooms, bathroom and toilet.

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, Howick, 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, 12 Campbell Road, P.O. Box 337, Howick, 3290, and interested parties may contact the Execution Creditor's attorneys who may be prepared to grant loan facilities to an approved purchaser.

Dated at Howick this 3rd day of November 1994.

C. J. G. Rosettenstein, for Lester Hall Ewing & Swan Inc., c/o Lister & Lister, Attorneys for Judgment Creditor, The White House Centre, Main Street, Howick; P.O. Box 382, Howick, 3290. (Ref. Colls/CR/dh/L5557.)

Case 29266/93

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

In the matter between **Standard Credit Corporation Limited**, Plaintiff, and **Michael Smith**, Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Durban, held at Durban and dated 6 July 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Magistrate's Court, Durban Central, on Thursday, 15 December 1994 at 14:00, at the front entrance, Magistrate's Court, Somtseu Road, Durban, Natal, to the highest bidder without reserve:

Property description: Subdivision 24 of Lot 485, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent 696 (six hundred and ninety-six) square metres.

Physical and postal address: 21 Farmon Road, Glenmore, Durban.

Improvements:

Main building: A single-storey dwelling under iron roof with entrance hall, lounge, dining-room, family room, kitchen, five bedrooms, bathroom, bathroom and toilet, toilet and shower, staffroom, store-room, laundry, garage, toilet and shower.

Town-planning: Zoning: Maisonette 650. Special privileges: Nil.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts 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 21 (twenty-one) 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 the Sheriff's commission calculated at 4% (four per centum) on the purchase price.

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 offices of the Sheriff of the Magistrate's Court, Second Floor, Stafmayer House, Beach Grove, Durban, Natal.

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

Johnston Easton-Berry, Execution Creditor's Attorneys, 801 Norwich Life House, 9 Gardiner Street, Durban. (Ref. R. Easton-Berry/EVV/03S005096.)

Case 4493/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Evelyn Maria Dwarika**, First Plaintiff, **Nirahoo**, Second Plaintiff, **Damwanthi Nirhao**, Third Plaintiff, **Shunno Devi Maharaj**, Fourth Plaintiff, **Sunker Nair**, Fifth Plaintiff, **Ragani Devi Nair**, Sixth Plaintiff, **Purmanund Rajkissor Maharaj**, Seventh Plaintiff, **the Trustees of the Kanniah Chetty Trust**, Eighth Plaintiff, **Prabha Devi Singh**, Ninth Plaintiff, and **Sathyanand Purmanund Maharaj**, Tenth Plaintiff, and **Sithambaram Reddy**, First Defendant, and **Naranjeni Reddy**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 11 August 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, Durban South, on 9 December 1994 at 10:00, on the steps of the Supreme Court, Durban, to the highest bidder with a reserve price of R90 000:

Property description: Lot 128, Dunns Grant, in extent 1 163 square metres (a vacant piece of land next to 133 Sirdar Road, Clairwood).

Physical and postal address: Next to 133 Sirdar Road, Clairwood, Durban.

Improvements: A vacant piece of land.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

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.

4. Transfer shall be effected by the Plaintiff's attorneys 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 may be inspected at the office of the Sheriff, Durban South, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 1st day of November 1994.

P. R. Maharaj & Co., Plaintiff's Attorney, Suite 1601, Nedbank House, 30 Albert Street, Durban. (Ref. B56.)

Case 7183/91

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 **Jayaseelan Perumal Naidoo**, First Defendant, and **Dhayawathie Naidoo**, 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, Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 9 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 77 of SEFF, of the farm Duiker Fontein 785, situated in the City of Durban, Administrative District of Natal, in extent five hundred and four (504) square metres and held under Deed of Transfer T10549/88.

Street address: 219 Desai Crescent, Effingham Heights, Durban.

Improvements: A single storey brick plaster under tile dwelling with water and lights, consisting of: Lounge, dining-room, kitchen, three bedrooms, bath, shower and two toilets.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 15 Milne Street, Durban. (Tel. 368-2100.)

Dated at Durban this 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 5834/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Veena Devi Bansi**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 2 September 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Inanda Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 9 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:

(a) Section No. 5, as shown and more fully described on Sectional Plan SS170/1981, in the scheme known as Seaside Court, in respect of the land and building or buildings situated at La Mercy Beach, Local Authority of Durban, of which the floor area, according to the said sectional plan, is 66 (sixty-six) square metres, in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

which property is physically situated at 5 Seaside Court, 24 South Beach Road, Tongaat, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST8974/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of: Lounge/dining-room, two bedrooms, kitchen, bathroom and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 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/U072/037875/Mrs Chetty.)

Case 59082/93

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Cornelius Ferdinand Bester**, First Execution Debtor, and **Avrille Hope Bester**, Second Execution Creditor

In pursuance of a judgment granted on 7 July 1994, in the Magistrate's court for the District of Durban, held at Durban, and a writ of execution issued thereunder the immovable property listed hereunder will be sold in execution on Thursday, 15 December 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Situation street address: 4 Stuart Hall, 37 Withernsea Avenue, Wentworth, Durban.

Title deed description: A unit consisting of Section 4, as shown and more fully described on Sectional Plan SS238/1981, in the building or buildings known as Stuart Hall, situated at 37 Withernsea Avenue, Wentworth, Durban, of which the floor area, according to the said sectional plan is 79 (seventy-nine) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST238/1981(4)(Unit).

Improvements: Being a brick and plaster duplex with tiled roof and asbestos gutters, consisting of combined lounge and dining-room, kitchen, two bedrooms, shower, bathroom and toilet, garage and security gates.

Zoning: Residential, but 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 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 the sale.
3. Interest is payable on the purchase price from date of sale to date of registration of transfer of the property both dates inclusive, at a rate equivalent to the rate payable under and in terms of the Mortgage Bond registered on the property in favour of the Execution Creditor. The method of calculating the interest will be as per the said Mortgage Bond.
4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
5. The property and the improvements thereon are sold voetstoots and without any warranties.
6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 27th day of October 1994.

Mooney Ford & Partners, Plaintiff's Attorneys, Seventh Floor, SA Perm Building, 343 Smith Street, Durban. (Ref. GLMD/LE/F287.)

Case 7536/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Manoranjani Anthony**, 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, 9 December 1994 at 10:00:

Description: Section 1, as shown and more fully described on Sectional Plan SS53/1993, in the scheme known as Blinkbonne Road 52, 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 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 CRST ST4348/92; and

an exclusive use area described as G1 measuring 222 (two hundred and twenty-two) square metres, being as such part of the common property, comprising the land and the scheme known as Blinkbonne Road 52, in respect of the land and building or buildings situated at Durban, City of Durban, as shown and more fully described on Sectional Plan SS53/1993, held under Notarial Deed of Cession SK900/93.

Physical address: Unit 1, Blinkbonne Road 52, Cato Manor, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex comprising:

Downstairs: Living room, bedroom, kitchen.

Upstairs: Two bedrooms, bathroom and toilet. There is the exclusive use of Garden Area G1.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 26th day of October 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6974/mvr.)

Case 5190/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Byrne Harold Galtrey**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 9 December 1994 at 10:00:

Description: Subdivision 3 of Consolidated Lot 36, Winston Park, situated in the Township of Gillits, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent one comma five nine nought three (1,5903) hectares, held under Deed of Transfer T20239/80.

Physical address: 36 Reservoir Road, Winston Park, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising four bedrooms with main en suite (built-in cupboards and carpeted), bathroom with toilet, lounge, dining-room, kitchen, pantry and study.

The outbuildings comprise double garage, laundry, double servants' quarters, workshop, two store-rooms, partly fenced and tarred driveway. There is also a swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 21st day of October 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6743/mvr.)

Case 2021/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Princess Nomthandazo Zungu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 9 December 1994 at 09:00, at the Sheriff's Office, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 2295, Unit DD, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent of 371 (three hundred and seventy-one) square metres, represented and described on Deed of Grant 13769.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 2295, Unit DD, in the Township of Edendale, District of Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 20th day of October 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0100/B3.)

Case 6252/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Mohan Hiranman**, First Defendant, and **Mrs Angela Mary Hiranman**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 9 September 1994, in the above-named suite, the following immovable property will be sold by the public auction by the Sheriff of the Supreme Court of Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 13 December 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1205 (of Subdivision 985), of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent 221 (two hundred and twenty-one) square metres, which property is physically situated at House 63, Road 726, Montford, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T13742/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a semi-detached double storey brick under asbestos dwelling consisting of lounge, three bedrooms, kitchen, bathroom and toilet. Outbuildings consisting of lounge, two bedrooms and bathroom/toilet.

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 Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 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. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/038026/U177/Mrs Chetty.)

Case 5612/94

IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Krishna Naidoo**, First Defendant, and **Mrs Ethel Gloria Naidoo**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 9 September 1994, in the above-named suite, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, on Friday, 9 December 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Lot 684, Reservoir Hills Extension 2, situated in the City of Durban, Administrative District of Natal, in extent 1 346 (one thousand three hundred and forty-six) square metres, which property is physically situated at 20 Dunston Gardens, Reservoir Hills, 4091, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T23989/80.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/toilet, single garage, two basement granny flats consisting of five bedrooms, two kitchens, two lounges and two bathrooms/toilets.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 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 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/A332/037000/Mrs Chelin.)

Case 4610/94

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 **Michael Henry Bothma**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Courthouse Road, Port Shepstone, on Friday, 9 December 1994 at 09:00:

Description: Lot 127, Margate, situated in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 490 (four hundred and ninety) square metres, held under Deed of Transfer T39727/93.

Physical address: Lot 127, corner of Jellicoe and Raleigh Road, Margate, Natal.

Zoning: Special Residential.

The property consists of the following:

Double storey brick under tile roof dwelling comprising:

Upstairs: Main en suite, two bedrooms, bathroom, open plan dining-room and lounge, kitchen and balcony.

Downstairs: Two roomed workshop each room with toilet, shower and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 17th day of October 1994.

Goodrickes, for Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7611/mvr.)

Case 584/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Elphas Dumisani Mtetwa**, Defendant

In pursuance of a judgment granted on 30 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 13 December 1994 at 09:00, to be held at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description*: Ownership Unit H3637, situated in the Township of Esikhawini, District Ongoye, in extent 589 (five hundred and eighty-nine) square metres.

1. (b) *Street address*: Ownership Unit H3637, Esikhawini.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, the 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 25th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/942/94 (05/k600942).]

Case 588/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Daniel Bonginkosi Gumede**, Defendant

In pursuance of a judgment granted on 15 June 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 December 1994 at 10:00, to be held at Office 2 Adams Buildings, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B2199, situated in the Township of Sundumbili, District Inkanyezi, in extent 370 (three hundred and seventy) square metres.

1. (b) *Street address*: Ownership Unit B2199, Sundumbili.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising bedroom, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2 Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 25th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/327/93 (05/K603/327).]

Case 725/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mbego Jonas Mbongo**, Defendant

In pursuance of a judgment granted on 31 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1994 at 10:00, to be held at the Magistrate's Office, Melmoth.

1. (a) *Deeds office description*: Ownership Unit B915, situated in the Township of Ulundi, District Mahlabatini, in extent 1 726 (one thousand seven hundred and twenty-six) square metres.

1. (b) *Street address*: Ownership Unit B915, Ulundi.

1. (c) *Property description (not warranted to be correct)*: Single storey block under asbestos roof dwelling comprising lounge, dining-room, two bedrooms, kitchen, bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinhold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 25th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/617/93 (05/K599/617).]

Case 834/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Nkosinathi Hlanganani Shandu**, Defendant

In pursuance of a judgment granted on 1 September 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 Building, Osborn Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1533, situated in the Township of Sundumbili, District of Inkanyezi, in extent 383 (three hundred and eighty-three) square metres.

(b) *Street address*: Ownership Unit B1533, Sundumbili.

