

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 354

PRETORIA, 23 DECEMBER  
DESEMBER 1994

No. 16182

*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

|  |       |
|--|-------|
| <b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....   | 12,60 |
| <b>BUSINESS NOTICES</b> .....  | 30,00 |
| <b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> 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.  |       |
| <b>LOST LIFE INSURANCE POLICIES:</b> Form VL .....   | 15,10 |
| <b>UNCLAIMED MONEYS</b> —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 TARIEWE EN VOORWAARDES VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

**(INWERKINGTREDING: 1 APRIL 1994)**

## LYS VAN VASTE TARIEWE

### *Gestandaardiseerde kennisgewings*

*Tarief per  
plasing*

R

|   |       |
|---|-------|
| <b>BESIGHEIDSKENNISGEWINGS</b> .....  | 30,00 |
| <b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....   | 12,60 |
| <b>INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS:</b> 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.  |       |
| <b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") ..... | 7,40  |
| <b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL .....   | 15,10 |

### *Nie-gestandaardiseerde kennisgewings*

|   |        |
|---|--------|
| <b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :   |        |
| Alle provinsies verskyn op eerste Vrydag van elke kalendermaand .....   | 42,70  |
| <i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>  |        |
| <b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>   |        |
| 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 |
| <b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....  | 45,20  |
| <b>MAATSKAPPYKENNISGEWINGS:</b>   |        |
| 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 |
| <b>ORDERS VAN DIE HOF:</b>  |        |
| Voorlopige en finale likwidasies of sekwestrasies.....  | 75,20  |
| Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking .....  | 200,30 |
| Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> .....  | 200,30 |
| Verlenging van keurdatum .....  | 25,20  |
| Tersydestelling en afwysings van aansoeke (J 158) .....   | 25,20  |

**WORD COUNT TABLE**

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

**WOORDETAL-TABEL**

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

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

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

### SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

### APPROVAL OF NOTICES

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

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

### LIABILITY OF ADVERTISER

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

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

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

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

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

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

### GOEDKEURING VAN KENNISGEWINGS

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

### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

### AANSPREEKLIKHEID VAN ADVERTEERDER

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

## COPY

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

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

- (1) The kind of notice.

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

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

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

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

## PAYMENT OF COST

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

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

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

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

## KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

## BETALING VAN KOSTE

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

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

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

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



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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

**PROOF OF PUBLICATION**

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

**BEWYS VAN PUBLIKASIE**

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

***Important Notice***

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

***Belangrike Kennisgewing***

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

**IMPORTANT ANNOUNCEMENT**

*Closing times **PRIOR TO PUBLIC HOLIDAYS** for*

**LEGAL NOTICES**  
**GOVERNMENT NOTICES** **1994**

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

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

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

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

**BELANGRIKE AANKONDIGING**

*Sluitingstye **VOOR VAKANSIEDAE** vir*

**WETLIKE KENNISGEWINGS**  
**GOEWERMENSKENNISGEWINGS** **1994**

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

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

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

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

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

## GEREGTELIKE VERKOPE • SALES IN EXECUTION

### TRANSVAAL

Case 9756/94

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

In the matter between **First National Bank**, Plaintiff, and **Van der Valk: D D (Mrs)**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 14 November 1994, and a writ of execution dated 14 November 1994, the following will be sold in execution without reserve to the highest bidder on 13 January 1995 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Certain Erf 1851, Sunward Park Extension 4 Township, Registration Division IR, Transvaal, measuring 1 040 (one thousand and forty) square metres, held by the Mortgagor under Deed of Transfer T17719/1994, situated at 9 Norris Street, Sunward Park, Boksburg.

*Improvements:* Improvements cannot be guaranteed.

*Terms and conditions:*

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

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

Dated at Boksburg this 28th day of November 1994.

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

Case 2324/92

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Lendrum: Hugh Carson (Mr)**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 5 June 1992, and a writ of execution dated 6 July 1994, the following will be sold in execution without reserve to the highest bidder on 13 January 1995 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Certain Remaining Extent of Erf 169, Witfield Township, Registration Division IR, Transvaal, measuring 1 554 (one thousand five hundred and fifty-four) square metres, held by the Mortgagor under Deed of Transfer T17133/1977, situated at 16 Lincoln Street, Witfield, Boksburg.

*Improvements:* Improvements cannot be guaranteed.

*Terms and conditions:*

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

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

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

Dated at Boksburg this 29th day of November 1994.

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

Saak 3785/94

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 **Gillian Colette Davis**, voorheen Gibson, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 12 Januarie 1995 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 3, soos meer breedvoerig beskryf word op Deeltitel Plan SS15/79 in die skema bekend as Lethabo geleë te Gedeelte 1 van Erf 1781, Birchleigh-uitbreiding 8-dorpsgebied, plaaslike owerheid Kempton Park, gehou onder Titelakte ST15/79 (3) eenheid, grootte 123 (eenhonderd drie-en-twintig) vierkante meter, ook bekend as Wooneenheid 3, Lethabo, Elginweg, Birchleigh-uitbreiding 8.

*Beskrywing:* Eenheid bestaande uit eetkamer, kombuis, twee slaapkamers, twee toilette, badkamer en sitkamer. Alles onder 'n teëldak, motorhuis en 'n motor oprit. 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 17de dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. van Heerden/AB1128.)

**Saak 4608/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK**

In die saak tussen **Mercantile Bank Limited**, trading as Mercantile Savings & Loans, Eiser, en **Santo Thomas Lelokoane**, Eerste Verweerder, en **Masekati Enia Paulina Lelokoane**, 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, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Landdroshof, verkoop word:

Erf 3169, Zone 13, Sebokeng, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Sebokeng, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL79555/90, grootte 258 (tweehonderd agt-en-vyftig) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- of sementwoonhuis bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

*Die wesentlike voorwaardes van verkoop is:*

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 18de dag van November 1994.

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

**Saak 974/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG, TRANSVAAL GEHOU TE HEIDELBERG, TRANSVAAL**

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, Eiser, en **Tania Maria Snyman**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Heidelberg, en 'n lasbrief vir eksekusie gedateer 16 Augustus 1994, sal die ondervermelde eiendom op 6 Januarie 1995 om 09:00, voor die Landdroshof te Heidelberg, aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 2453, geleë in die dorp Heidelberg-uitbreiding 8, Registrasieafdeling IR, Transvaal, groot 1 697 (een ses nege sewe) vierkante meter.

Die eiendom is geleë te Witstinkhoutlaan 10, Overkruin, Heidelberg.

*Verbeterings:* Geen—leë erf.

*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, Heidelberg, oorhandig word.

Die volledige voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju, Ueckermannstraat, Heidelberg, gesien word.

Gedoen en geteken te Heidelberg op die 25ste dag van November 1994.

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

**Case 31909/92  
PH140**

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited, and prior to that known as Nedbank Limited), Plaintiff, and **The Martin Hammerschmidt Trust**, First Defendant, and **Hammerschmidt, Martin Erich Otto**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 13 January 1995, at 10:00, at the offices of the Sheriff, of the Supreme Court, Ground Floor, 100 Grayston Drive, Sandton, to the highest bidder:

Erf 102, Hurlingham Township, Registration Division IR, Transvaal, in extent 4 106 (four thousand one hundred and six) square metres, held under Deed of Transfer T22031/1985, situated at 37 Kinross Avenue, Hurlingham, Sandton.

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

*Improvements:* Residential dwelling.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration or transfer at the rate of 16,75% (one six comma seven five per centum) per annum shall be paid or secured by a bank of building society guarantee within 14 (fourteen) days of the sale.

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

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

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate, P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. N5373 Mr Orelowitz/ab.)

Saak 36/94

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELFAST GEHOU TE BELFAST

In die saak tussen **Stadsraad van Belfast**, Eiser, en **H. L. Le Roux**, Verweerder

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 3 Mei 1994, toegestaan is op 13 Januarie 1995, om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor Belfast, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Erf 261, geleë in die dorpsgebied Belfast, Registrasieafdeling JS, Transvaal, groot 2 855 vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T57174/84.

*Die eiendom is as volg verbeter:* Geen.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprijs 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 koopprijs op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Belfast op hede die 1ste dag van Desember 1994.

V. W. Weimar, vir Victor D. Weimar & Seuns, Prokureurs vir Eiser, Vermootenstraat, Posbus 11, Belfast, 1100.

Case 20261/1994  
PH 196

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mzizi, Pecc**, Defendant

In execution of 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 12 January 1995, at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 441, in the Township of Pimville Zone 7, Registration Division IQ, Transvaal, in extent 335 (three hundred and thirty-five) square metres, situated at 441 Pimville Zone 7, Soweto.

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

*Outbuildings:* Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. SOMA/MN5064.)

Case 8749/94  
PH 196

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Ebel, Stanley Richard**, Defendant

In execution of 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 12 January 1995, at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Erf 1051, in the Township of Kibler Park, Registration Division IQ, Transvaal, in extent 1 090 (one thousand and ninety) square metres, situated at 9 Kruger Road, Kibler Park, Johannesburg.

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

*Flatlet:* Fitted carpets and slate floors, consisting of lounge, kitchen, two bedrooms, shower and w.c.

*Outbuildings:* Garage and concrete boundary walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. SOMA/MN6537.)

Case 8730/94  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Leisher, Maroon John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 12 January 1995, at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 601, in the Township of Kenilworth, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 239 Church Street, Kenilworth, Johannesburg.

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

*Outbuildings:* Double garage, servant's quarters, store-room, w.c., boundary brick walls, concrete walls and paving.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. SOMA/MN6566.)

Case 25579/94  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Starnes, Ian**, First Defendant, and **Starnes, Kathryn Amanda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 12 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 1002, in the Township of Kibler Park, Registration Division IR, Transvaal, in extent 1 091 (one thousand and ninety-one) square metres, situated at 4 Van der Merwe Street, Kibler Park, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under everite slate roof. Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and w.c. separate.

*Outbuildings:* Garage, w.c. and concrete boundary walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. SOMA/MN6284.)

Case 8812/94  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Van der Walt, Hermanus Carel**, First Defendant, and **Van der Walt, Patricia Anne**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 12 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 159, in the Township of Forest Hill, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 47 Schuller Street, Forest Hill, Johannesburg.



The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under pitched corrugated iron roof. Floors: Fitted carpets and tiles, comprising lounge, entrance hall, dining-room, kitchen, five bedrooms, two bathrooms, shower, two w.c.'s and bidet.

*Outbuildings:* Servants' quarters, storeroom, w.c., brick and concrete boundary walls, filtered swimming-pool and paving.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6547.)

#### Case 3551/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Robert Rolfe Venter**, Identity Number 5810105353008, Defendant

Kindly take notice that pursuant to a judgment granted on 24 October 1994 and warrant of execution dated 24 October 1994, the following property will be sold in execution on 25 January 1995 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni, Holding 12, Benoni North Agricultural Holdings, Registration Division IR, Transvaal.

*Improvements:* Single-storey facebrick under tile, entrance hall, lounge, dining-room, study, family room, three bedrooms, two bathrooms, two showers, three w.c.'s, dressingroom, kitchen, scullery, double garage, outside room, bath/w.c., paving and wall, known as 12 Kirschner Road, Holding 12, Benoni North Agricultural Holdings, Benoni.

*Terms and conditions:*

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

*Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the Magistrates' Courts Office, Benoni.

Dated at Benoni on the 7th day of December 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1254.)

#### Case 7653/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Petrus Jacobus Lodewicus Odendaal**, First Defendant, and **Melise Odendaal**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 7 November 1994, and warrant of execution dated 7 November 1994, the following property will be sold in execution on Friday, 20 January 1995 at 11:00, at the offices of the Magistrate's Court, 439 Prince George Avenue, Brakpan:

Erf 1112, Dalpark Extension 9 Township, Registration Division IR, Transvaal.

*Improvements:* Single storey, brick under tile, lounge, dining-room, three bedrooms, kitchen, two bathrooms/w.c.'s, garage, outside toilet, brick driveway, pre-cast walling, known as 34 Wordsworth Street, Dalpark, Brakpan.

*Terms and conditions:*

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

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

Dated at Benoni on the 7th day of December 1994.

M. C. Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1303.)

#### Case 3621/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nicolaas Vlok**, First Defendant, and **Heila Magdalena Vlok**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 7 June 1993 and warrant of execution dated 16 June 1993 (re-issued) the following property will be sold in execution on 25 January 1995 at 11:00, at the offices of the Magistrate Court, Harpur Avenue, Benoni:

Section 1, as shown and more fully described on Sectional Plan SS1/89 in the building known as Crystal Park Mews, situated in the Township of Crystal Park, floor area 157 (one hundred and fifty-seven) square metres, and an undivided share in the common property, Reg Sectional Title ST1/1989 (1) Unit.



**Improvements:** Duplex townhouse, lounge/dining-room, kitchen, TV-room, four bedrooms, bathroom/toilet, shower/toilet, guest toilet and double carport, known as Unit 1/Flat 14, Crystal Park Mews, Saldanha Street, Crystal Park, Benoni.

**Terms and conditions:**

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

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

Dated at Benoni on the 7th day of December 1994.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1137.)

**Case 24619/94**

**PH 196**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Groves, Stephen Howard**, First Defendant, and **Groves, Susan Anne**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 12 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 265, in the Township of Kibler Park, Registration Division IQ, Transvaal, in extent 1 024 (one thousand and twenty-four) square metres, situated at 59 Sunningdale Drive, Kibler Park, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under slate roof. Floors: Fitted carpets and tiles, comprising lounge, TV room, bar area, dining-room, study room, kitchen, pantry, four bedrooms, three bathrooms, three showers and three w.c.'s.

**Outbuildings:** Two garages, carport, laundry, concrete and pre-cast boundary walls and swimming-pool.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6431.)