(c) *Property description (not warranted to be correct)*: Single-storey block under asbestos roof dwelling comprising of lounge, bedroom, kitchen and shower/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, 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 25th day of October 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/946/94 (05/K603/946).]

Case 2646/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Kistensamy Govender**, First Defendant, and **Mrs Indrani Govender**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 24 May 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 9 December 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Subdivision of Lot 6580, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent nine hundred (900) square metres, which property is physically situated at 19 Grassmere Drive, Pinetown, and which property is held by the abovenamed Defendants under and by virtue of Deed of Transfer T7082/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet and carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 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/045/033119/Mrs Chetty.)

Case 5617/94

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 **Natalie Bernice van den Blink**, First Defendant, and **Gerald Joseph Willem van den Blink**, 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, 9 December 1994 at 10:00:

Description: Section 46, as shown and more fully described on Sectional Plan SS115/89, in the scheme known as Marine Towers in respect of the land and building or buildings situated at Subdivision 6 of Lot WS Block Snell, of the Townlands of Durban, 1737, situated in the City of Durban, Administrative District of Natal, of which section the floor area according to the said sectional plan is 113 (one hundred and thirteen) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST11030/92.

Physical address: 805 Marine Towers, Sol Harris Crescent, North Beach, Durban, Natal.

Zoning: Special residential.

The property consists of the following: Eight floor flat comprising an entrance hall, living room, dining-room, enclosed balcony, three bedrooms, bathroom, toilet, shower and kitchen.

There is also the exclusive use of a carport.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 25th day of October 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6460/mvr.)

Case 827/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Bhekuyise Vivian Mthivane**, Defendant

In pursuance of a judgment granted on 30 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 B2517, situated in the Township of Sundumbili, District of Inkanyezi, in extent 283 (two hundred and eighty-three) square metres.

1. (b) *Street address:* Ownership Unit B2517, Sundumbili.

1. (c) *Property description (not warranted to be correct):* Single storey block under tile roof dwelling comprising of bedroom, lounge, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions:* No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Buildings, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 25th day of October 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Our Ref. Mr De Ridder/AEH/940/94.)

Case 1991/94

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 **Gugu Gladness Mngomezulu**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the front steps of the Magistrate's Office, Empangeni, on Thursday, 15 December 1994 at 11:00:

Description: Section 32 as shown and more fully described on Sectional Plan SS44/89, in the scheme known as Glenamy, in respect of the land and building or buildings situated at Empangeni, Borough of Empangeni, of which the floor area, according to the said sectional plan is 38 (thirty-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 ST11298/93;

Physical address: 210 Glen Amy Flats, Turnbull Street, Empangeni, Natal, zoning: Special Residential.

The property consists of the following: Bachelor flat comprising living-room, kitchen and toilet/bathroom.

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, Lower Umfolozi, Old Sugar Mill, Mill Way, Empangeni, Natal.

Dated at Durban this 24th day of October 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7380/mvr.)

Case 3290/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Patrick Louis Vere**, First Defendant, **Stella Daphne Vere**, Second Defendant, and **Trevor Anthony Johnson**, Third 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 main entrance to the Magistrate's Court, Scott Street, Scottburgh, on Friday, 9 December 1994 at 10:00:

Description: Lot 41 Ifafa, situated in the Development Area of Ifafa Beach, and in the Umzinto Regional Water Services Area, Administrative District of Natal, in extent one thousand one hundred and sixty-two (1 162) square metres, held under Deed of Transfer T25144/88. Physical address: 41 Leuchars Drive, Ifafa Beach, Natal. Zoning: Special Residential.

The property consists of the following:

Three level face brick under asbestos roof dwelling comprising: First level: Living-room, kitchen, bathroom with toilet. Second level: Kitchen, two full bathrooms, two bedrooms, lounge/dining-room and right angular balcony. Third level: Open plan kitchen, second kitchen, dining-room, lounge and bathroom with toilet. The outbuildings comprise double garage and balcony.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 1 Savell Place, Scottburgh South, Natal.

Dated at Durban this 31st day of October 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5613/mvr.)

Case 2373/94

IN SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mvuselelo Richard Mahlabha**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 9 December 1994 at 12:00, at the main south-entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit 569, Unit BB, in the Township of Umlazi, District of Umlazi, in extent of 494 (four hundred and ninety-four) square metres, represented and described on Deed of Grant G4594/86.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 569, Unit BB, in the Township of Umlazi, District of Umlazi.

2. The property has been improved by the erection of a tiled roof dwelling-house thereon, consisting of three bedrooms, dining-room, bathroom, kitchen and garage.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 8th day of November 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/45/K0235/B4.)

Case 2373/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mvuselelo Richard Mahlaba**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 9 December 1994 at 12:00, at the main south-entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit 569 Unit BB, in the Township of Umlazi, District of Umlazi, in extent 494 (four hundred and ninety-four) square metres, represented and described on Deed of Grant G4594/86.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 569 Unit BB, in the Township of Umlazi, District of Umlazi.
2. The property has been improved by the erection of a tiled roof dwelling-house thereon, consisting of three bedrooms, dining-room, bathroom, kitchen and garage.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 8th day of November 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg.
(Ref. PRJD/myb/45/K0235/B4.)

Case 13612/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Joy Maureen Crawford**, Defendant

In pursuance of a judgment granted on 19 July 1994, in the Court of the Magistrate, Pietermaritzburg, 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, Pietermaritzburg, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, on 9 December 1994 at 11:00, or so soon thereafter as possible:

Situation: 505 Chase Valley Road, Pietermaritzburg.

Description: Remainder of Subdivision 3 of Lot 845, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 301 (one thousand three hundred and one) square metres, held under Deed of Transfer T16486/82.

Improvements: Nil. Vacant land.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff on the day of sale and 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 for the Magistrate's Court within twenty-one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 17,25% (seventeen comma two-five per cent) per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Durban this 7th day of November 1994.

Austen Smith, for Mooney Ford & Partners, Execution Creditor's Attorneys, 191 Pietermaritzburg Street, Pietermaritzburg.

Case 2614/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Gary Stephen Catin**, First Defendant, and **Judith Catin**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division, on Tuesday, 20 September 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 Ladysmith in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu/Natal, on Tuesday, 13 December 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office at 5 Poort Road, Ladysmith, KwaZulu/Natal, namely:

Lot 5838, Ladysmith Extension 28, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 450 (four hundred and fifty) square metres, which property is physically situated at 38 Fifth Avenue, Ladysmith, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue Deed of Transfer T2941/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house, brick under tile, consisting of an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, toilet, shower and another toilet and shower. There is an outbuilding consisting of a double garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 9th day of November 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 16285/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Bizwephi Mildred Nkomonde**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 17 August 1994, the following immovable property will be sold in execution on Friday, 9 December 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 128 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 669 (six hundred and sixty-nine) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 26 Dunford Road, Grange, Pietermaritzburg which property consists of land improved by a single storey dwelling-house under brick and IBR sheeting comprising three bedrooms, bathroom, w.c.'s lounge and kitchen. Outbuilding comprises carport, stores and w.c.

Material conditions of sale: The purchaser shall pay 10% (ten 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, 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 14th 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 Dawson/Rabia/N0660/00.)

Case 421/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Enid Hazel Sithandwa Msomi**, Defendant

In pursuance of judgment granted on 31 August 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 14 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 W125, in extent 305 square metres, situated in the Township of Umlazi, represented and described on General Plan PB178/1984, held by virtue of Deed of Grant G00735/88.

Physical address: Ownership Unit W125, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick/plaster and tile dwelling (66 m²) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Improvements: Patio (8 m²), garage (18 m²) and fencing-p/c concrete.

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 finance institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 8th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23439/26.)

Case 2625/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bekukwenza Robert Maphumalo**, 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 14 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 AA921, in extent 414 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant 2870/72.

Physical address: Ownership Unit AA921, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick/plaster and asbestos dwelling (70,65 m²) comprising of kitchen, lounge, four bedrooms, bathroom, w.c. and garage (freestanding).

Municipal electricity, water supply and sanitation: Local authority.

Improvements: Outbuilding (28,8 m²) and concrete drive and paving.

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 this 10th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21523/35.)

Case 494/90

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Shirley Thokozani Sithole**, Defendant

In pursuance of a judgment granted on 16 October 1990 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 14 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 Z35, in extent 409 square metres, situated in the Township of Umlazi, represented and described on General Plan PB112/1978, held by virtue of Deed of Grant G2189/88.

Physical address: Ownership Unit Z35, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick and asbestos dwelling (54 m²) comprising of kitchen, lounge, two bedrooms and bathroom.

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per 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 10th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31052/26.)

Case 1575/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Chibi Priscilla Mthabela**, Defendant

In pursuance of a judgment granted on 21 September 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 14 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 V1150, in extent 325 square metres, situated in the Township of Umlazi, represented and described on General Plan BA90/1975, held by virtue of Deed of Grant G181/86.

Physical address: Ownership Unit V1150, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick and asbestos dwelling (54 m²) comprising kitchen, lounge, two bedrooms, bathroom and wc.

Municipal electricity, water supply and sanitation: Local authority.

Improvements: Fencing—concrete walls.

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 10th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26923/26.)

Case 14614/93

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

In the matter between **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **Suliman Essop Mahomed**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 26 July 1994, and a warrant of execution issued on 2 August 1994, the following immovable property will be sold in execution on 9 December 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Rem. of Lot 6488, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1,6483 hectares.

Postal address: Acorn Road, Dassenhoek.

Improvements: Small shopping complex consisting of four shops, various houses and shacks (construction of which is unknown).

Town planning zoning: Multiple.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's Attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown this 1st day of November 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 1/89

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Modiappa Reddy**, First Defendant, and **Parvathy Reddy**, Second Defendant

In pursuance of a judgment granted on 3 April 1989 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 13 December 1994 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth:

Description: A certain piece of land being: Lot 666, Shallcross, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 537 square metres.

Postal address: 43 Dwarsberg Street, Shallcross, Queensburgh, 4093.

Improvements: Block under asbestos roof dwelling comprising lounge, kitchen, two bedrooms, toilet and bathroom.

Town planning zoning: Special residential.

Nothing is guaranteed in the above 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. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the 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, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwasan, Durban, Natal and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 10th day of November 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL1966.)

Case 1954/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Suran Chetty**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 16 June 1994, the following immovable property will be sold in execution on Friday, 9 December 1994 at 10:00, at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 4 of Lot 84, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 450 square metres, which property is held under Deed of Transfer T20588/1992.

The following information is furnished regarding the property but is not guaranteed:

1. The property is situated at 11 Rosham Road, Raisethorpe, Pietermaritzburg.

2. The property consists of a face brick under tile semi double storey residence comprising lounge, family room, dining-room, kitchen, two full bathrooms and separate w.c. (MES), three bedrooms plus basement flat comprising two rooms, kitchen, w.c. and shower together with a single garage.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.

3. The sale shall be subject to a reserve price of R7 000.

Dated at Pietermaritzburg this 10th day of November 1994.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg.

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Ashfaroz Properties CC**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 16 June 1994, the following immovable property will be sold in execution on Friday, 9 December 1994 at 10:00, at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Rem. of Subdivision 1 of Lot 2795, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 2 048 square metres, and Subdivision 2 of Lot 2796, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 222 square metres, which property is held under Deed of Transfer T7794/90.

The following information is furnished regarding the property but is not guaranteed:

1. The property is situated at 408 Burger Street, Pietermaritzburg.
2. The property consists of a spacious plaster and brick under tile residence comprising entrance hall, lounge, family room, dining-room, six bedrooms, full bathroom, five showers and w.c.'s en suite, dressing-room, kitchen, scullery, laundry and enclosed front verandah as well as servants' quarters and double carport.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.

3. The sale shall be subject to a reserve price of R6 656,97.

Dated at Pietermaritzburg this 9th day of November 1994.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg.

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Thanguvelu Moodley**, First Execution Debtor, **Bakym Moodley**, Second Execution Debtor, **Soobramoney Thanguvelu Moodley**, Third Execution Debtor and **Ananthavelli Moodley**, Fourth Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 30 May 1991 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 December 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: Subdivision 52 of Lot 356, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent five hundred and seventeen (517) square metres.

Postal address: 68 Pastoral Road, Asherville, Durban, 4091.

Improvements: Brick under tile main building comprising lounge, three bedrooms, kitchen, bathroom with wash basin and toilet and brick under tile double-storey granny flat comprising:

Downstairs: Toilet, shower, room wash basin, laundry room, lounge and bedroom.

Upstairs: Bedroom, toilet, balcony, shower room and room with wash basin. Swimming-pool (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, 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 or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the 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 sale.
4. The purchaser shall be liable for the payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum, to the Execution Creditor from the date of sale to 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, sewerage connection fees (if any), taxes and any 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, 15 Milne Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 8th day of November 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case 3345/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Razak Sheik**, First Defendant, and **Vinothanee Sheik**,
Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 22 November 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 Pietermaritzburg, on the steps of her office on Friday, 9 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 her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 3748 of Lot 3723, of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and sixty (760) square metres, which property is physically situated at 41 Swallow Road, Northdale, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9474/90.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. There is an outbuilding consisting of a carport.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of the 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 18,5% (eighteen comma five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 8th day of November 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1757/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Frank Jacob Ellis**, First Defendant, and **Fiona Delia Ellis**,
Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 21 June 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, 9 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 her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Remainder of Lot 2209, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand two hundred and five (1 205) square metres, which property is physically situated at 91 Berg Street, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T28695/93.

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 a lounge, dining-room, kitchen, three bedrooms and two bathrooms. There is an outbuilding consisting of two carports, servants' quarters 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 the 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 Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Glen David Kolm**, First Defendant, and **Dawn Patricia Kolm**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Tuesday, 21 December 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 Pietermaritzburg, on the steps of her office on Friday, 9 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 her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 6 of Lot 2301, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent eight hundred and ninety-eight (898) square metres which property is physically situated at 103 Pine Street, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T25768/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of an entrance hall, lounge, dining-room, family room, kitchen, pantry, five bedrooms, bathroom, toilet, a shower and toilet. There is an outbuilding consisting of two servants' rooms, store-room, laundry and garage and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen 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 1st day of November 1994.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Cas 24629/94

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 **Christopher Allan Hawley**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 3 November 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 December 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 1 of Lot 222, Winterskloof, situated in the Mount Michael Health Committee Area, Administrative District of Natal, in extent 8 108 (eight thousand one hundred and eight) square metres, situated at Budleigh Road, Mount Michael, Pietermaritzburg.

Held by Judgment Debtor under Deed of Transfer T1648/93.

The following information is given about the immovable property but is not guaranteed: *Zoning:* Special Residential.

Improvements: A single-storey dwelling constructed of block under corrugated iron roof, comprising of lounge, dining-room, kitchen, four bedrooms, two bathrooms and two w.c.'s.

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 8th day of November 1994.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N3045/94.)

Case 16666/94

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 **Seumar Jangali Ramjeawan**, First Judgment Debtor, and **Rajpathy Ramjeawan**, Second Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 7 November 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 December 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 149 (of 1) of Lot 5, No. 1519, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 673 (one thousand six hundred and seventy-three) square metres.

Situated at 118 Helston Road, Allandale, Pietermaritzburg.

Held by Judgment Debtors under Deed of Transfer T11028/88.

The following information is given about the immovable property but is not guaranteed: Zoning: Special Residential.

Improvements: A single-storey dwelling constructed of brick under tile, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two w.c.'s.

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 8th day of November 1994.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N3185/94.)

Case 12346/94

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 **Peter Carlton Dove**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 4 November 1994, the immovable property listed hereunder will be sold in execution on Friday, 9 December 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

A unit consisting of:

(a) Section 9, as shown and more fully described on Sectional Plan SS84/1979, in the scheme known as "Edmour", of which the floor area, according to the said sectional plan, is 150 (one hundred and fifty) 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 quote of the said section;

Situated at 9 Edmour, St Patricks Road, Pietermaritzburg.

Held by Judgment Debtor under Deed of Transfer ST3289/1989.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A flat consisting of lounge, dining-room, three bedrooms, bathroom and w.c. and garage.

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 8th day of November 1994.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N3093/94.)

Case 3724/94

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 **One Stop Renovators CC**, First Defendant, and **Nicholas Peter Adam Murison**, 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-house, Masonic Grove, Durban, on Friday, 9 December 1994 at 10:00:

Description:

(a) Section 4, as shown and more fully described on sectional plan SS296/87 in the building or buildings known as "Chantilly", situated at Durban, of which the floor area according to the said sectional plan is 92 (ninety-two) square metres in extent; and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section held under Certificate of Registered Sectional Title ST296/87 (4) (Unit).

(b) Section 8 as shown and more fully described on sectional plan SS296/87 in the building or buildings known as "Chantilly", situated at Durban, of which the floor area according to the said sectional plan is 99 (ninety-nine) square metres in extent; and

an undivided share in the common property in the 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 ST296/87 (8) (Unit).

Physical address: No. 7 and No. 10 Chantilly, 195 Moore Road, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Double-storey flat, consisting of: Entrance hall, lounge, dining-room, family room, four bedrooms, kitchen and bathroom with toilet.

Outbuildings: Two parkings.

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 4th day of November 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.642/J. C. Jones.)

Case 96/94

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 **T. R. Simelane**, 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, 13 December 1994 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E3074, eZakheni, in extent 188 square metres, situated in the District of Emnambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G0343/91.

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:* 188.

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 13 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 11th day of November 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF577.)

Case 97/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Robert McIlravie McIntosh**, Execution Creditor, and **Janetta Elizabeth McIntosh**, Execution Debtor

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 2 December 1994 at 10:00, by the Sheriff of the Supreme Court, Newcastle, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder for cash, without reserve:

The property is described as:

An undivided half share in and to Lot 6565, Newcastle (Extension 34), situated in the Borough of Newcastle, Administrative District of Natal, in extent 1 000 (one thousand) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 16 Piet Retief Street, Barry Hertzog Park, Newcastle.

2. The property has been improved by the construction thereon of a brick under tile dwelling consisting of three bedrooms, combined lounge/dining-room, study, one and a half bathroom, kitchen, double garage and an outside toilet.

The conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, and at the offices of Stuart Saville & Co. Inc., at 48 Paterson Street, Newcastle, during normal office hours.

Dated at Newcastle this 8th day of November 1994.

S. W. Saville, for Stuart Saville & Co. Inc. (Reg. No. 93/00701/21), Execution Creditor's Attorneys, 48 Paterson Street; P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 5-3021.]

Case 3683/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **R. & A. Mootheeram**, First and Second Defendants

In pursuance of a judgment granted in the above Honourable Court on 21 September 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 December 1994 at 10:00, in front of the Magistrate's Court, Ladysmith:

Section 5, held under Cert. of Registered Sectional Title ST2310/94, section 6, held under Cert. of Registered Sectional Title ST.2311/94, section 7 held under Cert. of Registered Sectional Title ST. 2312, all held in terms of Section Mortgage Bond SB1472/94, 22 Azalea Drive, Ladysmith, 3370.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed) (per section): Single store, three bedrooms, bathroom, shower, lounge, dining-room, kitchen, two toilets, garage, two w.c. and laundry.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 6 December 1994 at 10:00, at the Magistrate's Court, Ladysmith.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith this 11th day of November 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0284.)

Case 524/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **First National Bank, Umkomaas**, Execution Creditor, *versus* **P. Moodley and K. Moodley**, Execution Debtors

In pursuance of a judgment granted on 26 May 1992 in the Magistrate's Court, Umzinto, and under a writ of execution issued thereafter dated 27 April 1992, the immovable property listed hereunder will be sold in execution on 15 December 1994 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Description: A certain piece of land being Remainder of Lot 53, Naidooville Township, situated in the Development Area of Craigieburn, Umzinto, Regional Water Services Area, Administrative District of Natal, in extent 1 957 square metres. The property is held under Deed of Transfer T53/87.

Postal address: Lot 53, Naidooville Township, Craigieburn, Umkomaas, 4170.

Improvements: One brick and cement split level dwelling, although nothing in this respect is guaranteed, of which only the lower level is complete consisting of open plan kitchen, lounge with prayer cubicle, two bedrooms, full bathroom and scullery. Upper level: Some walls built to roof level.

Outbuildings: 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 (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Scottburgh, within 14 days after the date of the sale.
3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current and/or arrear levies/rates and/or VAT and other necessary charges to effect transfer upon request by the said attorneys.
4. The purchaser shall be liable to pay interest on any preferent Creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, 1 Saville Road, Scottburgh, or at the offices C. J. Moggridge, 145 Scott Street, Scottburgh.

Dated at Scottburgh this 4th day of November 1994.

C. J. Moggridge, Attorney for Judgment Creditor, Suite 3, Surfer's Paradise Buildings, 145 Scott Street, Scottburgh, 4180. (Ref. Mr Mansoor.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nelland Finance Company (Pty) Limited**, Plaintiff, and **Ahmed Desai**, First Defendant, and **Yusuf Desai**, Second Defendant, and **Aviva Bibbe Desai**, Third Defendant, and **Fatma Mohammed Desai**, Fourth Defendant

In pursuance of a judgment granted on 12 August 1994 in the Supreme Court of South Africa (Durban and Coast Local Division) and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 15 December 1994 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Description: Subdivision 7 of the farm Lot 2 1661, situated in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 4 047 (four thousand and forty-seven) square metres, which property is held by the above-named Defendants under and by virtue of Deed of Transfer 25167/91.

The following improvements are reported on the property, but nothing is guaranteed: Two structures, (a) and (b).

Structure (a) consists of brick and plaster complex under asbestos with large right angle shop with office. Four bedrooms and two toilets. Large storage area. Small shop with front entrance.

Structure (b) consists of brick and plaster under asbestos complex divided into various shops and store-rooms with four store-rooms, bar room with urinal and toilet, public lounge, cellar, eight other bedrooms, garage, room and two toilets at rear of building adjoined to it.

The sale shall be for rands and not bids of less than R250 000 shall be accepted.

The conditions of sale: The full conditions of sale may be inspected at the office of the Sheriff, 1 Savell Place, Scottburgh South, and at the offices of Berkowitz Kinkel Cohen Wartski Greenberg, 17th Floor, 88 Field Street, Durban, during normal office hours.

Dated at Durban this 14th day of November 1994.

Berkowitz Kinkel Cohen Wartski Greenberg, Plaintiff's Attorneys, 17th Floor, 88 Field Street, Durban. (Tel. 304-3895.) (Ref. L. M. Knobel/hg/S.274.)

Case 22963/94
PH 132

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Sthembiso Zephania Ngubane**, First Execution Debtor, and **Thobile Sylvia Ngubane**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 8 July 1994, the immovable property listed hereunder will be sold in execution on 14 December 1994 at 11:00, at the main entrance of the Umlazi Magistrate's Court under the national flag post, to the highest bidder:

Description: Ownership Unit W504, situated in the Township of Umlazi, District of Umlazi, in extent 813 (eight hundred and thirteen) square metres, held under Deed of Grant G003321/89.

The immovable property is situated at W504, Umlazi.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling comprising lounge, kitchen, two bedrooms, bathroom and toilet.

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 these may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's 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, Umlazi, Old Magistrate Office, Block C, Room 1, Old Township Manager Office, telephone 906-9123 (Ref. K. F. Sibiya).

Dated at Durban this 17th day of November 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N4839/94/N90.)

Case 5778/92

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 **Jankipersad Duki**, Defendant

In pursuance of a judgment granted on 23 October 1992, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Thursday, 15 December 1994 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1151, Verulam Extension 14, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 721 square metres.