**Saak 35/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST**

In die saak tussen **Stadsraad van Belfast**, Eiser, en **C. J. Smit**, Verweerder

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 3 Mei 1994 toegestaan is, op 13 Januarie 1995 om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Belfast, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Erf 1270, geleë in die nywerheidsgebied Belfast, Registrasieafdeling JS, Transvaal, groot 4 326 vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T22529/90.

Die eiendom is as volg verbeter: Geen.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waargorg 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, ens. op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Belfast op hede die 1ste dag van Desember 1994.

V. W. Weimar, vir Victor D. Weimar & Seuns, Prokureurs vir Eiser, Vermootenstraat, Posbus 11, Belfast, 1100.

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. B. Ndabandaba**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 22 April 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 January 1995 at 10:00, in front of the Magistrate's Office, Dukuza:

Unit 180, Situlwane Area, District of Okhahlamba, Quote Ref. No. 9/5/3/2/13/180 being 0,2141 hectare.

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

*Improvements:* Fruit and vegetable dealer and restaurant, extent 0,2 141 hectare.

*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 10 January 1995 at 10:00, at the Magistrate's Office, Dukuza.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Ltd, within 21 days.

Dated at Ladysmith on this 6th day of December 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF414.)

Case 20566/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Sheldon Bernard Lysander**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 11 November 1994 will be sold in execution on Thursday, 19 January 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 3823, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, in extent 300 (three hundred) square metres, situated at 5 Galena Street, Ennerdale Extension 5, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached. Walls: Brick and plaster. Roof: Tile. Floor: Fitted carpets and tiles. Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet.

*Outbuildings:* None.

*Boundary:* Concrete walls.

*Improvements:* Paving.

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

Dated at Johannesburg on the 15th day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1135.)

Case 22851/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zabulon Veli Sibande**, First Defendant, and **Elizabeth Khabonina Sibande**, Second Defendant

Notice is hereby given that on 13 January 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 2 November 1994, namely:

Certain right of leasehold in respect of certain Erf 1001, kwaThema Extension 1, Registration Division IR, Transvaal, situated at 1001 kwaThema Extension 1, Springs.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01704.)

Case 2067/94  
PH 71

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RANDBURG HELD AT RANDBURG

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Mrs Zanele Lorna Kubheka**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 17 August 1994 issued by the Court at Randburg, the following property will be sold in execution by the Sheriff of the Court, at the Randburg Magistrate's Court-house, corner of Jan Smuts and Selkurk Avenues, Randburg, to the highest bidder on 12 January 1995 at 10:00:

Certain Section 34, Morningside Place, Morningside, Sandton, Sectional Plan SS99/1991, situated in the Township of Edenburg, measuring 63 square metres, held by Deed of Transfer ST52633/1993, known as 34 Morningside Place, First Avenue, Morningside, Sandton.

*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 sectional title unit, residence, layout in double storey blocks, constructed floors, concrete ceilings in ground floor, enclosed by high brick plastered walls, consisting of entrance patio, open plan kitchen with ceramic tiled floor, living-room, two bedrooms with built-in-cupboards, bathroom/w.c. (ceramic tiled floor), space for shower cubicle or washing machine and carport.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent 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 two five per cent) 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 16th 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/N226.)

Case 1143/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WITBANK HELD AT WITBANK

In the matter between **ABSA Bank Limited** (Allied Bank), Plaintiff, and **Isaac Themba Shabangu**, First Defendant, and **Phindile Elizabeth Shabangu**, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 17 March 1993, and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 10:00, at the Magistrate's Court, Witbank, to the highest bidder:

Erf 4259, kwaGuqa Extension 7, Registration Division JS, Transvaal, dwelling with outbuildings also known as 4259 kwaGuqa Extension 7.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 11th day of November 1994.

John Bailie, First Floor, Allied Building, President Avenue, P.O. Box 913, Witbank, 1035.

Case 5776/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mr S. L. Mahlangu & Mrs E. Mahlangu**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Springs dated 24 August 1993 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 January 1995 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

*Property:* Erf 7305, KwaThema, Springs, Registration Division IR, Transvaal, measuring 267 square metres, postal address 11 Khuzwayo Street, KwaThema, Springs.

*Improvements* (but nothing is guaranteed in respect hereof): Brick building with asbestos roof, four bedrooms, kitchen, lounge, bathroom and two outside rooms.

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

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



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

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

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

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eight Street, Springs, (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/N92045.)

Case 9950/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mr D. J. & Mrs N. L. Dladla**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Springs dated 13 January 1992 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 January 1995 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

*Property:* Erf 216, KwaThema Extension 1, Springs, Registration Division IR, Transvaal, measuring 300 square metres, postal address 17 Mabena Street, KwaThema, Springs.

*Improvements* (but nothing is guaranteed in respect hereof): Brick building with asbestos roof, two bedrooms, lounge, kitchen and bathroom.

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

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

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

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

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

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eight Street, Springs, (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/S88224.)

Case 12337/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Janse van Rensburg, Michael Lourens**, First Defendant, and **Janse van Rensburg, Alison**, Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sandton Sheriff's office, at 100 Fluor House, Grayston Drive, Sandown, Sandton, on 13 January 1995 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Holding 113 Kyalami Agricultural Holdings, Registration Division JR, Transvaal, in extent 2,2030 hectares held by virtue of Deed of Transfer T64312/91.

The following particulars are furnished *re* the improvements, none of which is guaranteed:

A single storey dwelling with thatched roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, carport and servants' quarters.

*Terms:* Deposit 10% (ten per cent) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within 14 days from date of sale.

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

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

L. Smith, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 880-6695.) (Ref. S Yin/17925.)



Case 146/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Gilliam van Helsdingen**, First Defendant, and **Maria Magdalena van Helsdingen**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 21 October 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 1176, Brenthurst Extension 1 Townships, Registration Division IR, Transvaal, measuring 1 231 (one thousand two hundred and thirty-one) square metres, known as 61 Hoskings Street, Brenthurst Extension 1, Brakpan.

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

*Main building:* Brick under iron residence comprising four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and study. *Outbuildings:* Garage, servant's room, store-room, two carports and swimming-pool. *Fencing:* Precast and brick. *Zoned:* Residential 1.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property in his name including but not limited to municipal rates, transfer duty and Value-Added Tax, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 15,25% (fifteen comma two five per centum) per annum, on all preferent creditor's claim which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to the any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at the Magistrate's Court or at the Sheriff's office.

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

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

Case 8604/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Ntombendla Esther Meva**, First Defendant, **Joyce Nomxoliso Meva**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 18 October 1994, the property listed hereunder will be sold in execution on Wednesday, 18 January 1995, at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 2015, Daveyton Township, Registration Division IR, Transvaal, measuring 377 (three hundred and seventy-seven) square metres, known as 2015 Bhele Street, Daveyton, Benoni.

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

*Main Building:* Bricks under iron residence comprising two bedrooms, w.c., kitchen and lounge.

*Fencing:* Wire.

*Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per centum) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 (ten thousand rand) or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 (fourteen) days of the sale date.
4. The purchaser will pay interest at 21,75% (twenty one comma seven five per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.

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

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

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

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

Case 9635/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Molly Mabena**, First Defendant, **Momi Sarah Mabena**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 21 October 1994, the property listed hereunder will be sold in execution on Wednesday, 18 January 1995, at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 4403, Daveyton Township, Registration Division IR, Transvaal, measuring 346 (three hundred and forty-six) square metres, known as 4403 Mpondo Street, Daveyton, Benoni.

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

*Main Building:* Bricks under asbestos residence comprising two bedrooms, w.c., kitchen and lounge,

*Fencing:* Wire.

*Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoets.

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

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

4. The purchaser will pay interest at 21,75% (twenty one comma seven five per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.

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

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

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

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

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

Case 2931/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Lorraine Evelyn Bowes**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 11 August 1994, the property listed hereunder will be sold in execution on Wednesday, 18 January 1995, at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 6028, Extension 21 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, known as 9 Kipling Road, Farrarmere, Benoni.

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

*Main Building:* Bricks under tiles residence comprising three bedrooms, one and a half bathroom, kitchen, lounge, dining-room and study.

*Outbuildings:* Garage, two carports, s/ablutions and swimming-pool.

*Zoning:* Special Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoets.

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

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

4. The purchaser will pay interest at 22% (twenty two per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.

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

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

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

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

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

**Case 11950/89**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sello Titus Magagula**, First Defendant, and **Christina Magagula**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 13 January 1995, at 11:00:

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

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

*Property:* Erf 1945, Mamelodi, Extension 2 Township, Registration Division JR, Transvaal (now known as Erf 9565, Mamelodi Extension 2), measuring 375 square metres, also known as Stand 1945, Mamelodi, District of Pretoria, alternatively Stand 9565.

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

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X310.)

**Case 25059/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dean Wayne Raper**, First Defendant, and **Petronella Karina Raper**, Second Defendant

Notice is hereby given that on 13 January 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 5 October 1994, namely:

*Certain:* Erf 338, Brenthurst, Registration Division IR, Transvaal, situated at 742 Prince George Avenue, Brenthurst, Brakpan.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01742.)

**Case 23320/92  
PH 342**

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

In the matter between **Eskom**, Plaintiff, and **Netshivhazwaulu, Avhurengwi Prince**, Defendant

1. The undermentioned property will be sold on 12 January 1995 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 29 September 1992:

The Defendant's right, title and interest in and to the leasehold of Erf 3007, Protea North Township, Registration Division IQ, Transvaal, measuring 150 (one hundred and fifty) square metres, held by Deed of Transfer TL45996/1990 and situated at 3007 Protea North, Soweto, Transvaal (the property).



2. The improvements to the property consist of the following although nothing is guaranteed: Lounge, dining-room, kitchen, three bedrooms and bathroom.

*Terms:*

3. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, 131 Marshall Street, Johannesburg, during normal office hours.

Dated at Johannesburg on this 11th day of November 1994.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. J. A. Louw 55/E 183/92.)

**Saak 1396/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON**

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **M. P. J. Heigan**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 27 September 1994, sal die ondervermelde eiendom op 12 Januarie 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

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

*Sekere:* Erf 97, Noldick, Deodarstraat 33, Registrasieafdeling IR, Transvaal, groot 992 (nege nege twee) vierkante meter.

*Voorwaardes:*

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

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

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

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

Aldus gedoen en geteken te Meyerton op hede die 4de dag van November 1994.

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

**Case 3917/93**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **William Muzimusha Masango**, First Defendant, and **Ivy Poppie Masango**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 2 September 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18649, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 284 (two hundred and eighty-four) square metres, known as Lot 18649, Tsakane Extension 8, Brakpan.

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

*Main building:* Bricks/plaster under tiles residence comprising lounge, two bedrooms, bathroom, kitchen. *Fencing:* Diamond mesh. *Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.

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

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

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



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

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

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

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

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

**Case 12171/92**

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Ferguson Wowo Nxele**, First Defendant, and **Johanna Rebecca Nxele**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 30 March 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18469, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18469, Tsakane Extension 8, Brakpan.

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

*Main building:* Bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen. Fencing: Fence and precast. Zoned: Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.

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

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

4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all preferent's creditor's claims which will include the execution creditor's claim.

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

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

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

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

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

**Case 16677/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sello Nathaniel Makana**, First Defendant, and **Patience Ntombi-zodwa Makana**, Second Defendant

Notice is hereby given that on 13 January 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 15 July 1994, namely:

Right of leasehold in respect of certain Erf 14242, kwaThema Extension 2, Registration Division IR, Transvaal, situated at 14242 Kgaphola Street, kwaThema Extension 2, Springs.

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

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

Dated at Boksburg on this the 9th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01549.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Allan Thomas Bulloch**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 15 December 1993, the property listed hereunder will be sold in execution on Wednesday, 18 January 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Portion 91 (a portion of Portion 66) of the farm Kleinfontein 67, Registration Division IR, Transvaal, measuring 1 003 (one thousand and three) square metres, known as 3 Denbigh Street, Kleinfontein, Benoni.

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

*Main building:* Bricks under tiles residence comprising two bedrooms, one and a half bathrooms, kitchen, lounge and dining-room.

*Outbuildings:* Garage and s/ablutions.

*Fencing:* Precast. Zoning: Special Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per centum) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all preferent's creditor's claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

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

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

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Florentina Mjoli N.O.**, First Defendant, **Florentina Mantshi**, Second Defendant, and **Michael Mantshi**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated on 17 October 1994, the property listed hereunder will be sold in execution on Wednesday, 18 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 3038, Daveyton Township, Registration Division IR, Transvaal, measuring 408 (four hundred and eight) square metres, known as 3038 Zibisini Street, Daveyton, Benoni, registered in the names of Velake Mantshi, Florentina Mantshi and Michael Mantshi.

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

*Main building:* Bricks under asbestos residence comprising two bedrooms, w.c., lounge and kitchen.

*Fencing:* Wire.

*Zoned:* Residential.

*The material conditions of public auction:*

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

4. The purchaser will pay interest at 19,75% (nineteen comma seven five per centum) per annum on all preferent's creditor's claims which will include the execution creditor's claim.

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

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

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

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

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

Case 11479/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Johanna Glodina Bouillon**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 10 June 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 11:00, at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 2043, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, known as 66 Derby Avenue, Brakpan.

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

*Main building:* Plastered bricks under tiles residence comprising lounge, living-room, dining-room, four bedrooms, two bathrooms and kitchen. Carport. *Outbuildings:* Tripple garages and two housekeepers rooms.

*Fencing:* Precast.

*Zoned:* Residential 1.

*The material conditions of sale are:*

1. The sale will be without reserve and voetstoots.

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

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

4. The purchaser will pay interest at 22% (twenty-two per centum) per annum on all preferent's creditor's claims which will include the execution creditor's claim.

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

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

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

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

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

Case 16608/93  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stand 531 Paulshof CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, at 10:00 on Friday, 13 January 1995, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

*Certain:* Erf 531, Paulshof Extension 9 Township, Registration Division IR, Transvaal.