Postal address: 6 Ramnagar Street, Cordoba Gardens, Verulam.

Improvements: Brick under tile dwelling consisting of four bedrooms with en suite in two bedrooms, lounge, dining-room, kitchen, toilet and bathroom. Basement consisting of double garage, two bedrooms, toilet with bathroom and water and light facilities.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff's Office, Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 18th day of November 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1430 698:RN.)

Case 1144/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Farren Bhika**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 6 July 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Howick at 12 Campbell Road, Howick, KwaZulu/Natal, on Thursday, 15 December 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 12 Campbell Road, Howick, KwaZulu/Natal, namely:

Subdivision 6 of Lot 126, Howick West, situated in the Borough of Howick, Administrative District of KwaZulu-Natal, in extent one thousand two hundred and fifty-four (1 254) square metres, which property is physically situated at 6 Riverview Road, Howick, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T14680/1993.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and separate toilet. There is an outbuilding consisting of lounge, kitchen, two bedrooms, shower and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (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 18th day of November 1994.

J. A. Browne, for E. R. Browne Inc, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 44945/93

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

In the matter between **Riverside Office Block (Proprietary) Limited**, Plaintiff, and **Auto Mate Electronics CC**, First Defendant, and **Jelle Dijkstra**, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Durban, on 26 August 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 15 December 1994, at the steps of the Magistrate's Court, Scottburgh, to the highest bidder:

Property description: Lot 1052, Pennington, Pennington Health Committee, in extent 1 029 square metres, held under Deed of Transfer T30300/92.

Physical address: 18 Garrick Crescent, Pennington.

Improvements (not guaranteed): Wood and timber log under tile dwelling built of gumpole stilts, consisting of open plan kitchen, lounge and dining-room combined, balcony with seaviews, full bathroom, three bedrooms with mes, wood and timber log under tile double garage with toilet and shower.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. Any purchaser (other than the Execution Creditor), shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any 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, Scottburgh at 1 Savell Place, Scottburgh South.

Dated at Durban this 15th day of November 1994.

Ditz Inc, Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Tel. 301-2882.) (Ref. Mr Lunde 23/R5568/93.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENZO AND ESTCOURT

In the matters between **Estcourt Case 914/92, A. A. Desai, Colenso Case 55/92, Keirich Engineering, Colenso Case 56/92, Tugela Basin Estate Agents CC, Colenso Case 92/92, Town Development Services, Colenso Case 94/92, Fred Johnson, trading as Win Win Agencies, Colenso Case 257/93, J W Smith & Son, trading as Blue Stone Quarriers, Colenso Case 260/93, Prestige Housewares (Pty) Limited and Colenso Case 19/94, Bassai U, trading as Frere Sand Co., Execution Creditors, and M. B. Naidoo, First Execution Debtor, and M. Naidoo, Second Execution Debtor**

Pursuant to a warrant of execution dated 22 June 1992 and re-issued on 30 October 1992, 28 November 1992 and 6 May 1994, and a warrant of execution dated 27 October 1992 and re-issued on 13 November 1992 and 9 May 1994, and a warrant of execution dated 21 September 1992 and re-issued on 21 December 1992 and 9 May 1994 and a warrant of execution dated 28 October 1992 and re-issued on 21 December 1992 and 9 May 1994 and a warrant of execution dated 16 February 1994 and re-issued on 17 March 1994 and a warrant of execution dated 4 May 1994 and a warrant of execution dated 4 May 1994 and re-issued on 23 June 1994 and a warrant of execution dated 4 May 1994, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, On Monday, 12 December 1994 at 10:00, at the Magistrate's Court, Sir George Street, Colenso:

Lot 5, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent five thousand and fifty-nine (5 059) square metres and situated at 66-72 Sir George Street, Colenso and held by Deed of Transfer T13157/91.

The following further details of the property and the improvements thereon are given, although in this respect nothing is guaranteed: A shopping complex of which one shop is complete and is leased to a tenant thereof, four shops of which window panes and roofing is to be completed and two shops in the course of commencement and Lot 36, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres and situated at 5 Sutherland Street, Colenso, and held by Deed of Transfer T13247/92.

The following further details of the property and the improvements thereon are given, although in this respect nothing is guaranteed: A dwelling-house comprising five bedrooms, lounge, dining-room, kitchen, pantry, two bathrooms and three toilets.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and the balance to be secured within 14 days thereafter by a bank or building society guarantee.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 1 November 1994.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, 81 Harding Street, P.O. Box 81, Estcourt. [Tel. (0363) 2-3133.]

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 8724/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk, Eksekusieskuldeiser, en T. J. Koalepe, Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 13 September 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 15 Desember 1994 om 11:00, te die Tuilbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 18590, geleë te en bekend as 18590 Sunrise View, Thabong, Welkom, gesoneer vir woondoeleindes, groot 270 vierkante meter, gehou kragtens sertifikaat van geregistreerde toekenning van Huurpag TL11308/90.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

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 koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee-vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoore by die Kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 8ste dag van November 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Case 1943/94

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 **Derrick Dykman N.O.** (Id. No. 3612255008004), in his capacity as Co-Trustee of the Derrick Dykman Familietrust, and **Jean Dykman N.O.**, in her capacity as Co-Trustee of the Derrick Dykman Familietrust, First Defendant and **Derrick Dykman** (Id. No. 3612255008004), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place in front of the Magistrate's Court, Murray Street, Kroonstad, 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 and which conditions may be inspected at the offices of the Sheriff, 62 Murray Street, Kroonstad, prior to the sale:

"Die Resterende Gedeelte van die plaas Brakfontein 532, geleë in die distrik Kroonstad, groot as sulks 782,1550 (sewe agt twee komma een vyf vyf nul) hektaar, gehou kragtens Akte van Transport 2454/1937, gedateer 3 September 1937, onderworpe aan sekere voorwaardes soos daarin uiteengesit."

Dwelling-house of brick and cement, lounge, four bedrooms, kitchen, dining-room, two bathrooms and double garage.

The property has approximately 300 hectare arable land divided into three fenced paddocks, four fenced grazing paddocks, storage soil dam, two boreholes and two sheds. The property is ring fenced.

Terms: Ten per cent (10%) 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, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (NS328A)

Case 2450/94

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 **Teboho David Senyane**, Id. No. 5212065557080, First Defendant, and **Veronica Nobomvu Senyane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 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 and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 17022, situated in the Township Mangaung, District of Bloemfontein, measuring 280 (two hundred and eighty) square metres, held by Deed of Transfer TL2539/1991, subject to certain conditions, consisting of lounge/dining-room, three bedrooms, tile roof, kitchen and bathroom/toilet.

Terms: Ten per cent (10%) 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, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (NS416A.)

Saak 9815/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **A. Oerson**, Eerste Eksekusieskuldenaar, en **S. M. Oerson**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 17 Oktober 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 15 Desember 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 7733, geleë te en bekend as Constantiastraat 60, Reitzpark, Welkom, gesoneer vir woondoeleindes, groot 892 vierkante meter, gehou kragtens Transportakte T16052/91.

Verbeterings: 'n 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 Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 10de dag van November 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 9737/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **C. W. Otto**, Eerste Eksekusieskuldenaar, en **A. F. Otto**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 26 September 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 15 Desember 1994 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 66, geleë te en bekend as Milnerweg 1, Rheederpark, Welkom, gesoneer vir woondoeleindes, groot 879 vierkante meter, gehou kragtens Transportakte T4551/86.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer en twee motorhuise.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van Wet op Landdros-howe, 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 16,50% (sestien komma vyf nul 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 10de dag van November 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26-28, Welkom.

Case 1671/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sitshaba Johannes Mafata**, Identiteitsnommer 680710 5431 086, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, on Friday, 9 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 1815, Manguang, District of Bloemfontein, measuring 240 (two hundred and forty) square metres, as shown on General Plan L65/88, held by Certificate of right of leasehold TL13315/1992, subject to the conditions therein contained, consisting of lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, iron roof and wire fencing.

Terms: Ten per cent (10%) 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, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS9344), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Case 2804/94**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 **David Simon Cloete** (Identity Number 7004085208085), First Defendant, and **Gwendoline Maria Cloete** (Identity Number 7204190159088), 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 with/without reserve price is to take place at the Magistrate's Court, Tulbach Street, Welkom, on Friday, 9 December 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Sher Court Building, 100 Constantia Street, Welkom, prior to the sale:

Erf 5712, situated in the City of Welkom, District of Welkom, in extent 1 122 (one thousand one hundred and twenty-two) square metres, held by Deed of Transfer T9225/1993, subject to certain conditions therein contained and especially the reservation of mineral rights.

Consisting of: Three bedrooms, dining-room, bathroom, garage, tile roof, lounge, kitchen, toilet and precast fence, and being 7 Van Heerden Street, Seemeeupark, Welkom.

Terms: Ten per cent (10%) 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, c/o Israel & Sackstein, Attorneys for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Verw. NS490A.)

Saak 435/93**IN DIE LANDDROSHOF VIR DIE DISTRIK BARKLY-WES GEHOU TE BARKLY-WES**

In die saak tussen **Stannic**, Vonnisskuldeiser, en **S. C. Fourie**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Barkly-Wes, en 'n lasbrief vir eksekusie gedateer 7 Julie 1993, sal die volgende eiendomme verkoop word in eksekusie op Vrydag, 9 Desember 1994 om 10:00, by die Landdroskantoor, Brandfort.

1. Erf 674, geleë in die dorp en distrik Brandfort, gehou kragtens Akte van Transport T2709/1983.

Terme: 10% (tien persent) van die koopprys in kontant insluitende alle kostes in verband met die verkoping, advertensie-koste asook enige belastinge en die balans teen transport sal verseker moet word deur 'n goedgekeurde bank- of bouvereniging-waarborg binne 10 dae na datum van verkoping.

Afslaskommissie teen 5% (vyf persent) op die bruto verkoopprys is op die datum van verkoop betaalbaar, asook enige agterstallige belastinge.

C. M. de Bruyn & Vennote, Campbellstraat 9; Posbus 140, Barkly-Wes, 8375. [Tel. (053) 531-0691.]

Saak 907/94**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **P. A. H. de Winnaar**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die eiendom wat verkoop word op die hoek van Hoof- en Skoolstraat, Hertzogville, op Maandag, 12 Desember 1994 om 10:00, naamlik:

Erf 386, geleë in die dorp Hertzogville, distrik Boshof, groot 743 (sewehonderd drie-en-veertig) vierkante meter.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Die verbeterings bestaan uit: Besigheidsgebou van ongeveer 150 m² bestaande uit vyf vertrekke.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet 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 in my kantoor te Hoofstraat, kantoor van Henry Nicholson, Hertzogville, gedurende kantoorure.

D. J. Nortier, vir Naudes, Trustfonteingebou, St Andrewstraat 151; Posbus 153, Bloemfontein. Balju vir die distrik Hertzogville, Privaatsak X01, Hertzogville, 2690.

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 **Gopolang Arnold Mohlale** (born on 25 November 1966), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 9 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Site 11092, Mangaung, District of Bloemfontein, measuring 273 (two hundred and seventy-three) square metres, as indicated on General Plan L29/1986, held by Certificate of Registered Grant of Leasehold TL794/1989, and subject to certain conditions as set out therein.

Consisting of lounge/dining-room, three bedrooms, tile roof, kitchen, bathroom/toilet and wire fencing.

Terms: Ten per cent (10%) 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, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS328A.)

Saak 1737/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **Mpolokeng Joel Mafike**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 17 Oktober 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 9 Desember 1994 om 10:00, voor die Landdroshof, Odendaalsrus:

Al die reg, titel en belang in die huurpag ten opsigte van sekere Erf 3923, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 235 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL1452/1989 geregistreer op 15 Junie 1989.

Verbeterings: 'n Tweeslaapkamerwoonhuis met sitkamer, badkamer en kombuis.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings 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 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, Odendaalsrus, nagesien word.

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

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 418/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNINGMAN GEHOU TE HENNINGMAN

In die saak tussen **L & G Motor Spares**, Vonnisskuldeiser, en **L. C. Botha**, Vonnisskuldenaar

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verkry het op 31 Augustus 1994, en ter uitvoering van 'n lasbrief vir eksekusie gedateer 21 September 1994, sal die ondergenoemde eiendom per openbare veiling verkoop word te Elmboogstraat 1 en 3, Henningman, op 9 Desember 1994 om 11:30:

Erf 195 en 198, groot 195 - 1 439 vierkante meter en 198 - 1 004 vierkante meter, geleë te Elmboogstraat 1 en 3, Henningman.

Verbeterings: Erf 195 - onbebou en Erf 198 - geboue.

Terme: 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg voorsien binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die afslaer, P. J. Swart, Balju van die Landdroshof, Henningman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Henningman hierdie 8ste dag van November 1994.

Maree & Vennote, EMF-gebou, Steynstraat 40, Posbus 23, Henningman.

Case 7785/94

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Pretbrien Investments CC**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 31 August 1994 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates Courts Act, 1994, as amended, to the highest bidder on 13 January 1994 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Section 11 (eleven), as more fully appears on Sectional Plan 17/1983, in the building or buildings known as San Remo, measuring 69 square metres in extent, together with an undivided share in the common property and the grounds and building or buildings as more fully shown and described on the Sectional Plan 17/1983, in the building known as San Remo, which undivided portion in the communal property and grounds and building or buildings has been allocated according to the participation quota of the said section as specified in a schedule to the said sectional plan, held by the Defendant by virtue of Certificate of Registered Sectional Title 17/1983 (11), known as 17 San Remo Flats (unit 11), St Helena, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, bedroom, bathroom with toilet and carport (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% (ten per cent) thereof on the day of the sale, and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 15th day of November 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL562.)

Case 9145/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mandla Columbus Mojova**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 26 September 1994, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 13 January 1995 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 11645, situated in the Township Thabong, District of Welkom, measuring 366 (three hundred and sixty-six) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL545/1989, known as 11645 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms, bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% (ten per cent) thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the 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 14th day of November 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL706.)

Case 10191/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM**

In the matter between **ABSA Bank Limited**, Plaintiff, and **Elsebie Render**, Defendant

In pursuance of a judgment in the Court of the Welkom, Magistrate's Court, granted on 28 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 13 January 1995 at 11:00, at the Tulbagh Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Section 1 (one), as more fully appears on Sectional Plan 33/1989, in the building or buildings known as West Lake, measuring 133 square metres in extent, together with an undivided share in the common property and the grounds and building or buildings as more fully shown and described on the Sectional Plan 33/1989, in the building known as West Lake, which undivided portion in the communal property and grounds and building or buildings has been allocated according to the participation quota of the said section as specified in a schedule to the said sectional plan, held by the Defendant by virtue of Certificate of Registered Sectional Title 33/1989 (1), known as Section 1, West Lake, Erf 2675, 99 Long Road, Bedelia, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, two bathrooms with toilets, garage (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale, and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the 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 15th day of November 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN179.)

Saak 14297/94**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Johannes Cornelius Prinsloo**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 26 September 1994, sal die ondervermelde eiendom op 9 Desember 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Plot 9, synde 'n gedeelte van die plaas Donegal 1088, geleë in die plaaslike gebied Bainsvlei, distrik Bloemfontein (Dennelaan 8, Bainsvlei), groot 4,2827 hektaar, onderworpe aan sekere serwituut en spesiaal onderworpe aan 'n reg van weg soos meer volledig daarin uiteengesit, gehou kragtens Transportakte 478/1987, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, kombuis, sitkamer, badkamer, eetkamer en familiekamer.

Die koper moet afslagsgelde, 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 te Bloemfontein-Wes 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.]

Case 9812/94

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

In the matter between **First National Bank Limited**, Execution Creditor, and **Georgios Christou Theologou**, Execution Debtor

In pursuance of a judgment and a warrant of execution, dated 6 October 1994, in the Magistrate's Court, at Welkom, the following property will be sold in execution on Friday, 9 December 1994 at 11:00, at the Tulbagh Entrance, Magistrate's Offices, Heeren Street, Welkom:

Certain Erf 5504, Long Road 507, Sandania, Welkom, measuring 595 (five hundred and ninety-five) square metres, situated at the Town and District of Welkom, held by the Execution Debtor under Deed of Transfer T3723/1988, and dated 14 April 1988.

Improvements: Three bedroom house with kitchen, dining-room and sitting room.

Outbuildings: Double garage with servants' quarters and toilet facilities.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the approval of the Execution Creditor within seven (7) days, and further subject to the provisions of the Magistrates' Courts Act, No. 32 van 1944, as amended.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest on the purchase price calculated at the rate of 15,25% (fifteen comma two five per cent) per annum from 1 August 1994 to date of registration of transfer shall be paid within fourteen (14) days from date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale, which will be read by the Sheriff or the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, during office hours.

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

Schoeman Kellerman & Kotzé, Attorney for Execution Creditor, Primar Building, Reinet Street, P.O. Box 419, Welkom, 9460.

Saak 9812/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank**, Eksekusieskuldeiser, en **Georgios Christou Theologou**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie, gedateer 6 Oktober 1994 in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 9 Desember 1994 om 11:00, te die Tulbach ingang, Landdroskantore, Welkom:

Sekere Erf 5504, Longweg 507, Sandania, Welkom, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, geleë te die stad en distrik Welkom, gehou kragtens Akte van Transport T3723/1988, geregistreer 14 April 1988.

Verbeterings: Groot woonhuis met drie slaapkamers, groot kombuis, eetkamer en woonvertrek.

Buitegeboue: Dubbelmotorhuis met bediende kwartiere en toiletgeriewe.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne sewe (7) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na affhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf 1 Augustus 1994 tot datum van registrasie van transport sal binne veertien (14) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Geregsbode of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Geregsbode, Welkom, nagesien word.

Gedateer te Welkom op hede die 4de dag van November 1994.

N. C. Louw, vir Schoeman Kellerman & Kotzé, Prokureurs vir Eksekusieskuldeiser, Primargebou, Reinetstraat, Posbus 419, Welkom, 9460.

Saak 2300/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Alberts & Broodryk BK**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Bethlehem, en kragtens 'n lasbrief tot uitwinning dateer 5 September 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 6 Januarie 1995 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

Deel 2, soos aangetoon en meer volledig beskryf op Deelplan SS41/1985 (die sekere deelplan) in die skema bekend as Van Schalkwykgebou, ten opsigte van die grond en gebou, groot 120 vierkante meter, geleë te Restant Erf 1506, in die dorp en distrik Bethlehem, gehou kragtens Transportakte ST7736/92.

Ten opsigte van voormelde verbeterings word geen waarborg verstrekk nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die Eiser sal behartig, gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju, Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 10de dag van November 1994.

Harrington De Clerk & Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

Saak 381/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Khalibuyi Lucas Mokehlane**, Verweerder

Ingevolge uitspraak van die Landdros van Botshabelo, en lasbrief tot geregtelike verkoping gedateer 7 September 1994, sal die ondervermelde eiendom op 15 Desember 1994 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 579, Blok H, Botshabelo, met alle verbeterings daarop, gehou kragtens Grondbrief 853/1986 No. 853/1986, gedateer 23 Junie 1986, soos meer volledig sal blyk uit Algemene Plan PB44/1981, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer, kombuis en sitkamer.

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 te Botshabelo, nagesien word.

McIntyre & Van der Post, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

PHIL MINNAAR BK

(CK9329245/23)

BESTORWE BOEDELVEILING VAN BOSVELDPLASIE MET KLIPHUIS, DISTRIK MESSINA (NOORD-TRANSVAAL)

In opdrag van die Eksekuteur in die bestorwe boedel **J. J. Richards**, Boedelnommer 9925/94, verkoop ons die ondervermelde eiendom per openbare veiling op Saterdag, 3 Desember 1994 om 13:00.

Plek van veiling: Die plaas Fontainebleau. (Sien ligging).

Ligging: Vanaf Louis Trichardt na Messina en draai links by Tshipise/Mopane kruising tot by treinspoor. Pad draai skerp regs, draai regs op Nuweluspad vir 200m en draai links op Waterpoortpad, ry tot by Kortdraaipad en draai regs, ry tot tweede bultjie (pomphuis op regterhand), draai regs in by plaas (wildshek) — Sien rigtingwysers.

Beskrywing van eiendom: Gedeelte 25 van die plaas Fontainebleau 537, distrik Messina, Registrasieafdeling MS, Transvaal.

Groot: 120,5862 Ha.

Verbeterings: Bestaan uit 'n vyf-vertrek klipwoonhuis, sinkafdak en stoor, toegeruste boorgat, Eskomkrag en twee kante wildwerend omhein.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Skakel mnr. Smith by (01554-382) vir afspraak.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1; Posbus 28265, Sunnyside, 0132.

PINE KRITZINGER AFSLAERS BK

In opdrag van die Likwidateur van boedel **Johan Rossouw Beleggings BK**, in likwidasie, Meesterverwysing T3361/94, word die volgende besigheidsperseel per openbare veiling verkoop te Gedeelte 11, van Erf 102, Ventersdorp, beter bekend as Markstraat 36, Ventersdorp om 10:00, op 2 Desember 1994.

Bestaande uit winkel, ontvangs, kantoor, rekenaarkamer, stoor, verpakkingsafdeling, produksiekantoor, koelkamer, drie drogings sale en kombuis. Alle verwerkingsareas sowel as drogingsareas se vloere en mure is duursaam eteel. Gebou is toegerus met 'n alarmstelsel, diefwering, lugverkoeling en veiligheidsheining.

Die perseel is onmiddellik gesik vir enige verwerking en vleis of aanverwante produkte.

Belangrikste voorwaardes: 20% (twintig persent) by val van hamer, kontant of bankgewaarborgde tjek, binne 30 dae waarborge te lewer, B.T.W. betaalbaar op koopprys, 7 dae bekrachtigings periode en afslaerskommissie word deur die verkoper betaal.

Afslaersnota: Gebou is relatief nuut en in 'n baie netjiese en skoon toestand. (Baie goeie belegging).

Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. [Tel. (018) 462-9550/1.]

PINE KRITZINGER AFSLAERS BK

In opdrag van die Likwidateur in die gelikwideerde boedel **A. J. Weavers & Garments BK**, Meesterverwysings T3500/94, word die volgende bates per openbare veiling verkoop te Platinumstraat 1, Uraniaville, Klerksdorp om 10:00, op 1 Desember 1994.

Werkstafel, 600mm staal, twee lockers, 28 staalrakke, bank, bywater needleloom 3.6m, Garnett crosslapping machine, Garnett take-up roller, Joseph Lynx Freunaut machine, Dilo Loading Hopper, Licence Deusberg-Boston Production Line and Conveyer System, electric control-board (panel, switches, relays and cables), large extractor fan with filters, Tatem Card Model 1974, Single Doffer (1,8 metre bed), selves and maintenance spareparts, raw material bins and ocontainers.

Voorwaardes: Kontant en/of bankgewaarborgde tjeks, voetstoots, B.T.W. betaalbaar op volle koopprys. (Geen item mag verwyder word voor betaling ontvang is nie).

Die verkoper behou homself die reg voor om enige item voor die veiling te onttrek.

Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. [Tel. (0180) 462-29550/1.]

PINE KRITZINGER AFSLAERS BK

In opdrag van die Likwidateur, van **The House of Jeanall BK**, in likwidasie, voorheen handeldrywende as **Deli-Den**, Meestersverwysing T3345/94, word die volgende roerende bates per openbare veiling verkoop te Markstraat 36, Ventersdorp, om 10:00, op 2 Desember 1994.