*Area:* 1 450 (one thousand four hundred and fifty) square metres.



**Situation:** 49 Umfolozi Road, Paulshof, Sandton.

**Improvements** (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge/dining-room, double garage and swimming-pool 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 000,00 and thereafter 3% (three per centum), with a maximum fee of R6 000,00 and a minimum of R200,00.

Dated at Johannesburg on this 2nd day of December 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ258).

Case 23288/94  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **J. D. Viljoen Southdale Holdings CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at 10:00 on Thursday, 12 January 1995, 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:** Remaining extent of Erf 21, West Turffontein Township, Registration Division IR, Transvaal.

**Area:** 3 969 (three thousand nine hundred and sixty-nine) square metres.

**Situation:** 125 Nelson Road, West Turffontein, Johannesburg.

**Improvements** (not guaranteed): A vacant erf.

**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 000,00 and thereafter 3% (three per centum), with a maximum fee of R6 000,00 and a minimum of R100,00 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ138).

Case 1077/93  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stanley: Marjorie Elizabeth Beatrice**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at 10:00 on Thursday, 12 January 1995, 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:** Remaining extent of Erf 226, Turffontein Township, Registration Division IR, Transvaal.

**Area:** 465 (four hundred and sixty-five) square metres.

**Situation:** 190 Park Crescent, Turffontein.

**Improvements** (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, three garages, two carports, servants' quarters with a flatlet consisting of bedroom, bathroom, kitchen with precast and 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 000,00 and thereafter 3% (three per centum), with a maximum fee of R6 000,00 and a minimum of R100,00 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ292).

Case 31389/92  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lephuting: Johnson Martin**, 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, 12 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 13 (a portion of Portion 1) of Erf 895, Nancefield Township, Registration Division IQ, Transvaal, area 1 617 (one thousand six hundred and seventeen) square metres, situated 83 Stere Road, Nancefield, Johannesburg.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge/dining-room, double garage, swimming-pool, servant's toilet with stone and 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 December 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z290.)

Case 20355/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Devilliers Richard Phakathi**, Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court, Kabokweni, on Friday, 20 January 1995 at 10:00:

Full conditions of sale can be inspected on the notice board at the Magistrate's Court, Kabokweni and at the offices of the Sheriff, KaNgwane/Nsikazi at telephone (01311) 4-9161 and will be read out prior to the sale.

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

*Property*: Site 1162 C, Matsulu C, District of Nsikazi.

*Improvements*: Three bedrooms, two and a half bathrooms, kitchen, dining-room, lounge and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1932.)

Case 20703/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jobo Stefaans Thele**, Defendant

A sale in execution of the undermentioned property is to be held at Magistrate's Court Kabokweni, on Friday, 20 January 1995 at 10:00:

Full conditions of sale can be inspected on the notice board at the Magistrate's Court, Kabokweni and at the Sheriff Office, KaNgwane/Nsikazi at telephone (01311) 4-9161 and will be read out prior to the sale.

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

*Property*: Ownership Unit 992 C, in the Township of Matsulu C, District of Nsikazi.

*Improvements*: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1981.)

Case 10330/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dolores de Andrade**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 16 October 1992, the property listed hereunder will be sold in execution, on Wednesday, 18 January 1995 at 11:00, at the Magistrate's Office, Harpur Avenue, Benoni:

Erf 2474, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, measuring 813 (eight hundred and thirteen) square metres, known as 11 Trogan Street, Crystal Park, Benoni.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Single storey dwelling, brick and plaster, lounge, dining-room, kitchen, three bedrooms and bathroom.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma two five per centum) per annum on the preference creditor's claim as contemplated in rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 3rd day of December 1994.

N. S. Jury, for Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N37.)

**Case 10913/93**

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

In the matter between **First National Bank**, Plaintiff, and **Andrew B. and Desea J. Lubambo**, Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 November 1993 and subsequent warrant of execution the Defendant's right, title and interest in and to the undermentioned property will be sold in execution at the Harper Avenue, Benoni, on 18 January 1995 at 11:00, Magistrate's Office:

Erf and Township: Erf 6292, Etwatwa Extension 3 Township, held by Registered Grant of Leashold TL38282/1991, measuring 299 square metres, Registration IR, Transvaal, also known as 6292 Etwatwa Extension 3 Township, Daveyton.

*Description of the property*: Plastered tiled roof dwelling, dining-room, kitchen, two bedrooms, full bathroom, flooring, carpets and ceramic tiles, electrics stove and sink and side fenced.

*Terms*: The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price of the property on the date of the sale. The purchaser shall pay 5% (five per centum) auctioneer charges on the proceeds of the sale up to the price of R20 000 (twenty thousand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand). Within 14 days of the date of the sale the purchaser must deliver an acceptable bank guarantee for payment of the balance of the purchase price on registration of the property in his/her name. The purchaser shall be liable to pay interest at a rate of 19% (nineteen per centum) per annum.

Dated at Springs op hede hierdie 11de dag van Oktober 1994.

H. F. Delport, for Ivan Davies Theunissen, IDT Gebou, Vierde Straat 64, Posbus 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. mnr. Ashton/NK/DN1243.)

**Case 21216/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Celliers Helena Eva**, First Defendant, and **Celliers, Andre**, Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sandton Sheriff's Office at 100 Grayston Drive, Sandown, on 13 January 1995 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

A unit consisting of:

- (a) Section 14 as shown and more fully described on Sectional Plan SS27/94 in the scheme known as Hathaway in respect of the land and building or buildings situated at Paulshof Extension 18 Township in the area of the Sandton Local Authority of which the floor area, according to the said sectional plan is 85 (eight-five) square metres in extent;
- (b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST2905/94.



The following particulars are furnished *re* the improvements, none of which is guaranteed:

A unit consisting of two bedrooms, two bathrooms, kitchen, lounge and dining-room and carport.

**Terms:** Deposit 10% (ten per centum) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days from date of the sale. Auctioneer's charges, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000. Minimum charge R200.

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

L. Smith, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Cradock Heights, Cradock Avenue, Rosebank. (Tel. 880-6695.) (Ref. Mr S. Yin/14190.)

**Saak 7244/91**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Johannes Hendrik Grobler**, Eerste Verweerder, en **Bonusbou Eiendomme BK**, Tweede Verweerder

'n Eksekusieverkoop word gehou deur die Balju, Warmbad, voor die Landdroshof Warmbad, Moffatstraat, Warmbad, op 20 Januarie 1995 om 10:00, van:

1. Gedeelte 4 van die plaas Rhenosterkloof 483, Registrasieafdeling KQ, Transvaal, groot 256,9596 hektaar, gehou kragtens Akte van Transport T47922/84.

2. Resterende gedeelte van die plaas Rhenosterkloof 483, Registrasieafdeling KQ, Transvaal, groot 341,4993 hektaar, gehou kragtens Akte van Transport T47922/84 (geleë te die plaas Rhenosterkloof 483, Warmbad).

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

**Verbeterings:** Die eiendom is gesoneer vir landboudoeleindes en verbeter met 'n kliphuis, pomphuis, sink rondawel, twee boorgate, sementdam, vyf suipkrippe, veekerende omheining en is verdeel in kampe.

Besigtig voorwaardes by Balju Warmbad, Sutterweg 16, Warmbad.

Tim du Toit & Kie. Ingelyf. [Tel. (012) 320-6753.] (Verw. mnr. Nel/wk.)

**Case 19830/94**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Arthur Norman Kotze**, Defendant

Notice is hereby given that on 13 January 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 29 August 1994, namely:

Certain Erf 254, Brakpan North, Registration Division IR, Transvaal, situated at 17 Bigg Street, Brakpan North.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01626.)

**Case 1873/93**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gidion Christoffel Jansen van Rensburg**, Defendant

A sale in execution will be held on 13 January 1995 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Portion 1 of Erf 494, situated in the Township of Ninapark Extension 5, Registration Division JR, Transvaal, measuring 1 141 square metres, known as 16 Willem Cruywagen Street, Ninapark Extension 5.

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

Double storey, brick walls. IBR pitched roof, fitted carpets, tiles, lounge, dining-room, study, kitchen, pantry, four bedrooms, two and a half bathrooms, two shower, three w.c.'s, entry hall, family room, TV-room, scullery, open plan office, three garages, servant's room, brick walls and pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Refl. Mr Stolp/RH/M.9248.)

Saak 66814/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Schoeman, Adolf Hauseman**, ID. 5712215084083, Eerste Verweerder, en **Schoeman, Aletha Elizabetha**, Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 12 Januarie 1995 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 169, Suiderberg-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 950 (negehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T93771/93. Hierdie eiendom is geleë te Boschbergstraat 819, Suiderberg.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. *Konstruksie*: Mure: Baksteen. Dak: Teëls. Plafon: Komposisie bord. Vloer: Matte. *Buitegeboue*: Twee afdakke, stoor en toilet.

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

*Terme:*

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 5de dag van Desember 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1710.)

Saak 21207/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Jacobs, Gilliam Christoffel**, ID. 6909075222089, Eerste Verweerder, en **Jacobs, Rachel Annemarie**, ID. 7311280224084, Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 12 Januarie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju West, 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 2774, geleë in die dorpsgebied Danville-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 734 (sewehonderd vier-en-dertig) vierkante meter, gehou kragtens Akte van Transport T90010/93. Hierdie eiendom is geleë te Renier Groblerstraat 278, Danville-uitbreiding 5, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer. *Konstruksie*: Mure: Baksteen. Plafon: Herculite. Vloer: Matte en teëls. Warmatersisteem. *Buitegeboue*: Afdakke.

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 5de dag van Desember 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1346.)

Saak 40426/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **Hartley, Robert Joseph**, ID. 4412195075001, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Germiston, te Vierde Verdieping, Standard Tower, Presidentstraat, Germiston, op 12 Januarie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Germiston, te Vierde Verdieping, Standard Tower, Presidentstraat, Germiston, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 179, geleë in die dorpsgebied Klopperpark, Registrasieafdeling IR, Transvaal, groot 597 (vyfhonderd sewe-en-negentig) vierkante meter, gehou kragtens Akte van Transport T7963/85. Hierdie eiendom is geleë te Skemerstraat 15, Klopperpark, Germiston.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.  
*Konstruksie:* Mure: Baksteen. Dak: Yster. Plafon: Komposisie bord. Vloer: Teëls en matte. *Buitegeboue:* Motorhuis en stoor.  
*Woonstel:* Sitkamer, kombuis en toilet.

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

**Terme:**

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 5de dag van Desember 1994.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1484.)

Case 9295/94

PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Mabeba, Motlatleho Petrus**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at office of the Sheriff, Alberton, First Floor, Terrace Building 1, Eaton Terrace, New Redruth, Alberton, on 10 January 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, office of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale, of the undermentioned property situated at:

Erf 10100, Tokoza Extension 5 Township, Registration Division IR, Transvaal, measuring 252 (two hundred and fifty-two) square metres, held by Certificate of registered Grant of Leasehold TL49075/1989, which is zoned as residential and consists of (not guaranteed):

"A dwelling": Two bedrooms, kitchen, lounge and bathroom.

**2. Terms:**

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

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

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

2.2.2 Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 15th day of November 1994.

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

Saak 35142/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bepersk**, Applikant, en **Mark Raymond Taylor**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 4 Februarie 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 12 Januarie 1995 om 10:00, by die kantore van die Balju, Germiston, Vierde Verdieping, Standard Towers, Presidentstraat 247, Germiston, aan die hoogste bieder:

Erf 92, Kloppepark-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Saffirstraat 6, Kloppepark, Germiston, groot 545 (vyf vier vyf) vierkante meter.

*Sonering:* Woonhuis.

Gehou kragtens Akte van Transport T2612/1983.

Die reserweprys is geen; onderworpe aan bekragtiging in terme van klousule 16 van die verkoopvoorwaardes.

Die eiendom bestaan uit: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet en is omhein met betonmure.

**Terme en Voorwaardes**

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

**Voorwaardes:** Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Geteken te Johannesburg op hierdie 24ste dag van November 1994.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Faks (011) 331-9700.] (Verw. AvAswegen/db/T16.)



Saak 849/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Gert Jacobus Cloete**, en **Gladys Catharina Cloete**, Eisers, en **Die Trustees van die Johan van Loggerenberg Trust**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 2 November 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 11 Januarie 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 1401, Evander-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 368 (eenduisend driehonderd agt-en-sestig) vierkante meter, gehou kragtens Akte van Transport T24090/88, beter bekend as hoek van Columbia- en Reading-weg, Evander.

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

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

Geteken te Secunda hierdie 5de dag van Desember 1994.

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

Saak 4595/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Limited**, Eiser, en **Seeta Daniel Ramolota**, Eerste Verweerder, en **Lettie Thandi Ramolota**, Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 17 Januarie 1994, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 11 Januarie 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 2448, Embalenhle-uitbreiding 7-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 345 (driehonderd vyf-en-veertig) vierkante meter, gehou kragtens Akte van Transport T64454/93.

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

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

Geteken te Secunda hierdie 5de dag van Desember 1994.

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

Saak 3604/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Salmon Jacobus Sandenbergh**, Eerste Verweerder, en **Gertruida Susanna Sandenbergh**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 11 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 11 Januarie 1995 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, motorhuis, bedien-dekamer en toilet, ommuurde swembad met grasafdek en eiendom gedeeltelik ommuur.

**Eiendom:** Erf 2011, Secunda-uitbreiding 2, Registrasieafdeling IS, Transvaal, groot 1 076 (eenduisend ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T33488/91, geleë te Aminostraat 10, Secunda.

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

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

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

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.890.)