Swartbord, twee stoele, rubbermat, tiksterstoel, twee vierlaai liasseer kabinette, driestuk L grys lessenaar, drie skilderye, radio, drie Imbuia stoele, Imbuia lessenaar, Imbuia koffietafel, twee gestoffeerde stoele, twee skilderye, staalkabinet, meger rekenaar (sonder drukker), kabinet teen muur, twee staal lessenare, rekenartafel, skrinkwrapmasjien (Hobar), tiksterstoel, houtlessenaar, boekrak, twee gestoffeerde stoele, 5 kg kompressor, verkoeler, biltongkas, L-vlekvryestaal toonbank, staalkas, 20 60kg plastiekbakke, dubbelkamer stikstof, gasverpakkingsmasjien (Bengasung), twee vlekvrystaaltafels, ses 3000 W verwarmers, ses 750mm waaiers, drie brandblussers, sewe vlekvrystaaltafels, twee staanwaaiers, 52 marineringsbakke 60kg, ketel, kombuisware, vlekvrystaaltafel, verpakkingsmateriaal en staalrakke.

Voorwaardes: B.T.W. betaalbaar op die volle koopsom van alle bates, voetstoots, kontant of bankgewaarborgde tjeks, geen bates mag verwyder word voor ten volle betaal is nie.

Die verkoper behou homself die reg voor om enige bates voor die veiling te onttrek.

Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. [Tel. (018) 462-9550/1.]

BAKGAT AFSLAERS

Behoorlik daartoe gelas deur die Eksekutrie in die boedel van **Chris Momberg**, word die ondergenoemde roerende bates per publieke veiling aangebied op Vrydag, 2 Desember te Hoewe 116, Eloff, 11:00 voetstoots vir kontant of bankgewaarborgde tjeks, Meesterverwysing 10974/94, **Christiaan Willie Momberg**.

Voertuie: Toyota Landcruiser Stasiwa JXG 330T, Beach Buggie MJM 961T, 4,5 meter motorboot op sleepwa 85 HP Suzukimotor, karavaan FBS 941T.

Vuurwapens: .22 Star Pistol, .22 Geweer Bruno, 3006 Geweer Bruno + Teleskoop, .44 Antieke Revolver, Geweersakke en Ammunisie, Bajonette, 410 Haelpistol Boito, 12 Boor Haelgeweer Enkelskoot, drie 303 Gewere, Oberndorf Maüser en skoonmaakstel.

Losgoedere: Rakhorlosie, kameralense, standers en sakke, video kamera en stander, skottelgoedwasser, airconditioner, mikrofoon, klokradio, Pentax verkyker, viedeomasiene VHS & Beta en rewinder, Pioneer Hi-Fi, seile, staalkaste en liasseer kabinet, Jerry kanne, elektriese tikmasjien, skeepslamp en staanlamp koper, boot petroltenk, golfstel en waentjie, Kirby stofsuier onderdele, hoëtrou luidsprekers, ou telefone, ligte elektriese optelmasjien, harp, kitaar, vaatjie, griespomp, boeke, elektriese koppelstukke, verskeidenheid gereedskap, gereedskap kas, kroegtoerusting, staalrakke, verskeie hout, tuin trekker en sleepwa, verskeie plastiese houters met spykers en skroewe, bote en moere, beta video kamera en kas en laaier en beskermkas, paraffien yskas, staal enkel beddens en matrasse, swembad stoele, skottelgoedwasser, wasbak, vlekvrystaal, rekenaar toerusting, muntversameling, klerasie, skrot planke, grassnyer, staal tafel en verskeie los goed.

Roete: Volg bakgat se aanwysers vanaf Delmas na Eloff op Springs pad.

Betaling: Kontant of bankgewaarborgde tjeks tensy vooraf met afslaers gereël.

Navrae: Kontak die afslaers (0157) 59714 Ben, 59707 Boela, 3126 tydens ure antwoorddiens en faks.

VAN'S AFSLAERS

In opdrag van die likwidateur van **C & C Kontrakteurs (Edms.) Bpk.**, in likwidasie, T3988/94, verkoop **Van's Afslaers** onvermelde boedelbates ter plaatse, sonder voorbehoud, of soos afgekondig, per openbare veiling op Maandag, 28 November 1994 om 10:00, tek Nadiestraat 5, Roshasia, Vereeniging:

Vragmotors, masjinerie, toerusting, gereedskap, meubels ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers (012) 335-2974.

SWANEPOEL & PARTNERS: NELSPRUIT

Duly instructed by The Provincial Liquidator

In the matter of Olwi Boerdery (Edms.) Beperk, in liquidation,

Master's Reference No. T3375/94

We will sell the following:

Portion 11 (portion of Portion 2) of the farm Peebles 31, Registration Division, JU, Transvaal, plus movables and Portion 26 (portion of Portion 2) of the farm Peebles 31, Registration Division JU, Transvaal:

Auction to be held at: On the property.

Date and time of auction: Friday, 2 December 1994 at 10:00.

Auctioneers: Swanepoel & Partners, Prorom Building, corner of Brown and Paul Kruger Streets, Nelspruit, 1200. Tel. 01311 x 52401: Mr Daan Viljoen.

Advertiser and address: Limvaal Trustees, P.O. Box 95002, Waterkloof, 0145.

Date: 1994-11-16.

Reference: V. A. van Diggelen/lvd.

BERNARDI AUCTIONEERS

INSTRUCTED BY THE TRUSTEE IN THE INSOLVENT ESTATE F. C. VAN DER MERWE, T3206/94, WE WILL SELL BY PUBLIC AUCTION

Two bedroomed Sunnyside flat with lock-up garage and good security.

To be sold on site 504 Jan F. E. Cilliers Building, Kotze Street, Sunnyside, on Tuesday, 29 November 1994, at 11:00.

Viewing: By appointment only.

Terms: 10% (ten per cent) deposit plus 14% (fourteen per cent) buyer commission at auction. Balance within 30 days from date of confirmation.

Bernardi Auctioneers, Tel. (012) 43-6914/5.

BERNARDI AUCTIONEERS

Instructed by the liquidator in the matter **Witbank Radiators & Mining Supplies**, in liquidation, T3601/94, we will sell by public auction:

Ford LDV, Fork lift, office furniture and equipment, compressor and cat radiator, to be sold on Thursday, 1 December 1994, at 11:00, at the Sheriff's Office, 3 Rhodes Street, Witbank.

Enquiries: Carl (012) 43-6914.

Bernardi Auctioneers. Tel. (012) 43-6914/5.

ERPO AFSLAERS BK

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel **D & A Vervoer**, T3418/94, verkoop ons die onderstaande per openbare veiling te Boschstraat 1, Rustenburg, Dinsdag, 29 November 1994 om 11:00:

Voertuie: 1978 MB 1926 enkel-as voorhakker, 1984 Man 16-240 enkel-as voorhakker, MB 1517 enkel-as 6 m³ tipbak, 1992 Nissan diesel DU 780 ADE 366 enkel-as 6 m met Zelna meubelbak, 1981 Man 19-280 enkel-as (sonder engin, ratkas en wiele), Man 16-240 (onderstel en kajuit en voor-as), Man 16-240 (onderstel en halwe kajuit), 1991 Isuzu KB 250 diesel Turbo, 1982 Toyota Hilux LAW met platbak sonder engin, 1985 International 510 B Payloader, 1993 Toyota Hilux 2.4D LWD, 1983 Datsun 1800 1800 LDV.

Sleepwaens: 14 m³ dubbel-as tipper leunwa, 13 m³ "dropside" enkel-as Swift leunwa, 13 m dubbel-as platbak leunwa, 3x dubbel-as Weldeck, dubbel crank Penttechnican meubel-leunwaens, 14 m³ Henred dubbel-as Couplyn tipper leunwa, 30 m³ 1986 Henred tipper leunwa, 5 m 4 wiel meubel kalfie, 5 m 4 wiel platbak kalfie.

Laaigraaf: 950 Cat, 950 Cat.

Losgoed: Man 2566 engin, drie Man diesel engines, ±100 komberse, kompressor, sitkamerstel, RAC welder, vyf lessenaars en vier stoele, CW/6 rekenaar, Nashau 3320 fotostaat-masjien, kombuisware en nog baie kantoor meubels, verskeie ander losgoed.

Terme: Streng kontant of bankgewaarborgde tjeks. BTW sal gehief word:

Navrae: Erpo Afslaers BK, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

In samewerking met Likiditer Afslaers, Johan Lubbe (011) 90-79015.

ERPO AFSLAERS**KOSTER**

Namens die kurator in die insolvente boedel **A. Venter**, T3780/94, verkoop ons die onderstaande vaste eiendom per openbare veiling te Randstraat 43, Koster, Maandag, 28 November 1994 om 11:00:

Beskrywing: Erf 121, Koster, Registrasieafdeling JP, Transvaal.

Groot: 2 855 vierkante meter.

Verbeterings: Sesslaapkamerwoonhuis.

Tyddeel: 78 Sabi River Sun week 29.

Terme: 15% (vyftien persent) by toeslaan van bod. BTW betaalbaar.

Bekragtiging: Binne 7 dae.

Navrae: Erpo Afslaers, Steenstraat 27, Rustenburg. Tel. (0142) 97-2532/3.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: A. J. NORMAN, MASTER'S REF. T3940/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 44 Woodlands Avenue, Hurlingham Extension 5, District of Sandton, PWV, on Wednesday, 30 November 1994, commencing at 10:30, a three bedroomed flat.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: G. F. LE ROUX, MASTER'S REF. T2968/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 694 Bernice Place, Garsfontein, District of Pretoria, Transvaal, on Thursday, 1 December 1994, commencing at 10:30, a three bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: M. C. VAN TONDER, MASTER'S REF. T1506/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 54 Scharbort Street, Trichard District, Eastern Transvaal, on Friday, 2 December 1994, commencing at 10:30, a seven 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: S. M. MOTALA, trading as SOLLY'S FABRICS, MASTER'S REF. T1213/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 30 Flamboyant Street, Akasia, District of Potgietersrus, PWV, on Thursday, 1 December 1994, commencing at 10:30, a vacant corner stand.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: A. A. VAN DEN BERG, MASTER'S REF. T3306/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 50 Basson Drive, Glenvista, District of Johannesburg, PWV, on Monday, 28 November 1994, commencing at 10:30, a three bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: C. L. DREYER, MASTER'S REF. T3583/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 513 Graniet Street, Silverton Ridge, District of Pretoria, PWV, on Wednesday, 30 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.

VERED-PUBLIC AUCTION**INSOLVENT ESTATE: B. G. PULLEN, MASTER'S REF. T145/94**

Instructed by the Trustee in the above matter we will sell by public auction Erf 645, Parkrand, Boksburg.

Improvements comprise entrance, lounge, dining-room, kitchen, three bedrooms and two bathrooms. Outbuildings include maids room and bathroom.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: Wednesday, 7 December 1994.

For further information and to view, please contact the Auctioneers: Vered, Tel. (011) 646-5432.

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN WONING TE EDENVALE MET BUITEGEBOUE EN SWEMBAD. NABY SKOOL

Behoorlik daartoe gelas deur die Kurator insolvente boedel **R. J. Herz, Meestersverwysing No. T105/94**, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Gedeelte 5, 'n gedeelte van Gedeelte 2 van Erf 138, Edenvale, geleë te 15de Laan 50, Edenvale.

Grootte: 991 vierkante meter.

Verbeterings: Drie slaapkamers, 1½ badkamers, sitkamer, eetkamer, kombuis en swembad. Buitekamer plus toilet. Langwerpige vertrek geskik vir kantore.

Plek: Op die perseel: 15de Laan 50, Edenvale.

Datum en tyd: Dinsdag, 6 Desember 1994 om 11:00.

Afslasnota: Goed geleë. Doen besigheid vanaf u woning.

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 afslasers.

Verdere navrae: Kontak Anna van der Watt: Meyer Afslasers/Eiendomsagente. Tel. (012) 323-7821 of Na ure (012) 45-4835 of Faks (012) 324-5119. Cell 082-448-393-2.