Saak 3718/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **S. Singh**, Eerste Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 16 Junie 1994, en 'n lasbrief vir eksekusie gedateer 9 November 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 11 Januarie 1995 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Erf 461, Palm Ridge-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Celtisstraat 28, Palm Ridge, groot 1 000 vierkante meter, gehou deur Sharendra Singh onder Akte van Transport T47989/91.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunninge of vrystellings:* Geen.

Die vonnis skuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Gepleisterde mure met teëldak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n halwe badkamer en twee toilette. *Buitegeboue:* Geen.

*Terme en voorwaardes van verkoping:*

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 18% per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank en/of bouvereniging waarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 30ste dag van November 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Posbus 6, Alberton. (Verw. mnr. Ungerer/PP/N24.)

**Case 2164/93**

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Khosini Michael Mahlangu**, First Defendant, and **Makhosazana Regina Mahlangu**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 3 October 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 33632 (formerly 38) Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 513 (five hundred and thirteen) square metres, known as Lot 38, Tsakane Extension 1, Brakpan.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Plaster/bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen. *Fencing:* Wire. *Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.

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

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

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

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

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

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

Dated at Benoni on this the 6th day of December 1994.

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

**Saak 1360/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Jacobus Andries Nel**, Eerste Verweerder, en **Francis Nel**, Tweede Verweerder

Ingevolge 'n lasbrief van die Landdros Barberton, sal die volgende eiendom per openbare veiling verkoop word op 13 Januarie 1995 om 09:00, by die Landdroskantoor, Barberton:

Die Verweerders se reg, titel en belang in en tot 'n eenheid bestaande uit:

(a) Deel 2, soos getoon en volledig beskryf of Deelplan SS263/89, in die skema bekend as Verdite Park, ten opsigte van die grond en gebou en geboue, geleë te Gedeelte 1 van Erf 2460, Barberton-uitbreiding 1-dorpsgebied, Plaaslike Bestuur Barberton Stadsraad, van welke deel die vloeroppervlakte, volgens die voormelde deelplan 143 (een honderd drie-en-veertig) vierkante meter is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST263/1989(2)(Unit).

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit vir die verkoopvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 1ste dag van Desember 1994.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10, Posbus 253, Barberton 1300. (Verw. JJVR/LP/RN18/S393.)

Case 23684/94  
PH 482

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Motloung, Qhobosheane Samson**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg West, at 131 Marshall Street, Johannesburg, on 12 January 1995 at 10:00; of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the Sheriff, at 32 Von Brandis Street, Second Floor, Johannesburg:

The property is Erf 26620, Meadowlands Township, Registration Division IQ, Transvaal, in extent 191 (one hundred and ninety-one) square metres, and held under Deed of Transfer T11858/1994, situated at 3672A Meadowlands, Zone 10, Johannesburg.

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

A single storey dwelling with iron roof and comprising kitchen, lounge, two bedrooms, bathroom and toilet.

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

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

Dated at Johannesburg on this the 9th day of December 1994.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg. (Ref. Garth Hulley.)

Case 9141/94

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

In the matter between **First National Bank of S.A. Ltd.** (Reg. No. 05/01225/06), Plaintiff, and **Colin John McNay**, First Defendant, and **Carol Ann McNay McNay**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 31 October 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 January 1995 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 1, Roodebult Township, situated on 1 Calthorn Road Roodebult, in the Township of Roodebult, District of Alberton, measuring 755 (seven hundred and fifty-five) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, family room, dining-room, kitchen, three bedrooms, bathroom, shower, w.c. and laundry.

**The conditions of sale:**

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

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

Dated at Boksburg on this the 9th day of December 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1101F/Mrs West.)

Case 1746/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 9 June 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

**Certain:** All the right, title and interest in the leasehold in respect of Erf 30281, Daveyton Township, Registration Division IR, Transvaal, situated on 30281 Komane Street, Daveyton, Benoni, measuring 310 (three hundred and ten) square metres.



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

Single storey building built of brick, plaster and tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, double garage and property fenced.

*The conditions of sale:*

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

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

Dated at Benoni on this the 8th day of December 1994.

Hammond Pole & Dixon, Attorneys for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/N20038.)

**Saak 26081/94**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Mbull: December William**, Eerste Verweerder, en **Mkwanazi: Maria**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 17 Januarie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 157, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur December William Mbuli en Maria Mkwanazi onder Akte van Transport T14080/94, bekend as Anelopestraat 135, Roodekop, groot 968 vierkante meter.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

*Verbeteringe:* Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer met toilet. Buitegeboue: Twee motorhuise.

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

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

Gedateer te Alberton op hede die 18de dag van November 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, Posbus 6, Alberton, Docex 216, Johannesburg, 84 Presidentstraat, The Markade, Johannesburg. (Verw. N2806/EU/PP.)

**Saak 25422/94**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Gouws: Pieter Johannes**, Eerste Verweerder, en **Gouws: Anna Susanna**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 17 Januarie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton voor die verkoping ter insae sal lê:

Sekere Erf 1806, Verwoerdpark-dorpsgebied-uitbreiding 7, Registrasieafdeling IR, Transvaal, gehou deur Pieter Johannes Gouws en Anna Susanna Gouws onder Akte van Transport T52147/89, bekend as Slangkopstraat 10, Verwoerdpark, Alberton, groot 711 meter.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

*Verbeteringe:* Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en stort met twee toilette.

*Buitegeboue:* Twee motorhuise met toilet en swembad.

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

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

Gedateer te Alberton op hede die 18de dag van November 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton; Posbus 6, Alberton, Docex 216, Johannesburg, Presidentstraat 84, The Markade, Johannesburg. (Verw. N2783/EU/PP.)

Saak 314/94

#### IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

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

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 13 Januarie 1995 om 10:00, per publieke veiling deur die Balju, Witbank te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 1462, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Phola, Ogies, Registrasieafdeling JS, Transvaal, gehou kragtens Grondbrief TE76910/1992, grootte 330 (drie drie nul) vierkante meter.

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

*Die wesentlike voorwaardes van verkoop is:*

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

Gedateer te Witbank op hierdie 24ste dag van November 1994.

Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 9004/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Juma Ambros Goqo**, First Defendant, and **Tongo Martha Goqo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 3 October 1994, the property listed hereunder will be sold in execution, on Friday, 13 January 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18625, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18625, Tsakane Extension 8, Brakpan.

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

*Main building:* Stone under tiles residence comprising lounge, two bedrooms, bathroom plus toilet and kitchen.

*Fencing:* Wire.

*Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per centum) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 21,75% (twenty-one comma seven five per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's Office.

Dated at Benoni on this the 18th day of November 1994.

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

Case 22120/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kurra Petrus Ndhlela**, First Defendant, and  
**Ethel Ntombini Ndhlela**, Second Defendant

Notice is hereby given that on 13 January 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court, on 8 September 1994, namely:

Certain right of leasehold in Respect of Erf 403, KwaThema Extension 1, Registration Division IR, Transvaal, situated at 403 KwaThema Extension 1.

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

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

Dated at Boksburg on this the 12th day of November 1994.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01660.)

Case 10862/94  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Padacyhey, Basil**, First Defendant, and **Padacyhey, Evelyn Maria**, 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, Pollock Street, Magistrate's Court, Randfontein, on Friday, 13 January 1995 at 14:15, 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 421, Toekomsrus Township, Registration Division IQ, Transvaal, area 402 (four hundred and two) square metres, situation 421 Diamant Street, Toekomsrus.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage and with wire fence around property.

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

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

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

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ210.)

Case 04831/92  
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Weimers, Glenville**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 12 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3869, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, area 275 (two hundred and seventy-five) square metres, situation 27 Lazuriet Crescent, Ennerdale Extension 5.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, separate bathroom and toilet, kitchen, lounge with brick walls around property.

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

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

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

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC61.)



Case 10146/94  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mazibuko, Solomon Fanwempi**, First Defendant, and **Moloi, Granny Maria**, 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, 1 Eaton Terrace, Terrace Building, New Redruth, Alberton, on Tuesday, 10 January 1995 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 Erf 10072, Tokoza Extension 5 Township, Registration Division IR, Transvaal, area 273 (two hundred and seventy-three) square metres, situation Stand 10072, Tokoza Extension 5.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

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

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.  
(Tel. 331-8535.) (Ref. ForeclosuresF32:CA43.)

Case 01870/94  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Makhane, James Harrison**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Leeuwpoot Street, Boksburg, on Friday, 13 January 1995 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

**Certain:** All the right, title and interest in the 99-year right of leasehold in respect of Erf 187, Vosloorus Extension 8 Township, Registration Division IR, Transvaal, area 326 (three hundred and twenty-six) square metres, situation Erf 187, Vosloorus Extension 8 Township.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

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

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.  
(Tel. 331-8535.) (Ref. ForeclosuresF32:CA58.)

Case 13335/94  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of South Africa Ltd**, Plaintiff, and **Mathulatshipi, Selaelo Phineas**, 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, 22B Klaburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, on Wednesday, 11 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

**Certain** all the right, title and interest in the 99-year right of leasehold in respect of Portion 11 of Erf 15056, Kagiso Extension 10 Township, Registration Division IQ, Transvaal, area 259 (two hundred and fifty-nine) square metres, situation Portion 11 of Erf 15056, Kagiso Extension 10 Township.

**Improvements** (not guaranteed): A house under tiled roof, consisting of two bedrooms, bathroom, kitchen and lounge with dining-room.

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

Signed at Johannesburg on the 22nd day of November 1994.

F. J. R. Jansen, vir Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA188.)

**Case 4899/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Israel Bothatha Sathula N.O.**, First Defendant, and **Israel Bothatha Sathula**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 28 July 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 20761 (previously known as 1134) kwaThema Extension 1 Township, measuring 320 (three hundred and twenty) square metres, known as 1134 kwaThema Extension 1, Springs, registered in the name of Israel Bothatha Sathula and Susan Motlatsi Sathula.

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

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less, the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of sale may be inspected at Magistrate's Court or at the Sheriff's office.

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

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

**KENNISGEWING VAN GEREGTELIKE VERKOPING**

Ter uitwinning van vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde saak, soos deur **Nedcor Bank Beperk** verkry, sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 13 Januarie 1995 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

**Saak: 10282/93.**

*Vonnisskuldenaar:* **R. F. Robinson**, Verweerder.

*Eiendom:* Gedeelte 1 van Erf 1169, Pretoria-Noord, Registrasieafdeling JR, Transvaal, beter bekend as Jack Hindonstraat 176, Pretoria-Noord.

*Groot:* 1 276 (een twee sewe ses) vierkante meter.

*Gehou:* Kragtens Akte van Transport T74408/1991.

*Beskrywing:* 'n Woonhuis bestaande uit vier slaapkamers, twee badkamer, kombuis, sitkamer en eetkamer, bediende-kwartiere, motorhuis, kantore, werksinkels en betonoprit. Die eiendom is omhein met voorafvervaardigde betonmure.

*Verwysing:* Mnr. Botha/MB/352/93.

**Saak: 15960/92.**

*Vonnisskuldenaars:* **A. R. Motshabi**, Eerste Verweerder, en **R. L. Motshabi**, Tweede verweerder.

*Eiendom:* Erf 1043, Block DD, Soshanguve, Residential Area of Soshanguve, District of the District Department of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal.

*Groot:* 1 573 (een vyf sewe drie) vierkante meter.

*Gehou:* Kragtens Akte van Transport T30279/1992.

*Beskrywing:* Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, twee badkamers, eetkamer, motorhuis en betonoprit.

*Verwysing:* Mnr. Botha/MB/523/93.

*Terme:* Die koper moet 'n deposito van 10% (tien per sent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

Geteken te Pretoria op hierdie 1ste dag van Desember 1994.

Coetzee, Prokureurs, 15de Verdieping, S.A.L.U.-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Botha/MB.)

**Saak 24226/94****IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Nhlapo, Thama Joyce**, Eerste Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in die bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 17 Januarie 1995 om 10:00, van die ondergemelde eiendom van die Verweerder(s) wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 360, Roodebult-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Thama Joyce Nhlapo, onder Akte van Transport T22311/94, bekend as Wild Plumstraat 37, Roodekop, groot 963 vierkante meter.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunnings en voorwaardes:* Geen.

*Verbeteringe:* Hoofgebou bestaande uit teëldak met gepleisterde mure, bestaande uit sitkamer, eetkamer, kombuis, ingangsportaal, drie slaapkamers, een en 'n halwe badkamer, twee toilette en aantrekkamer.

*Buitegeboue:* Toilet en waskamer.

*Terme:* 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank-, 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 22ste dag van November 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton; Posbus 6, Alberton; Docex 216, Johannesburg; 84 Presidentstraat, The Markade, Johannesburg. (Verw. N2755/EU/PP.)

**Case 13713/94****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Cioete: Alida Sussanna Elizabeth**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 12 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Kempton Park, prior to the sale:

*Certain:* Erf 73, Van Riebeeckpark Extension 1 Township, Registration Division IR, Transvaal, situated at 12 Rooikat Street, Van Riebeeckpark, Kempton Park, measuring 1 239 (one thousand two hundred and thirty-nine) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of an entrance hall, lounge, two family rooms, dining-room, study, kitchen, pantry, scullery, five bedrooms, three bedrooms, shower, three w.c.'s, two arages, servants' quarters, w.c. and shower.



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

Dated at Johannesburg on this the 24th day of November 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs West/B1090F.)

Case 5011/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mr M. J. and Mrs N. I. Kambule**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Sprngs dated 5 August 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 January 1995 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, the highest bidder:

*Property:* Erf 1062, kwaThema Extension 1, Springs, Registration Division IR, Transvaal, measuring 300 square metres.

*Postal address:* 1062 Extension 1, kwaThema, Springs.

*Improvements* (but nothing is guaranteed in respect hereof):

Brick building with asbestos roof, lounge, kitchen, two bedrooms, bathroom, toilet and outside room.

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

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

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

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

Dated at Springs on this the 28th day of November 1994.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eight Street, Springs. (Tel. 815-6324/5.) (Ref. Mr van Heerden/kj/N92044.)