AUCOR**IRRIGATION FARM, KRUGERSDORP****ERLIMA BOERDERYE (PTY) LTD, SALE IN EXECUTION ON WEDNESDAY, 30 NOVEMBER 1994, AT 11:30**

Duly instructed by the creditors concerned, we will hereby sell these properties being Portion 155 (portion of Portion 16), Portion 11 (portion of Portion 6), Portion 28 (portion of Portion 6) and Portion 172 of the Farm Elandsvallei 249, Krugersdorp:

Description: This excellent irrigation farm is divided into four portions, all of which measure up to 124,6165 ha. The farm has pumping rights from the Rietspruit which runs through the property and has a permanent flow of water. There are also two dams in the Rietspruit with a pump station at the one dam. There are various crops planted on the farm such as potatoes, carrots and flowers which could be harvested within the next few months. The farm is easily accessible and is adjacent to the main road to Ventersdorp.

Directions: From Krugersdorp on R24 take the Krugersdorp/Magaliesburg road turn left towards Ventersdorp, pass the Battery Graansilo's. Drive for 4 km, just past the Rietspruit, the property is on the left. (Watch for posters.)

View: By appointment.

Terms: A 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

For further details please contact Aucor, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel. (012) 34-22041. 3423502/5/11.

AUCOR**MAGNIFICENT ARCHITECTONIC DOUBLE STOREY HOUSE, CLAUDIUS, PRETORIA****THE MATTER OF INSOLVENT ESTATE B. H. SOOPRAYEN, MASTER'S REFERENCE T2416/94, ON TUESDAY, 29 NOVEMBER 1994 at 10:30**

Duly instructed by the trustee, we will hereby sell this property being Erf 1287, Claudius, better known as 373 Ganges Street, Claudius Extension 1, Pretoria:

Description: This architectonic double storey house is entered into through a entrance hall and comprises of a lounge, dining-room, TV-room, guest toilet and a spacious kitchen. The upstairs section comprises of four bedrooms, the main one with a bathroom-en-suite and a walk-in cupboard/change-room. All the bedrooms have built-in cupboards and tiled floors. There is also a bathroom, separate toilet and a recreation room with a luxurious jacuzzi and shower facilities. Outbuildings include three lock-up garages, two servants' quarters and a bathroom. This house has a lovely well-kept garden surrounding it and is situated in an up-market area which is easily accessible. There is fire damage done to certain parts of the house.

Directions: On Quagga Road (R55) past Laudium turn left into Maxwell Road, right into Sastri and then left into Ganges Street. (Watch for posters.)

View: By appointment.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale.

There is a seven day confirmation period.

For further details please contact Aucor, 1077 Arcadia Street, Hatfield, Pretoria. Tel. (012) 34-22041. Fax (012) 342-2042.

PHIL MINNAAR BK

CK93/29245/23

VEILING VAN VERSKEIE INSOLVENTE EN BESTORWE BOEDELS — KANTOOR MEUBELS, VOERTUIG, VUURWAPENS, SLEEPER MEUBELS EN NOG MEER

In opdrag van die Kurators en Eksekuteurs in die onderskeie boedels:

Insolvente boedel **LW Diener**, T2811/94, insolvente boedel **C. J. van Eijk**, T2675/91, insolvente boedel **C. J. van Niekerk**, T4008/93, insolvente boedel **A. Coetzee**, T2055/93, insolvente boedel **I. en A. W. van Niekerk**, T3349/94, insolvente boedel **G. S. Spalding**, T2835/93, insolvente boedel **J. J. Pelser**, T2478/94, insolvente boedel **B. P. Kok**, T231/94, insolvente boedel **A. E. du Preez**, T962/93, boedel wyle **A. M. de Beer**, 11365/94, en boedel wyle **G. J. Nel**, 10004/94, verkoop ons die ondervermelde meubels, voertuie en vuurwapens per openbare veiling op Dinsdag, 29 November 1994 om 10:00.

Plek van veiling: Ons perseel (Skinnerstraat 405, Sunnyside, Pretoria).

Losbates:

Gewere:

7.62 Bisley Jaggeweër, 6.35 mm Baretta Pistol, .38 Special Smith and Wesson, .303 Parkerhawe geweer, 410 Carrero en Astelarra Haelgeweer, .22 Hornet Weirach met skoop, 12 Boor Winchester Model 1800, 7.65 mm Brevete Pistol en 410 Mossberg Haelgeweer.

Voertuie:

1984 Ford Sierra 2.3, 1987 Nissan Pulsar SX 1500, 1985 Toyota 1.6 GL, 1983 Renault GTL, 1982 BMW 518, 1984 Ford Escort, VW Kewer, 1980 VW Passat Stasiowa, Mitsubishi 8 Ton Beestrok, 1983 Mazda 323 1.5L, 1983 Ford XR3, 1982 Ford Granada 3 Lt, Baja Bug en 1985 Tredia Turbo.

Meubels:

Tiksterstoele, sitkamerstelle, nege stuk konferensiestel, Hasler Mailmaster, vyf blompotte, portrette, Toshiba faksmasjien, rekenaars, hoeveelheid wit-en-rooiwyne, televisies, dubbelbed, yskas, vierwiel trolle, Panasonic Onderwater Videokamera, twee eikehout lessenaars, vier boekrakke, gestoffeerde kantoor stoele, koffietafels, Nestle koffiemasjien, liaseerkabinette, drie Brother tikmasjiene, eikehout kroeg met stoele, regs handleidings, bababedjie, agtstuk eetstel, Avery skaal, trok en bakkie bande en nog vele meer.

Terme: Streng kontant of bankgewaarborgde tjek alleen.

Besigting: Vanaf Vrydag, 25 November 1994.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1. Posbus 28265, Sunnyside, 0132. [Fax (012) 322-9263.]

Reg word voorbehou om goedere by te voeg of weg te laat.

PLUS AFSALERS

INSOLVENTE BOEDELVEILING: J. F. JANSE VAN RENSBURG, MEESTERSVERWYSINGSNOMMER T1942/94

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling op 30 November 1994 om 10:00 en 12:00, Gedeelte 65, plaas Rietspruit 152, Kliprivier, en Erf 335, De Deur.

Voorwaardes: 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslaers, Tel. (011) 475-5133.

PLUS AFSLAERS

Insolvente boedelveiling: **V. G. R. BRANFORD**, Meestersverwysingsnommer **T4614/93**, **E. D. Packham**, T4577/93, **Z. A. Kolanus**, T2161/94 en **H. W. en D. Lindner**, T1418/94.

Berhoorlik gemagtig deur Kurators in bogenoemde boedels verkoop ons roerende goedere in die boedels per openbare veiling op 26 November 1994 om 10:30, te Limonitstraat 33, Wilropark.

Voorwaardes: Kontant of bangewaarborgde tjek.

Navrae: Skakel Plus Afslaers, Tel. (011) 475-5133.

J. G. W. AFSLAERS

CK90/35316/23

In opdrag van die Kurator van insolvente boedel **M. Freidberg**.

Meestersverwysingsnommer T3001/94 word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

Plek van veiling: Lautzlaan 82, La Hoff, Klerksdorp.

Datum van veiling: 2 Desember 1994.

Tyd van veiling: 10:00.

Onroerende eiendom:

1. Erf 770, geleë in die dorp La Hoff, Registrasieafdeling IP, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, badkamer, aparte toilet, sitkamer, eetkamer, kombuis, motorhuis en bediende-kamer met toilet. Erf omhein.

Afslasnota: Baie netjiese huis in 'n stil woongebied.

Verkoopvoorwaardes: 20% (twintig persent) deposito van die koopsom betaalbaar onmiddellik op die veiling en die balans by bekragting van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskapsrentekoerse op eerste verbande.

Vir enige vrae kontak: Warrick Heppell, Tel. (018) 462-2711.

Die volledige voorwaardes van verkoping is beskikbaar by J. G. W. Afslasers, Andersonstraat 23, Klerksdorp, Tel. (018) 462-2711. Slegs kontant of bankgewaarborgde tjek.

VAN'S AFSLAERS**VEILING WOONHUIS**

In opdrag van die Kurator van insolvente boedel **P. P. en M. M. du Plessis**, T2848/94, verkoop Van's Afslasers, ondervermelde eiendom, onderhewig aan bekragting, per openbare veiling op 28 November 1994 om 11:00, te Kromstraat 100, East Lynne, Pretoria.

Beskrywing: Gedeelte 19 van Erf 208, East Lynne.

Groot: 1 211 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer, sit-/eetkamer, kombuis, bediende-kamer en motorhuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslasers, Tel. (012) 335-2974.

VAN'S AFSLAERS**VEILING WOONHUIS**

In opdrag van die Kurator van insolvente bestorwe boedel **A. Tangavelu**, 3581/92, verkoop Van's Afslasers ondervermelde eiendom, onderhewig aan bekragting, per openbare veiling op 29 November 1994 om 11:00, te Senoritastraat 425, Christoburg, Pretoria.

Beskrywing: Erf 247, Christoburg.

Groot: 1 572 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer, sit-/eetkamer en kombuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslasers, Tel. (012) 335-2974.

BOYCOR AUCTIONEERS**AUCTION — THREE EXCELLENT FARMS IN GREYLINGSTAD, TRANSVAAL**

Duly instructed by the Interim Curator in the insolvent estate of **J. F. Coetsee**, Master Reference T3025/94, we are selling the undermentioned immovable property by public auction subject to confirmation by the trustee within seven days after the fall of the hammer, on Thursday, 1 Desember 1994 at 11:00, farm Zyferfontein.

From Greylingstad take Villiers sand road. 150 meter take Rietfontein turnoff to right. Four and a half km on right hand side (follow direction boards).

1. Zyferfontein 576, Portion 3, Registration IR, 125,8046 ha, 38 ha dryland, 14 ha established eragrostis, balance natural grazing divided into three camps and two boreholes - equipped, honiestead, 10 unit tandum Alfa Laval milk palour, etc.

2. Zyferfontein 576, Portion 12, Registration IR, 125,8046 ha, 38 ha dryland, 14 ha established eragrostis, balance natural grazing (meadow and randtjies veld), perennial creek, earthdam plus three boreholes - two equipped. Large house with well established garden. Milking stable with Alfa - Laval pipeline system, large shed, stonebuild - kraal, calvepens, etc.

3. Zyferfontein 576, Portion 13, Registration IR, 125,8046 ha, 48 ha established grazing consisting of 34 ha eragrostis and silki and 10 ha Smutsvinger, 12 ha dryland, 77 ha natural grazing (meadow and randtjies veld) with perennial fountains. Strong borehole with windmill.

Conditions of sale: 20% (twenty per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer. Confirmation within seven days, approved guarantees within 14 days after confirmation. Balance on registration.

Enquiries: Boycor Auctioneers, 8 Albert Street, Heidelberg, Transvaal. [Tel. (0150) 6624.]

BOYCOR AFSLAERS**VEILING — DRIE PUIK PLASE TE GREYLINGSTAD, TRANSVAAL**

In opdrag van die voorlopige Kurator in die insolvente boedel van **J. F. Coetsee**, Meesterverwysing T3025/94, verkoop ons die ondervermelde onroerende eiendomme per openbare veiling, onderhewig aan bekragtiging deur die Trustee binne sewe dae na die val van die hammer, op Donderdag, 1 Desember 1994 om 11:00, plaas Zyferfontein, te Greylingstad.

Vanaf Greylingstad neem die Villiers grondpad. 150 meter draai regs met Rietfontein groot pad. Vier en 'n halwe km op egterkant (volg aanwysings).

1. Zyferfontein 576, Deel 3, Registrasie IR, 154,5669 ha groot. Evkom krag, 30 ha droë lande, 20 ha gevestigde weiding - res natuurlike weiding verdeel in drie kampe, twee boorgate - een toegerus. Woonhuis, melkstal plus 10 eenheid visgraat Alfa Laval, ensomeer.

2. Zyferfontein 576, Deel 12, Registrasie, 125,8046 ha groot, 38 ha droë lande, 14 ha gevestigde eragrostis. Balans natuurlike weiding (vlei en randtjies) standhoudende spruit, grondnam en drie boorgate - twee toegerus met Alfa Laval oplynstelsel, groot stoor, klipkraal, kalwerhokke en kampies, ens.

3. Zyferfontein 576, Deel 13, Registrasie IR, 125,8046 ha groot, 48 ha gevestigde weiding bestaande uit 34 ha eragrostis en silki en 10 ha Smutsvinger met 12 ha droëlande, 77 ha natuurlike vlei weiding met standhoudende fonteine en randtjies weiding, sterk boorgate toegerus met windpomp, ens.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bank waarborg tjek met die toeslaan van die bod, bekragtiging binne sewe dae, goedgekeurde waarborge binne 14 dae hierna. Balans met registrasie.

Navrae: Boycor Afslaers, Albertstraat 8, Heidelberg, Transvaal. [Tel. (0151) 6624.]

JAN DE BEER AFSLAERS/AUCTIONEERS**INSOLVENTE BOEDELVEILING VAN PLAASIMPLEMENTE, VOERTUIE, WINKELVOORRAAD TE MARBLE HALL**

In opdrag van die Kurator, in die insolvente boedels van **A. en P. W. Ehlers** (Meestersverwysingsnommer T2142/94), en **M. H. W. de Villiers** (Meestersverwysingsnommer T1010/94), asook die Beredderaar in die artikel 27, Landboukredietboedels van **J. M. en M. C. de Klerk** (Meestersverwysingsnommer T1373/93), sal ons die ondergenoemde bates per openbare veiling te koop aanbied op Donderdag, 24 November 1994 om 14:00.

Winkelvoorraad bestaande uit verskeie geskenke en skryfbehoeftes (nuwe handelsvoorraad ten opsigte van geslote handelssaak), glasvertoonkaste, verskeie staalrakke asook ander vertoonkaste, op die voorwaardes hieronder vermeld.

En op Vrydag, 25 November 1994 om 10:00 die volgende plaasimplimente en voertuie op die voorwaardes hieronder vermeld:

Vetsak 2.7 Kontra Snyer, drie ton sleepwa, twee wiel sleepwa, kunsmisstrooier, twee tabak-oeswaentjies, Apex 3-skaar ploeg, Rall 2-ry skoffel, landskaaf, tabak Walmaker en kunsmis strooier, tabak kapper, twee planters, International 1980 Trekker 1086, International 434 Trekker, International 844 S Trekker-1976 model, Ford 910 vragmotor - 1980 model, drietand Vetsak ripper, soilmaster tiller, F M C Spuit, sweismasjien en Protea tabakmassadroër.

En op Vrydag, 25 November 1994 om 14:00, die volgende plaasimplimente en voertuie asook ontboste weidingsgedeelte, op die voorwaardes hieronder vermeld:

1972 International 574 Trekker, 13-ry John Deere Koringplanter, 12 skottel Pioneer Dis, 1970 Volvo 650 Trekker en drieskaar International Ploeg.

Plek van veiling:

(a) Om 14:00 op 24 November 1994, te nywerheidsgebou bekend as Marble Hall Wholesale Liquor Store (oorkant Shopline Holdings), geleë te Erf 871, Diamantstraat, Nywerheidsgebied, Marble Hall, kyk uit vir ons veilingsborde.

(b) Om 10:00 op 25 November 1994, te Perseel G32, Rooibokkop, Marble Hall. Neem Marble Hall/Groblersdal teerpad vir ± 5 km, draai links af by Visserynavorsingstasie-pad vir 10 km, draai links, kyk uit vir ons veilingsborde;

(c) Om 14:00 (2 nm), op 25 November 1994, te Perseel E1, Wolwekraal, Marble Hall. Neem Marble Hall/Groblersdal teerpad vir ± 2,5 km, draai regs af by Bronkhorstspuit/Groblersdal afdraai vir ± 16 km, draai regs, volg grondpad tot by doodloop teen kanaal, draai regs vir ± 2 km, kyk uit vir ons veilingsborde.

Verkoopvoorwaardes: Kontant of per bankgewaarmede tjek vir los bates, op datum van veiling plus 14% (veertien persent) BTW. Verdere volledige verkoopvoorwaardes lê ter insae by die afslaers. Vir meer besonderhede kontak afslaers.

Afslaers: Jan de Beer Afslaers, De Juregebou, Staatsplein, Posbus 217, Marble Hall, 0450. [Tel. (012020) 3187.]

Navrae: Jan de Beer.

PLUS AFSLAERS**BESTORWE BOEDEL VEILING WYLE D. M. JANSE VAN VUUREN**

Berhoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling op 26 November 1994 om 10:30, op perseel Erf 2216, Wilropark-uitbreiding 12, en roerende bates.

Voorwaardes: Onroerende bates: 20% (twintig persent) van verkoopprijs kontant of bankgewaamborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 dae van bevestiging van verkoping.

Navrae: Skakel Plus Afslaers, Tel. (011) 475-5133.

CAPE • KAAP

KLK**OPENBARE VEILING VAN DIE KALAHARIPLAAS JAKKALSDANS, OP WOENSDAG, 7 DESEMBER 1994 OM 10:00 TE
KLK HOOFKANTOOR**

In opdrag van die voorlopige Kuratore van die insolvente boedel van **Jacobus Stephanus Burger**, word die ondergemelde eiendom per openbare veiling verkoop.

1. *Die eiendom*: Sekere stuk eiendom bekend as Gedeelte 54 (Jakkalsdans), van die plaas Kalahari-Wes 251, geleë in die afdeling Gordonia, groot 8 264,6525 hektaar.

2. *Weiding*: Die weiding bestaan uit tipiese golwende Kalahari duineveld, goed bedek met al die bekende grasse van die omgewing en is die plaas geleë in 'n goeie reënvalgebied.

3. *Verbeterings*: Daar is 'n 10 vertrek asbeswoning, 'n ou woning wat as skuur gebruik word, 'n skeerskuur en drie tweevertrek arbeiderswonings, asook 'n enjinkamer. Die plaas is met jakkalsproef omhein en verdeel in 20 kampe, met 'n suiping in elke kamp. Die water word verkry uit die Kalahari-Wes pyplyn.

4. *Ligging*: Die eiendom is geleë ongeveer 180 km noord van Upington en die nuwe Kalahari teerpad sal ongeveer 20 km wes van die plaas verbyloop.

5. *Afslatersnota*: Ten spyte van die huidige droë tydperk, is daar nog heelwat droë weiding op die plaas beskikbaar. Hierdie is 'n wonderlike geleentheid om 'n unieke plaas in die Kalahari te bekom.

Die koopkontrak met alle besonderhede is beskikbaar by die afslaters en by Nelius Carr van die firma Lange Joubert Carr & Blaauw.

Navrae: K.L.K., Posbus 86, Upington. [Tel. (054) 2-4011.]

Kontakpersone: Piet le Roux en A. Vermeulen. [Na-ure: Tel. (054) 2-5292.]

AUCOR CAPE (PTY) LTD**PUBLIC AUCTION****HOUSE AND FURNITURE**

Blue Horizon Bay (20 km South of Port Elizabeth), insolvent estate **A. M. Swart**, Master's Ref. T2411/94.

Furniture in house, insolvent estate **U. Swart**, Master's Ref. T2412/94.

Duly instructed we will sell the residence and furniture on the spot 1 Lupin Street, on Wednesday, 30 November 1994 at 12:00.

Viewing: Contact the auctioneers.

Terms: 20% (twenty per cent) deposit, balance within 30 days.

Enquiries: Aucor Cape (Pty) Ltd, 5 Fisher Avenue, Epping Industria. [Tel. (012) 54-4446.] [Fax (021) 54-4777.]

NATAL

TRITON PROPERTIES (PTY) LTD**INSOLVENCY PROPERTY AUCTION****INSOLVENT ESTATE K. SADAYAN (MASTERS REF. N269/94)**

Instructed by the Trustees, Ross Van der Schyff and Eric Meyer, we will auction the following property, subject to confirmation within 14 days, Lot 1683, Isipingo Extension 11, in extent 929 square metres, situated at 60 Jadwat Street, Isipingo.

Improvements: Consists of a three bedroomed house with modernised kitchen and the normal amenities, plus a self-contained flat, comprising kitchen/dining-room, lounge, bedroom and own bathroom.

Auctioneer's notice: This property is highly suitable for an extended family.

Conditions: 15% (fifteen per cent) deposit by bank-guaranteed cheque at the fall of the hammer, balance by suitable guarantees within 30 days of confirmation.

Venue: On site.

Date: 30 November 1994.

Time: 14:30.

Viewing and enquiries: Dudley McCornick, Tel. (031) 709-0955 (all hours).

Strauss Daly.

Lynn & Berrangé.

Subject to change without prior notice.

PETER WILLIAMS AUCTION SALES

Reg. No. 83/3833

DECEASED AND INSOLVENT ESTATES SALE OF FIRE-ARMS, MOTOR VEHICLES, FURNITURE, TWO TIMESHARE WEEKS, OCEANIC, NATAL, ETC. ETC.

Duly instructed thereto as set out hereunder, we will sell, entirely without reserve, at our auction rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Wednesday, 30 November 1994 at 10:00, the undermentioned:

Insolvent estate late **J. C. Botha** (T2742/93), estate late **E. R. de Beer**, **M. E. Jonker**, **P. J. van Straaten** and **J. P. van Staden**.

1983 Toyota Hilux 4 x 4 (not in running order), 1981 Ford Escort automatic, TV sets, fridges, music centre, washing machines, tumble-drier, beds, headboards, dining-room, suite, lounge suites, etc. Astra 6.35 pistol, Walther .22 rifle, Marlin. 22 rifle. Weeks 6 and 7, Oceanic, Natal, annual levy R452,10 per week.

Baby's Paradise CC (in liquidation) (T1527/94), **Moloto Slaghuis en Algemene Handelaars CC** (in liquidation) (T2321/94), **J. C. Sandmann CC** (in liquidation) (T1185/94) and others.

Ladies' and childrens clothing, shoes, shelving, structural timber, groceries, oil, polish, stationery, wardrobes, coal stove, 1988 Isuzu BK, computers, monitors, printers, etc. etc.

Terms: Strictly bank-guaranteed cheques or cash.

For further details: Contact the auctioneers, Peter Williams Auctioneering and Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

BONANZA AUCTIONEERS

INSOLENT ESTATE

Heading and text of notice: Duly instructed thereto by the Trustees **P. J. Shorie**, in the insolvent estate of **Primeinvest 221 (Pty) Ltd**, Masters Reference N416/94, we will sell, subject to confirmation, on 2 December 1994 at 10:00, at the Flat 85, Section 48, Lot 2054, North Beach Road, in the Municipal Area of Umhloti (82 square metres) premises the property mentioned herein.

Quantity description: Flat 84, Section 48, Lot 2054, North Beach Road, in the Municipal Area of Umhloti (82 square metres).

Bonanza Auctioneers, Suite 7, Parkard House, Ohmzone Street, Alton, Richards Bay; P.O. Box 21438, Richards Bay, 3900. (Fax 97-4517.)

Date and telephone number: 22 September 1994, Tel. (0351) 97-4502/514.

Use it

Don't abuse



it

water is for everybody



Werk mooi daarmee

Ons leef



daarvan

water is kosbaar

Important

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therewith

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TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape	63
Natal	90
Orange Free State	116
Public auctions, sales and tenders	124

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	10
Geregtelike verkope:	
Provinsies: Transvaal.....	10
Kaap	63
Natal	90
Oranje-Vrystaat	116
Openbare veilings, verkope en tenders	124