Case 19507/93  
PH 342

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

In the matter between **Eskom**, Plaintiff, and **Muluvhu: Ndzimbeni Richard**, Defendant

1. The undermentioned property will be sold on 12 January 1995 at 10:00 at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 17 August 1993:

Erf 4669, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, held under Certificate of Registered Grant of Leasehold TL37994/1989 and situated at 4669 Chiawelo Extension 2, Soweto, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed:

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

3. *Terms:*

3. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum charge of R6 000 within a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, 131 Marshall Street, Johannesburg, during normal office hours.

Dated at Johannesburg on this 30th day of November 1994.

Webber Wentzel Bowers, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Mr J. A. Louw/55/E216/93.)

Case 6910/94

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Piet Jeremiah Hlumbana**, First Defendant, and **Thoko Esther Hlumbana**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 13 January 1995 at 10:00, of the following property:

Erf 920, Phola Township, Registration Division IS, Transvaal, measuring 368 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL65048/1988.

This property is situated at Stand 920, Phola Township, Witbank, 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 3 Rhodes Street, Witbank.

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

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

Case 8975/94  
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Nciweni: Hopewell Velle**, 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, 1 Eaton Terrace, Terrace Building, New Redruth, Alberton, on Tuesday, 10 January 1995 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 1958 (previously 624), Likole Extension 1 Township, Registration Division IR, Transvaal.

*Area:* 280 (two hundred and eighty) square metres.

*Situation:* Stand 1958 (previously 624) Likole Extension 1, Katlehong.

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

*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 000,00 and thereafter 3% (three per centum), with a maximum fee of R6 000,00, and a minimum charge of R100,00.

Dated at Johannesburg on this the 1st day of December 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA167).

Case 9783/93  
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Ntsholo: Sandile Headman**, First Defendant, and **Ntsholo: Nosiphelo Patience**, 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, 182 Leeuwpoot Street, Boksburg, on Friday, 13 January 1995 at 11:15, 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 7407, Vosloorus Extension 9 Township, Registration Division IR, Transvaal.

*Area:* 287 (two hundred and eighty-seven) square metres.

*Situation:* Stand 7407, Vosloorus, Extension 9 Township.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 and thereafter 3% (three per centum), with a maximum fee of R6 000,00, and a minimum charge of R100,00.

Dated at Johannesburg on this the 1st day of December 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.  
(Tel. 331-8535.) (Ref. ForeclosuresF32:CA45).

Case 27269/94

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mabaso: Johannes Mabai**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Leeuwpoort Street, Boksburg, on Friday, 13 January 1995 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

*Certain:* All the rights, title and interest in the 99 year leasehold in respect of Stand 20892 Vosloorus Extension 30 Township, Registration Division IR, Transvaal.

*Area:* 264 (two hundred and sixty-four) square metres.

*Situation:* Stand 20892, Vosloorus Extension 30.

*Improvements* (not guaranteed): A vacant erf.

*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 000,00 and thereafter 3% (three per centum), with a maximum fee of R6 000,00, and a minimum charge of R100,00.

Dated at Johannesburg on this the 1st day of December 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.  
(Tel. 331-8535.) (Ref. ForeclosuresF32:CA193).

Case 11241/94

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mdhluli: Aubreyan**, 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, 1 Easton Terrace, Terrace Building, New Redruth, Alberton, on Tuesday, 10 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

*Certain:* All the right, title and interest in the 99 year right of leasehold in respect of Site No. 11224 (previously 553) Tokoza Extension 2 Township, Registration Division IR, Transvaal.

*Area:* 225 (two hundred and five) square metres.

*Situation:* Site No. 11224 (previously 553), Tokoza Extension 2 Township.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 and thereafter 3% (three per centum), with a maximum fee of R6 000,00, and a minimum charge of R100,00.

Dated at Johannesburg on this the 1st day of December 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.  
(Tel. 331-8535.) (Ref. ForeclosuresF32:CA181).



Case 02967/94  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Ngamlana: Bukhosibake Patrick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Leeuwpoot Street, Boksburg, on Friday, 13 January 1995 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

*Certain:* All the right, title and interest in the 99 year right of leasehold in respect of Erf 4413, Vosloorus Township, Registration Division IR, Transvaal.

*Area:* 260 (two hundred and sixty) square metres.

*Situation:* Stand 4413, Zandi Street, Vosloorus.

*Improvements* (not guaranteed): A house consisting of two bedrooms, bathrooms, dressing room, kitchen with lounge.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000, and a minimum charge of R100.

Dated at Johannesburg on this 1st day of December 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.  
(Tel. 331-8535.) (Ref. Foreclosures F32:CA148.)

Case 10856/94  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **The Trustee for the Time being of M. J. P. Family Trust**, 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, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drives, Randburg, on Tuesday, 10 January 1995 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 Courts prior to the sale:

*Certain:* Portion 18 of Erf 666, Boskruin Extension 27 Township, Registration Division IQ, Transvaal.

*Area:* 484 (four hundred and eighty-four) square metres.

*Situation:* Portion 18 of Erf 666, 2 Matope Place (also known as 8 Mjuba Place), Boskruin Extension 27.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, double garage, swimming-pool 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 charge of R100.

Dated at Johannesburg on this 1st day of December 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.  
(Tel. 331-8535.) (Ref. Foreclosures Z283.)

Case 5377/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Andrietta Moloto**, First Defendant, and **Sydney Malaya Moloto**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and warrant of execution dated 17 August 1994, the property listed hereunder will be sold in execution on Wednesday, 18 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 15312, Daveyton Extension 3 Township, Registration Division IR, Transvaal, measuring 236 (two hundred and thirty-six) square metres, known as Erf 15312, Daveyton, Benoni.

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

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

*Fencing:* Brick.

*Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and will be voetstoots.

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

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

4. The purchaser will pay interest at 18% (eighteen per centum) per annum, on all preferent creditors' claims which will include the execution creditor's claim.

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

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

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

Dated at Benoni on this the 25th day of November 1994.

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

**Case 2238/91**

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Vuselelo Richmond Kwakwa**, First Defendant, and **Nontlahla Elizabeth Kwakwa**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and warrant of execution dated 27 September 1994, the property listed hereunder will be sold in execution on Wednesday, 18 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 170, Wattville Township, Registration Division IR, Transvaal, measuring 300 (two hundred) square metres, known as 170 Kekana Street, Wattville, Benoni.

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

*Main building:* Bricks under iron residence comprising bedroom, kitchen and dining-room.

*Outbuildings:* Three garages.

*Fencing:* Concrete.

*Zoned:* Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.

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

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

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

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

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

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

Dated at Benoni on this the 25th day of November 1994.

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

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

In the matter between **Nedcor Bank Limited** Plaintiff, and **Winston Moeketsi Maphelebe**, First Defendant, and **Baby Constance Maphelebe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 1 November 1994, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 15659, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 287 (two hundred and eighty seven) square metres, known as Erf 15659, Tsakane Extension 5, Brakpan.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Semi face bricks under tile residence comprising lounge, three bedrooms, bathroom and kitchen. *Fencing*: Wire. *Zoned*: Residential.

*The material conditions of public auction:*

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 23rd day of November 1994.

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

Case 121079/93  
PH 46

## 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 **Mbulalwa Joseph Thabethe**, First Judgment Debtor, and **Nomaswazi Yvonne Thabethe**, Second Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 3 June 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 20 January 1995 at 10:00:

Certain Erf 4845 Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, situated in the Township of Soweto, Johannesburg, measuring 300 square metres, held by Deed of Transfer TL11692/1992, known as 4845 Mongue Street, Extension 2, P.O. Chiawelo, Soweto.

*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: Single storey residence, tiled roof and brick walls with galvanised gutting, consisting of lounge, dining-room, kitchen, three bedrooms main with built-in wardrobes and w.c. The house is fully carpeted with burglar gates on outside walls:
  3. *Terms*: The purchase price shall be paid as to 10% (ten per cent) 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 two five per cent) 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 29th day of November 1994.
- Krowitz Perlow and 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/N185.)



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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Taetsane, Ntsiapane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Eaton Terrace 1, Terrace Building, New Redruth, Alberton, on Tuesday, 10 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain:* All the right, title and interest in the 99 year right of leasehold in respect of Site 9268, Tokoza Extension 2 Township, Registration Division IR, Transvaal.

*Area:* 280 (two hundred and eighty) square metres.

*Situation:* Site 9268, Tokoza Extension 2 Township.

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

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

Dated at Johannesburg on this the 29th 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. ForeclosuresF32:CA154.)

Saak 11539/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Andrew Peter Jakobus Coetzee**, Eerste Eksekusieskuldenaar, en **Antoinette Coetzee**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 5 Oktober 1994, die hiernagenoemde eiendom op Donderdag, 12 Januarie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf 1191, Bonaero Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 793 vierkante meter, ook bekend as Yellowfishstraat 4, Bonaero Park, Kempton Park, gehou onder Titelakte T41540/93.

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

*Verbeterings:* Sitkamer, twee badkamers, eetkamer, drie slaapkamers, toilet, kombuis, twee motorhuise, oprit, alles onder 'n teëldak en omhein met mure.

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

Gedateer te Kempton Park hierdie 30ste dag van November 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1605.)

Saak 8669/94

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

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank), Eksekusieskuldeiser, en **Deon Louis Niemand**, Eerste Eksekusieskuldenaar, en **Anne-marie Niemand**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 4 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 12 Januarie 1995, om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf 2883, Birch Acres-uitbreiding 17-dorpsgebied, Registrasieafdeling, IR, Transvaal, groot 800 vierkante meter, ook bekend as Storklaan 14, Birch Acres-uitbreiding 17, Kempton Park, gehou onder Titelakte T16999/93.

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

*Verbeterings:* Sitkamer, badkamer, eetkamer, drie slaapkamers, toilet, kombuis, twee motorhuise, alles onder 'n teëldak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 30ste dag van November 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1519.)

**Saak 11255/94**

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

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank), Eksekusieskuldeiser, en **Hermanus Johannes Fouche**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 11 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 12 Januarie 1995, om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

*Erf:* Gedeelte 25, soos beskryf in Deeltitel Plan SS438/1991 in die skema bekend as Glen Marais View, ten opsigte van die grond en gebou of geboue geleë te Birchleigh-uitbreiding 15-dorpsgebied, Plaaslike Owerheid, Kempton Park, Registrasieafdeling IR, Transvaal, groot 58 vierkante meter, ook bekend as Glen Marais View 225, Tinus de Jonghstraat, Birchleigh-uitbreiding 15-Kempton Park, gehou onder Titelakte ST10984/94, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegeedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan.

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

*Verbeterings:* Sitkamer, een-en-een-halwe slaapkamer, badkamer, toilet, kombuis, motorhuis, oprit, swembad in kompleks, alles onder 'n teëldak en omhein met betonmure.

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

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

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1599.)

**Saak 10222/94**

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

In die saak tussen, **ABSA Bank Beperk** (handeldrywende as United Bank), Eksekusieskuldeiser, en **Barry Callaghan**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 29 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 12 Januarie 1995, om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

*Erf* 2454, Birch Acres-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 981 vierkante meter, ook bekend as Gannetweg 6, Birch Acres-uitbreiding 12, Kempton Park, gehou onder Titelakte T20041/92.

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

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

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

Gedateer te Kempton Park hierdie 30ste dag van November 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1570.)

**NOTICE OF SALES IN EXECUTION**

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 12 January 1995, at 10:00, Nedcor Bank Limited, Execution Creditor. The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

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

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

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

**Case 15752/92**

Judgment Debtors, **Fankholo Isaac Moloto**, and **Nomvula Elizabeth Moloto**

*Property:* Right of leasehold over Erf 107, Ibaxa Township, Registration Division IR, Transvaal, situated at 107, Ibaxa Section, Tembisa.

*Improvements:* Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen.

(Ref. L531/92.)

**Case 3061/90**

Judgment Debtors, **Mbuti Bothma Makhalemele**, and **Momusa Esther Makhalemele**

*Property:* Right of leasehold over Erf 191, Moteong Township, Registration Division IR, Transvaal, situated at 191 Moteong Section, Tembisa.

*Improvements:* Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen.

*Outbuildings:* Consisting of a garage and two outside rooms.

(Ref. L101/90.)

**Case 12988/94**

Judgment Debtors, **André Meyer Hanekom**, and **Francis Equealla Hanekom**

*Property:* A unit consisting of Section 12, as shown and more fully described on Section Plan SS76/84 in the scheme known as Bonhabitat, in respect of the land and building or buildings situated at Bonaeropark Township, Local Authority of Kempton Park.

*Improvements:* Flat consisting of a bedroom, kitchen, lounge, bathroom and dining-room.

*Outbuildings:* Consisting of one carport.

(Ref. LN3944/4.)

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

**Case 21093/94****IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Teboho John Mokoena**, Defendant

A sale in execution of the undermentioned property is to be held in front of the main entrance Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 20 January 1995 at 10:00:

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

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

*Property:* All right, title and interest in the leasehold in respect of Stand 320, Sebokeng Unit 6 Extension 5 Township, Registration Division IQ, Transvaal.

*Improvements:* Single storey: Lounge, two bedrooms, full bathroom/separate toilet and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1964.)

**Case 3048/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 August 1991 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 January 1995 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Portion 1 of Erf 882, Leachville Extension 1 Township, situated on 10 Touwsrivier Street, Leachville Extension 1, in the Township of Leachville Extension 1, District of Brakpan, measuring 966 (ninehundred and sixty-six) square metres.



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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, two bedrooms, kitchen, bathroom, double garage and swimming-pool.

*The conditions of sale:*

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF0873/Mrs Teixeira.)

**Saak 19569/93**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Basa Investments Beslote Korporasie**, Eerste Verweerder, en **Pillay, Bhavé Egambaram**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 19 Januarie 1995 om 10:00, verkoop word deur die Balju, te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 50, soos getoon en volledig beskryf op Deelplan SS203/92 in die skema bekend as Highbury, ten opsigte van die grond en gebou of geboue geleë te Killarney-dorpsgebied, in die area van die Johannesburg Plaaslike Bestuur, waarvan die vloeroppervlakte, volgens gemelde deelplan, 88 vierkante meter groot is, ook bekend as Highburywoonstelle 50, hoek van Derde Laan en Negende Straat, Killarney.

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

Simpleks met sitkamer, twee slaapkamers, badkamer/toilet, kombuis en onderdak parkeerarea.

*Datum:* 9 Desember 1994.

D. H. Scholtz, vir De Villiers Scholtz, E.S.I.C.-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

**Saak 3841/94**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Two Highbury Investments Beslote Korporasie**, Eerste Verweerder, en **Pillay, Bhavé Egambaram**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 19 Januarie 1995 om 10:00, verkoop word deur die Balju, te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 2, soos getoon en volledig beskryf op Deelplan SS156/92 in die skema bekend as Highbury, ten opsigte van die grond en gebou of geboue geleë te Killarney-dorpsgebied, in die area van die Johannesburg Plaaslike Bestuur, waarvan die vloeroppervlakte, volgens gemelde deelplan, 93 vierkante meter groot is, ook bekend as Highburywoonstelle 2, hoek van Derde Laan en Negende Straat, Killarney.

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

Simpleks met sitkamer, twee slaapkamers, badkamer/toilet, kombuis en onderdak parkeerarea.

*Datum:* 9 Desember 1994.

D. H. Scholtz, vir De Villiers Scholtz, E.S.I.C.-gebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

**Case 19406/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Thomas: Glenton Stephen**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Randburg, 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 10 January 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Randburg:

Erf 828, Sundowner Extension 25 Township, Registration Division IQ, Transvaal, measuring 1 145 square metres, held by the Defendant under Deed of Transfer T12328/93, being Stand 828, corner of Pendoring Place and Berkaree Crescent, Sundowner Extension 25, Randburg.

Improvements described hereunder are not guaranteed. The dwelling consists of an entrance hall, lounge, dining-room, bar, three bedrooms, two bathrooms/w.c., kitchen and servants' quarters/shower/w.c.

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

Dated at Johannesburg on this 6th day of December 1994.

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

**Case 21392/94**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Manser: Gregory Shaun**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, on Thursday, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Erf 1797, Van Riebeeckpark Extension 16 Township, Registration Division IR, Transvaal, measuring 847 square metres, held by the Defendant under Deed of Transfer T109549/92, being 36 Lorraine Street, Van Riebeeckpark Extension 16.

Improvements described hereunder are not guaranteed. The dwelling consists of a lounge, dining-room, family room, three bedrooms, two bathrooms, separate w.c., kitchen and patio.

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

Dated at Johannesburg on this 7th day of December 1994.

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

**Case 23499/94**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Dalton: Alan Christopher**, First Defendant, and **Dalton: Kathleen Mary**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 13 January 1995 at 10:00, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff, prior to the sale:

Erf 1050, Parkmore (Jhb) Township, Registration Division IR, Transvaal, measuring 991 square metres, held by the Defendants under Deed of Transfer T105519/92, situated at 81 Lilian Avenue, Parkmore, Johannesburg.

Improvements described hereunder are not guaranteed. The property consists of an entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., separate w.c./bath/shower, kitchen, double garage and servants' quarters/bathroom/w.c.

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

Dated at Johannesburg on this 29th 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 15932/93  
PH 27**

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

In the matter between **First National Mortgages Nominees (Pty) Limited**, Plaintiff, and **Dietja, CC**, First Defendant, and **Lehmbecker, Dieter Gustav**, Second Plaintiff

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 subject to the Plaintiff's approval, will be held at the salerooms of the Sheriff, North View Unit 2, 45 Richards Drive, Halfway House, on 11 January 1995 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff:

Certain Holding 576, Glen Austin Agricultural Holdings Extension 3, Registration Division IR, Transvaal, also known as corner of Mastiff Road and Third Streets, Glen Austen Extension 3, Midrand [Portion 29 (a portion of Portion 4)] of the farm Allandale 10, Registration Division IR, Transvaal, measuring 3,1281 (three comma one two eight one) hectares, consisting of the following:

**Office:** Main building (under tiles):

**Lower level:** Reception room, entrance hall, two offices, bookkeeping office, passage, two bathrooms, kitchen and store-room.

Undercover work area with paved frontage: Three store-rooms, bathroom and changing room.

Upper level: Upstairs reception room, conference room, four offices and store-room.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantees 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 centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) on the balance up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg on this the 28th day of November 1994.

Frank Botha, Plaintiff's Attorneys, 137 Jan Smuts Avenue, Parkwood, Johannesburg. (Tel. 880-3241.) (Ref. Mr F. Botha/vt.)

**Saak 13619/93**

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

In die saak tussen **Allied Bank Beperk**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Nicolaas Benjamin Oosthuizen**, Eerste Eksekusieskuldenaar, en **Yvonne Oosthuizen**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 12 Januarie 1995 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 541, Estherpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T4796/88, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Rooigomstraat 2, Estherpark-uitbreiding 1.

**Beskrywing:** Woning bestaande uit een en 'n halwe badkamer, twee toilette, kombuis, drie slaapkamers en 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 7de dag van Desember 1994.

C. A. C. Korf., vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1059.)

**Saak 3617/94**

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

In die saak tussen **United Bank**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Anthony Phillip Keeble**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 12 Januarie 1995 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 1271, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T23437/94, grootte 1 194 (eenduisend eenhonderd vier-en-negentig) vierkante meter, ook bekend as Swartpeiklaan 42, Birch Acres-uitbreiding 3.

**Beskrywing:** Woning bestaande uit sitkamer, badkamer, toilet, kombuis, drie slaapkamers en eetkamer. Alles onder 'n teëldak, motoroprit, motorhuis en swembad.

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 29ste dag van November 1994.

C. A. C. Korf., vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UT165.)

**Saak 7853/94**

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

In die saak tussen **Allied Bank Beperk**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Leanard Nicko Pitzar**, Eerste Eksekusieskuldenaar, en **Lettita Pitzar**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 12 Januarie 1995 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 Gedeelte 33, soos meer breedvoerig beskryf word op Deeltitel Plan SS649/93 in die skema bekend as Laura Hof, geleë te Erf 1014, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte ST98659/93, grootte 61 (een-en-sestig) vierkante meter, ook bekend as Eenheid 33, Laura Hof, Pongola Rivierweg, Kempton Park-uitbreiding 2.

**Beskrywing:** Eenheid bestaande uit sitkamer, badkamer, toilet, kombuis en twee slaapkamers. Alles onder 'n teëldak, motoroprit en motorhuis.

Die kompleks is omhein met steenmure.

Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 29ste dag van November 1994.

C. A. C. Korf., vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1270.)

**Case 5346/94**

**PH 267**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Erf 15/838 Lonehill Extension 13 CC**, First Defendant, and **Du Toit Wilhelm George**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 13 January 1995 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, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Portion 2 of Erf 838, Lonehill Extension 13 Township, Registration Division IR, Transvaal, measuring 666 m<sup>2</sup>, held by the Defendants under Deed of Transfer T5846/1992, being Portion 2 of Erf 838, Lonehill Extension 13, 2 Spring Place, Lonehill Extension 13.

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

The property is a vacant stand.

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

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

Dated at Johannesburg on this 21st day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92728/Mr McCallum/Ms Isola/cvdr.)

Case 7341/94  
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **MacKenzie, Susanna Gerarda Maria**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 13 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Erf 97, Norscot Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 806 m<sup>2</sup>, held by the Defendant under Deed of Transfer T73418/1988, being 18 Crawford Street, Norscot 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, four bedrooms, bathroom/w.c., bathroom/shower, separate w.c., kitchen, two garages, servant's room, store-room and outside w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 21st day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z25284/Mr McCallum/Ms Isola/cvdr.)

Case 20532/94  
PH 267

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 17 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 219, Palm Ridge Township, Registration Division IR, Transvaal, measuring 540 m<sup>2</sup>, held by the Defendant under Deed of Transfer T17754/92, being 11 Hortensia Street, Palm Ridge, Eden Park.

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

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

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

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

Dated at Johannesburg on this 21st day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99592/Mr McCallum/Ms Isola/cvdr.)

Case 23803/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Carlana Beleggings CC**, First Defendant, **Stapleton, Patrick Roy**, Second Defendant, and **Stapleton, Maria Johanna**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 18 January 1995 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 2120, Krugersdorp Township, Registration Division IQ, Transvaal, measuring 502 m<sup>2</sup>, held by the First Defendant under Certificate of Consolidated Title T33423/1994, being corner of Fontein and Human Streets, Krugersdorp.

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

The dwelling consists of a well kept block of flats, constructed of brick and tile. There are 12 flats in the complex with underground parking and the flats vary in size but are generally three bedrooms and two bathrooms.

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

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

Dated at Johannesburg on this 25th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. I99947/Mr Nesbit/ca.)

Case 369/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thomas, Joy Lovell**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 17 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 26 of Erf 572, Malanshof Extension 17 Township, Registration Division IQ, Transvaal, measuring 601 m<sup>2</sup>, held by the Defendant under Deed of Transfer T50689/1991, being 5 Stoney Mill Place, Gertrude Street, Malanshof Extension 17.

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

The dwelling consists of lounge, dining-room, kitchen, two bedrooms, bathroom/w.c., separate w.c./shower and 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 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 35th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90801/Mr McCallums/Ms Isola/cvdm.)

Case 07578/92  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mabool, Richard Tshimbuti**, Defendant

In execution of 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, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

The right of leasehold in respect of Site 11621, Pimville Zone 4, Registration Division IQ, Transvaal, measuring 170 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL29263/88, being 8768 Pimville Zone 4, Johannesburg.



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

The dwelling consists of lounge, dining-room, three bedrooms, kitchen and bathroom with toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 9th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z45085/Mr McCallum/Ms Isola/plr.)

Case 22901/94  
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mchunu, Patric N.O.**, Defendant

In execution of 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, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Lot 942, in the Township of Protea North, measuring 232 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL9960/1986, being 942 Malan Street, Protea North, Tshiawelo,

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

The dwelling consists of lounge, kitchen two bedrooms and bathroom with toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 15th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0373/Mr McCallum/Ms Isola/plr.)

Case 34443/92  
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 **Duma, Zakhele Milton**, First Defendant, and **Duma, Nomasondo Carol**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, Von Brandis Street, Johannesburg:

The right of leasehold in respect of Site 5096 in the Township of Chiawelo Extension 4, Registration Division IQ, Transvaal, measuring 255 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL5143/1990, being 5096 Chiawelo Extension 4, Tshiawelo, Johannesburg.

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

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

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

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

Dated at Johannesburg on this 15th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z61761/Mr McCallum/Ms Isola/plr.)

Case 18153/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Edwards, Maria Theresa Polly**,  
First Defendant, and **Edwards, Peter Miles**, 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, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 695, Riverlea Township, Registration Division IQ, Transvaal, measuring 353 m<sup>2</sup>, held by the Defendants under Deed of Transfer T36692/88, being 1 Sharon Street, Riverlea.

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

The dwelling consists of lounge, two bedrooms, bathroom/wc. and kitchen.

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

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

Dated at Johannesburg on this 15th day of November 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71970/Mr McCallum/Ms Isola/plr.)

Case 22877/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Skosana, Nhlalizi Simon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Stand 4358, Pimville Zone 4 Township, Registration Division IQ, Transvaal, measuring 323 m<sup>2</sup>, held by the Defendant of Transfer TL32049/89, being Stand 4358, Pimville Zone 4.

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

The dwelling consists of lounge, two bedrooms, kitchen, bathroom/w.c., single garage and two servants' rooms/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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72635/Mr McCallum/Ms Isola/hs.)

Case 9770/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Van Lill, Ebenhaeser**, First Defendant, and **Van Lill, Anna Wilhelmina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Tuffontein:

Erf 121, Southdale Township, Registration Division IR, Transvaal, measuring 763 m<sup>2</sup>, held by the Defendants under Deed of Transfer F11086/68, being 5 Ellerdale Avenue, Southdale, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., bathroom/w.c./shower, kitchen, two garages, servant's room, laundry, w.c. and swimming-pool.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z46148/Mr McCallum/Ms Isola/hs.)

Case 9808/94  
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mkhize, Sibongile Veronica**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 37, as shown and more fully described on Sectional Plan SS12/1984 (the sectional plan) in the building or buildings known as Panarama Place situated at Township of Berea Local Authority, Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 37 m<sup>2</sup>, held by the Defendant under Certificate of Registered Section Title ST12/1984(37), being Unit 37, 601 Panarama Place, 38 Prospect Road, Berea.

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

The dwelling consists of lounge/dining-room, kitchen, bedroom 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94984/Mr McCallum/Ms Isola/hs.)

Case 30087/93  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ximba, Vusumazi Cuthbert**, First Defendant, **Ximba, Mavis Tsakane**, 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 of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 29343, Meadowlands Extension 12 Township, Registration Division IQ, Transvaal, measuring 254 m<sup>2</sup>, held by the Defendants of Transfer TL36809/92, being 29343 Meadowlands Extension 12.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., separate w.c. 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. Tel. 836-5251. (Ref. Z78113/Mr McCallum/Ms Isola/hs.)

Case 94/20542  
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 **Mlangeni, Florence Euchel**, Defendant

In execution of 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, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 556, Ridgeway Extension 3 Township, Registration Division IR, Transvaal, measuring 1 040 m<sup>2</sup>, held by the Defendant under Deed of Transfer T57342/93, being 5 Landa Street, Ridgeway Extension 3, Johannesburg South.

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

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

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

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

Dated at Johannesburg this 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0128/Mr McCallum/Ms Isola/hs.)

Case 93/5693  
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), and **Nzuza, Bonisiwe Doreen**, Defendant

In execution of 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, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg.

The right of leasehold in respect of Erf 6700 Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 297 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL27848/90, being 208 Emdeni Extension 2, kwaXuma.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

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

Dated at Johannesburg this 21st day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58349/Mr McCallum/Ms Isola/hs.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), and **Jurgens Willey Borman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the magistrate's Office, Delville Street, Witbank, on Friday, 13 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court Witbank, at 3 Rhodes Street, Witbank:

Erf 373, Witbank Extension 1 Township, Registration Division JS, Transvaal measuring 1 071 m<sup>2</sup>, held by the Defendant under Deed of Transfer T20045/92, being 13 Allenby Street, Witbank Extension 1, Witbank.

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, pantry, three bedrooms, bathroom/w.c., carport and servants' quarters with toilet.

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

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

Dated at Johannesburg this 1st day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)  
(Ref. Z96405/Mr Preiss/kw.)

Case 94/10994

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), and **Dos Santos, Antonio Manuel**, First Defendant, and **Dos Santos, Melinda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Office, Delville Street, Witbank, on Friday, 13 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Witbank, at 3 Rhodes Street, Witbank:

Erf 557, Die Heuwel Extension 1 Township, Registration Division JS, Transvaal, measuring 1 248 m<sup>2</sup>, held by the Defendants under Deeds of Transfer T2529/92, being 25 Cleopatra Street, Die Heuwel Extension 1, Witbank.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, four bedrooms, kitchen, two bathrooms/w.c., double garage, double carport and outside bathroom with toilet.

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

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

Dated at Johannesburg this 1st day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)  
(Ref. Z94181/Mr Preiss/kw.)

Case 4128/93  
PH 267

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

In the matter between **ABSA Trust Mortgage Nominees (Pty) Limited**, Plaintiff, and **Werjoe Investment (Pty) Limited**, First Defendant, **Daletan CC**, Second Defendant, **Rosenthal, Samuel Solly**, Third Defendant, and **McLuckie, Anthony James**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 17 January 1995 at 10:00, of the undermentioned immovable property of the Fourth Defendant on the conditions to be read out by the auctioneer at the time of the sale, which will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Remaining extent of Erf 1185, Ferndale, Registration Division IQ, Transvaal, measuring 2 316 m<sup>2</sup>, held by the Defendant under Deed of Transfer T61819/1987, being 242 Oak Avenue, Ferndale, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: *Separate cottage*: Kitchen, dining-room, lounge, entrance hall, three bedrooms, bathroom and swimming-pool.

*Main house*: Double garage and workshop, lounge/dining-room, kitchen, bathroom, w.c. 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this the 22nd day of November 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 160591/Mr Rumsey/sjr.)

Saak 2217/94

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank, Eksekusieskuldeiser, en **Klaassen: Anton Nicolaas Hendrik** (I.D. 620513 5165 00 8), Eerste Eksekusieskuldenaar, en **Klaassen: Petronella Catharina** (I.D. 650529 0105 08 1), Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Brakpan, en 'n lasbrief vir eksekusie gedateer 19 Augustus 1994, sal die volgende onroerende eiendom in eksekusie verkoop word deur Libra Afslaers op Woensdag, 18 Januarie 1995 om 10:00, by die betrokke perseel self te wete:

Erf 1181, Dalpark-uitbreiding 11, Registrasieafdeling IR, Transvaal, groot 800 (agthonderd) vierkante meter, gehou kragtens Akte van Transport T32268/1987, en ook bekend as Miltonstraat 8, Dalpark, Brakpan.

*Wesenlike verkoopvoorwaardes:*

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die Transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg word in hierdie opsig gegee nie:

*Hoofgebou*: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

*Buitegeboue*: Toilet.

*Omheining*: Lemmetjiesdraad.

3. 10% (tien persent) van die koopprys en afslaerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 15,25% (vyftien komma twee vyf persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Brakpan te Prins George Laan 439, Brakpan, Tel. (011) 740-9513/4 en te Libra Afslaers, te Eerste Verdieping, Kempton City, Pretoriaweg, Kempton Park.

Gedateer te Kempton Park op hierdie 13de dag van Desember 1994.

L. J. Meyer, vir Steenkamp, Theart & Du Plessis, Mey, Eksekusieskuldeiser se Prokureurs, Tweede Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park; Posbus 4435, Kempton Park, 1620. (Verw. Scheepers/9086.)

Case 24295/94  
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 **Smith, William Nicolaas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff of the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

Erf 853, Norkem Park, Extension 1 Township, Registration Division IR, Transvaal, measuring 991 m<sup>2</sup>, held by the Defendant under Deed of Transfer T14539/1994, being 130 Mooirivier Drive, Norkem Park, Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge, dining-room, kitchen and outbuilding.

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



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

Dated at Johannesburg this the 16th day of November 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01166/Mr Livingstone/le.)

Case 20354/94  
PH 630

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) formerly known as Allied Bank Limited, Plaintiff, and **Thekiso, Paulus**, First Defendant, and **Thekiso, Yvonne**, 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, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg:

Stand 1195, Protea Glen, in the District of Johannesburg, Registration Division IQ, Transvaal, measuring 300 m<sup>2</sup>, held by the Defendants under Certificate of Ownership T5809/1992, being 1195 Olifantsoor Street, Protea Glen.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, separate toilet and kitchen.

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

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

Dated at Johannesburg this the 20th day of November 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01070/Mr Livingstone/le.)

Case 26800/94  
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 **Tsatsi, Johannah Mercy**, Defendant

In execution of 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 31 Marshall Street, Johannesburg, on Thursday, 12 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Site 133, in the Township of Zondi, Registration Division IQ, Transvaal, measuring 260 m<sup>2</sup>, held by the Defendant under Deed of Transfer TL54785/1988, being 133 Zondi, kwaXuma.

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

The dwelling consists of lounge, two bedrooms, kitchen, garage, two servants' rooms and w.c.

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

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

Dated at Johannesburg in November 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01205/Mr Georgiades/le.)

Case 25141/94  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Manyoni, Thokozile Phriza**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 17 January 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1163, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 330 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL28817/90, being 1163 Likole Extension 1, Katlehong.

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

The dwelling consists of lounge, kitchen, two bedrooms and bathroom with toilet.

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

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

Dated at Johannesburg this 6th day of November 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01184/Mr Georgiades/md.)

Case 19751/94  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Three One Rivonia Woods (Pty) Ltd**, First Defendant, **Johnson, Arthur Victor**, Second Defendant and **Johnson, Coleen Pamela**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 13 January 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown:

Erf 31, Rivonia Extension 1 Township, Registration Division IR, Transvaal, measuring 1 983 m<sup>2</sup>, held by the Defendants under Deed of Transfer T21751/1974, being 18 George Street, Rivonia, Extension 1.

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

The dwelling consists of entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms, kitchen, laundry, works room, double garages, servant's room, bathroom and pool room.

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

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

Dated at Johannesburg this 8th day of November 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01093/Mr Livingstone/le.)

Case 48482/93  
PH 28

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

In the matter between **Body Corporate Berkley Court**, Plaintiff, and **Villa Berkley CC**, Defendant

On 6 January 1995 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution, issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 2, Berkley Court, Berea Township, Local Authority Johannesburg, also known as 2 Villa Berkley, Soper Road, Eepea, Johannesburg, measuring 66 (sixty-six) square metres.

*Improvements* (which are not guaranteed to be correct and are not guaranteed): Simplex under concrete tile roof, consisting of bedroom, bathroom and toilet combined, kitchen and lounge and dining-room combined (hereinafter called the property).

*The material conditions of sale are:*

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

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per centum) per annum from the date of sale to date of transfer.

3. The purchase price shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other 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 Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

5. 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 liabilities shall pass to the purchaser.

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

Dated at Johannesburg this 7th day of November 1994.

Mervyn J. Smith, Plaintiff's Attorneys, Suit 3415, 34th Floor, Carlton Centre, Commissioner Street, Johannesburg; P.O. Box 9890, Johannesburg. Tel. 311-2934.) (Ref. L.1979/R. Rothquel.)

**Case 10048/90**

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

In the matter between **Nedcor Bank Limited** (51/00009/06) (formerly known as Nedperm Bank Limited), Plaintiff, and **Carlos Magalhaes Ferreira da Fonseca**, First Defendant, and **Maria Margarida Ferreira da Fonseca**, 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 by the Sheriff of Johannesburg South, 131 Marshall Street, Johannesburg, on 12 January 1995, 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 Supreme Court prior to the sale:

*Certain:* Portion 7, of Erf 697, Elandspark Township, Registration Division IR, Transvaal, area 947 square metres, situation 76 Cartwright Avenue, Elandspark.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and two garages with brick walls around the property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum charge of R100 (one hundred rand).

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50629.)

**Case 22317/91**

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

In the matter between **Nedcor Bank Limited** (51/00009/06) (formerly known as Nedperm Bank Limited), Plaintiff, and **Stephen Kenneth Theron**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on 13 January 1995, at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain:* Erf 563, Morningside Extension 40 Township, Registration Division IR, Transvaal, area 1785 square metres, situation 131 Ballyclare Drive, Morningside, Extension 40.

*Improvements* (not guaranteed): A house under tiled roof consisting of an entrance-hall, four bedrooms, two bathrooms, kitchen, pantry, lounge, dining-room, family room, dress room, double garage, swimming-pool, servants' quarters and ablutions with precast and wood walls around the property.



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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand), and a minimum charge of R100 (one hundred rand).

Dated at Johannesburg on this the 18th November 1994.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50013.)

**Case 29777/91**

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

In the matter between **Nedcor Bank Limited** (51/00009/06) (formerly known as Nedperm Bank Limited), Plaintiff, and **Nakedi Elizabeth Ribane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg North, at 131 Marshall Street, Johannesburg, on 12 January 1995, 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 64, and its undivided share in the common property in the Brighton Court Sectional Title Scheme, area 72 square metres, situation Flat 507, Brighton Court, Quartz and Ockerse Streets, Hillbrow.

**Improvements** (not guaranteed): A flat consisting of a bedroom, kitchen, dining-room/lounge and parking bay.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand), and a minimum charge of R100 (one hundred rand).

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) Ref. Foreclosures/50634.)

**Case 2345/91**

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

In the matter between **Lambton Investments CC**, Plaintiff, and **Avril Embrose Goeleman**, Defendant

On 13 January 1995, at 10:00, a public auction sale will be held in front of the Court-house, Fox Street - entrance, Johannesburg, at which the Sheriff of the Court, will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 6536, Eldoradopark, Extension 6, Registration Division IQ, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, also known as 58 Daniel Myburgh Street, Eldorado Park.

**Improvements reported** (which are not warranted to be correct and are not guaranteed): Lounge, dining-room, four bedrooms, bathroom, separate toilet, kitchen, pantry and garage.

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32, of 1944 (as amended), regarding the bondholders, being the Standard Bank of SA Ltd and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price of R500 (five hundred rand) whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 100 Sheffield Street, Turfontein.

Dated at Germiston on this the 25th day of November 1994.

Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CR.)

**Saak 6641/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Windus Ngobeni**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 5 Oktober 1994 sal die ondervermelde eiendom op 11 Januarie 1995 om 10:00 aan die hoogste bieder by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Gedeelte 221 van Erf 15049, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 276 (tweehonderd ses-en-sewentig) vierkante meter, ook bekend as Gedeelte 221 van Erf 15049, Kagiso-uitbreiding 6.

*Voorwaardes van die verkoop:*

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;  
die voorwaardes van die Titellakte TL18272/1994;  
die volledige verkoopvoorwaardes;  
en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring:

Sitkamer, gesinskamer, badkamer, slaapkamers, gang en kombuis.

3. *Terme:*

Tien per centum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25% (sewentien komma twee vyf per centum) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouvereniging waarborg of ander aanneembare waarborg gelewer te word aan die Balju binne 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 17de November 1994.

A. Fourie, vir Van Rensburg, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N260.)

**Case 12903/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Mase Property Holdings CC**, Defendant

In pursuance of a judgment of the above Honourable Court dated 1 November 1994, the following property will be sold in execution on Wednesday, 18 January 1995 at 10:00, on the steps at the Magistrate's Court, Randburg, Jan Smuts Avenue, to the highest bidder, viz:

Holding 53, Chartwell Agricultural Holdings, Registration Division JQ, Transvaal, in extent 2,5696 (two comma five six nine six) hectares; being 53 Seventh Avenue, Chartwell, Randburg, comprising double storey dwelling, entrance hall, lounge, family room, dining-room, study, kitchen, scullery, four bedrooms, two bathrooms, shower, dressing room, laundry, three garages, servants' quarters with toilet, swimming-pool and jacuzzi.

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

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

Dated at Germiston on this the 5th day of December 1994.

M. Levine & Freedman, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) (Ref. Mr Freedman/03.)

**Case 15771/94**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sipho Zephrid Majola**, Defendant

In execution of 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 Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 18 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Krugersdorp, prior to the sale:

Erf 11532, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, held by Deed of Transfer TL44877/1993 and situated at 11532 Snap Dragon Crescent, Kagiso Extension 6.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Single storey dwelling consisting of lounge, kitchen, three bedrooms, toilet and garage.

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

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

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

Dated at Johannesburg this 7th day of November 1994.

Howard Lang & Partners, Plaintiff's Attorneys, Fourth Floor, West Wing, President Place, Jan Smuts Avenue, Rosebank, Johannesburg; P.O. Box 2541, Parklands, 2121. [Tel. (011) 442-5740.] (Ref. C. Drumgoole.)

## Case 3662/94

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

In the matter between **Bankorp Limited**, trading as Bankfin, formerly trading as Santam Bank, Execution Creditor, and **Edna van Vuuren**, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 5 June 1991, the following property will be sold in execution by Libra Auctioneers CC, on Friday, 20 January 1995 at 10:00, and from the premises of the said immovable property, namely:

Erf 1388, Primrose Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer T8808/1966, and also known as 22 Cactus Road, Primrose, Germiston.

*Material conditions of sale:*

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

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

*Main buildin:* Dwelling with corrugated iron roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

*Outbuildings:* Garage.

*Sundries:* Fenced and brick walls.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 21% (twenty-one per centum) per annum compounded monthly, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Germiston North, Fourth Floor, Standard Towers, 247 President Street, Germiston, Tel. (011) 873-4971.

Dated at Germiston on 12 December 1994.

L. Steenkamp, for Steenkamp, Theart & Du Plessis, Mey, Execution Creditor's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 8660/E. Schoeman.)

## Case 46959/94

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

In the matter between **First National Bank of S. A. Limited**, Plaintiff, and **P. Bontkowskyj**, Defendant

In pursuance of a judgment in the Court of Magistrate, Alberton, District of Alberton and writ of execution, the property listed hereunder which was attached on 24 November 1994, will be sold in execution on 15 February 1995 at 09:00, in front of the Sheriff's Office, Alberton, 4 Du Plessis Street, Florentia, Juria Court, Alberton, to the highest bidder:

Section 6, The Village, Brackendowns Township, Alberton, Local Authority Alberton, and in extent 158 (one hundred and fifty-eight) square metres, situated at 6 The Village, 30 Soetdoring Street, Brackendowns, Alberton.

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

Lounge, dining-room, three bedrooms, kitchen, two bathrooms, two toilets, tiled roof, two garages, fence walling, study and TV-room. Outside buildings and swimming-pool.

The property is zoned Residential.

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

Signed at Johannesburg on the 12th day of December 1994.

J. Lewin, for Jules Lewin, Plaintiff's Attorney, 108 Hunter Street, Bellevue, Johannesburg; P.O. Box 59011, Kengray, 2100. (Tel. 487-1642.) (Ref. Mr Lewin/ gt/FA28.)

## Case 19740/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Hendrick Manganyana Moshidi**, First Defendant, and **Tebello Winnie Moshidi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Mbibane, at the Magistrate's Court, Mbibane, on Friday, 27 January 1995 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the Magistrate's Court, Mbibane and which will be read out prior to the sale:

Site 1662 "A", situated in the Township of Vaalbank, District of Mbibane, measuring 600 (six hundred) square metres, held by Deed of Grant 428/90, known as 1662 Vaalbank.



The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof and carpeted and tiled floors, consisting of lounge, dining-room, kitchen, two bedrooms, bathroom with washbasin and toilet.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 12th day of December 1994.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2643.)

**Case 16898/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Krzysztof Henryk Skoczkowski**, First Defendant, and **Teresa Krystyna Skoczkowski**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria Central, at NG Sinodal Centre, 234 Visagie Street, Pretoria, on Tuesday, 24 January 1995 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria Central, at Messcor House, 30 Margaretha Street, Pretoria, and which will be read out prior to the sale:

(a) Section 21 as shown and more fully described on Sectional Plan SS 171/82 in the building or buildings known as Namib, situated at Erf 763, Rietfontein, Local Authority Pretoria of which the floor area according to the sectional plan is 111 (one hundred and eleven) square metres in extent, known as Flat 302, Namib, 210 Ballard Street, Rietfontein, Pretoria; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section; held under Certificate of Registered Sectional Title ST171/82 (21) (Unit).

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

A simplex sectional title unit with carpeted floors consisting of lounge, dining-room, three bedrooms, two bathrooms/toilets and kitchen. There is parking for two vehicles.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 9th day of December 1994.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2602.)

**Case 11034/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Thomas Christopher**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of sold in execution, on Thursday, 12 January 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 915, Turffontein Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 70 De Villiers Street, Turffontein.

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

Residence, single storey dwelling, detached. *Walls:* Brick. *Roof:* Corrugated iron. *Floor:* Timber floor and ceramic. *Rooms:* Lounge, three bedrooms, bathroom, shower and toilet. *Outbuilding:* Garage. *Boundary:* Brick walls and concrete walls.

*Improvement:* None.

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

Dated at Johannesburg on the 24th day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Ref. Mr Steyn/1067.)

Case 22707/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mashele Timaka Docket**, First Defendant, and **Mashele Elizabeth**, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 9 November 1994, will be sold in execution on Tuesday, 10 January 1995 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 1886, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, in extent 965 (nine hundred and sixty-five) square metres, situated at 18 Bains Circle, Alberstdal, Alberton.

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

Residence, single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floor:* Fitted carpets and plastic tiles. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Carport. *Boundary:* Concrete walls. *Improvements:* None.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1168.)

Case 25724/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Sibisi Mercy**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 2 November 1994, will be sold in execution on Thursday, 12 January 1994 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Site 5054, Chiawelo Extension 4 Township, Registration Division IQ, Transvaal, in extent 261 (two hundred and sixty-one) square metres, situated at 5054 Chiawelo Extension 4, Soweto.

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

Residence, single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Floor:* Fitted carpets and tiles. *Rooms:* Lounge, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* Nil. *Boundary:* Fenced. *Improvements:* Fencing and paving.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 15th day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1210.)

Case 2128/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dhlamini Isaiah**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 10 June 1994, will be sold in execution on Thursday, 12 January 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 6667, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 297 (two hundred and ninety-seven) square metres, situated at 175 Emdeni Extension 2, Soweto, Johannesburg.

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

Residence, single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tiles with underlay. *Floor:* Tiles. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and two toilets. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Fencing and paving.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 21st day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Docex: Dx. 571.) (Ref. Mr Steyn/875.)

Case 15932/93  
PH 27IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Mortgages Nominees (Pty) Limited**, Plaintiff, and **Dietja CC**, First Defendant, and **Lehmbecker, Dieter Gustav**, 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 a reserve price subject to the Plaintiff's approval, will be held at the salesroom of the Sheriff, North View Unit 2, 45 Richards Drive, Halfway House, on 11 January 1995 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff:

*Certain:* Holding 576, Glen Austin Agricultural Holdings Extension 3, Registration Division IR, Transvaal, also known as corner of Mastiff Road and Third Street, Glen Austen Extension 3, Midrand [Portion 29 (a portion of Portion 4)] of the farm Allandale 10, Registration Division IR, Transvaal, measuring 3,1281 (three comma one two eight one) hectares, consisting of the following:

*Office—Main building (under tiles):*

*Lower level:* Reception room, entrance hall, two offices, bookkeeping office, passage, two bathrooms, kitchen and store-room.

*Undercover work area with paved frontage:* Three store-rooms, bathroom and changing room.

*Upper level:* Upstairs reception room, conference room, four offices and store-room.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantees 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) on the balance up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg on this the 28th day of November 1994.

Frank Botha, Plaintiff's Attorneys, 137 Jan Smuts Avenue, Parkwood, Johannesburg. (Tel. 880-3241.) (Ref. F. Botha/vt.)

Case 9820/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Magundwawe Piet Mbona**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 18 January 1995 at 10:00, at the Sheriff's Office, 11 Teak Avenue, Klerkindustria, Klerksdorp:

Erf 2479, situated in the Township of Khuma, Registration Division IP, Transvaal, measuring 633 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL85171/88, situated at 2479 Khuma, Stilfontein.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of three bedrooms, bathroom, bathroom with toilet, toilet, lounge, dining-room, familyroom, study and kitchen. Property is fenced with wire.

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

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

D. J. Fourie, for Macrobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365468/ss.)

Case 7288/93

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

In the matter between **Die Standard Bank van Suid-Afrika Beperk**, Plaintiff, and **Jacobus Brown**, First Defendant, and **Anna Margaret Brown**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 13 January 1995 at 10:00, in front of the Magistrate's Office, Delville Street, Witbank:

Erf 360, Modelpark Township, Registration Division JS, Transvaal, measuring 1 200 square metres, held by the First and Second Defendant under Deed of Transfer T966/93, situated at 80 De Waal Avenue, Model Park, Witbank.



The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of three bedrooms, two bathrooms, toilets and wash hand basin, entrance hall, lounge, dining-room and kitchen. Outbuildings consisting of garage and toilet, pre-cast fencing, brick paving and concrete swimming-pool.

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

**Conditions:** The conditions of sale may be inserted at this office or at the office of the Sheriff, Supreme Court, Witbank.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365440/as.)

**Saak 358/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Stadsraad van Lichtenburg**, Eiser, en **P. Pretorius**, Verweerder

Ingevolge 'n lasbrief vir eksekusie, gedateer 23 Augustus 1993, sal die volgende eiendom te Androciumstraat 37, Blydeville, Lichtenburg, per publieke veiling verkoop word op 27 Januarie 1995 om 10:00:

Erf 229, geleë in die dorp Blydeville, met straatadres Androciumstraat 37, Registrasieafdeling IP, Transvaal, groot 422 (vierhonderd twee-en-twintig) vierkante meter, gehou kragtens Akte van Transport T13063/1983 synde 'n leë erf.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 6de dag van Desember 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S207/mdk.)

**Case 22004/94**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacob Mahlomuza**, First Defendant, and **Elsie Bangani Mahlomuza**, Second Defendant

A sale in execution of the undermentioned property is to be held at Sheriff of the Supreme Court, Wonderboom/Soshanguve (just north of the Sasko Mills, Old Warmbaths Road, Bon Accord), on Friday, 27 January 1995 at 11:00:

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

**Property:** Erf 215, Mahube Valley Township, Registration Division JR, Transvaal.

**Improvements:** Single-storey, three bedrooms, one and a half bathrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2032.)

**Saak 11664/94**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk**, handeldrywende as Nedbank, Eiser, en **Anthony Boucher**, Eerste Verweerder, en **Melanie Boucher**, Tweede Verweerderes

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (ou Warmbadpad), Bon Accord, op Vrydag, 13 Januarie 1995 om 11:00, van die Eerste en Tweede Verweerders se ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

1. Erf 533, The Orchards-uitbreiding 10-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 802 (agthonderd en twee) vierkante meter, gehou kragtens Akte van Transport T84026/92, ook bekend as Lindeboomstraat 276, The Orchards-uitbreiding 10.

1.1 **Verbeterings** (nie gewaarborg nie): Enkelverdiepingteëldakwoning met diefwering en sekuriteitsdeure met een sitkamer, eetkamer, familiekamer, twee slaapkamers, volle badkamer, stort en kombuis.

Buitegeboue bestaande uit motorhuis, dubbel motorafdak, opwaskamer en grasdaklapa.

1.2 **Zonering:** Residensieel.

**Terme:** 10% (tien persent) van die koopprys op die dag van die verkoping en die balans betaalbaar teen registrasie van die Transport en verseker deur middel van 'n bank-, bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Balju verskaf moet word.

Gedateer te Pretoria op hierdie die 23ste dag van November 1994.

A. S. Schempers, vir Weavind & Weavind Ing., Prokureur vir Eiser, Derde Verdieping, Nedbankgebou, Andriesstraat 200, Pretoria. (Verw. A. S. Schempers/RP/NB0122.)

**Saak 11665/94**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk**, handeldrywende as Nedbank, Eiser, en **Mafete Jonas Mongatang**, Eerste Verweerder, en **Sanny Johanna Mongatang**, Tweede Verweerderes

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (ou Warmbadpad), Bon Accord, op Vrydag, 2 Desember om 11:00, van die Eerste en Tweede Verweerders se ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Erf 723, Blok M, Soshanguve, groot 525 (vyfhonderd vyf-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag T50919/92.

1.1 **Verbeterings** (nie gewaarborg nie): Enkelverdieping teëlstaandakwoonhuis, met sitkamer, eetkamer, drie slaapkamers, badkamer, aparte toilet en kombuis.

**Zonering:** Residensieel.

**Terme:** 10% (tien persent) van die koopprys op die dag van die verkoping en die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank-, bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Balju verskaf moet word.

Gedateer te Pretoria op hierdie die 1ste dag van Desember 1994.

A. S. Schempers, vir Weavind & Weavind Ing., Prokureur vir Eiser, Derde Verdieping, Nedbankgebou, Andriesstraat 200, Pretoria. (Verw. A. S. Schempers/RP/NB0075.)

**Saak 6988/93**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk**, handeldrywende as Nedbank, Eiser, en **Dr. Mariette Joubert**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder reserweprys gehou word te die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, (ou Warmbadpad) Bon Accord, op Vrydag, 13 Januarie 1995 om 11:00, van die Verweerder se onverdeelde halwe aandeel in ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Erf 538, Magalieskruin-uitbreiding 3, groot 995 (negehonderd vyf-en-negentig) vierkante meter, gehou kragtens Titellakte T102975/1992, ook bekend as Braam Pretoriusstraat 421, Magaliesburg, Pretoria.

1.1 **Verbeterings** (nie gewaarborg nie): Teelstaandakwoning omhein met swembad, boorgat, twee slaapkamers, twee badkamers, een aparte toilet, een kombuis en opwaskamer. Apart van woning 'n apteek met ontvangskamer en twee spreekkamers en motorafdek.

1.2 **Zonering:** Residensieel.

**Terme:** 10% (tien persent) van die koopprys op die dag van die verkoping en die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank-, bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan die Balju verskaf moet word.

Gedateer te Pretoria op hierdie 23ste dag van November 1994.

A. S. Schempers, vir Weavind & Weavind Ing., Prokureur vir Eiser, Derde Verdieping, Nedbankgebou, Andriesstraat 200, Pretoria. (Verw. A. S. Schempers/RP/NB0117.)

**Saak 1426/94**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Maureen Norma Grotius**, Eiser, en **L. S. Botha**, Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op 13 Januarie 1995 om 09:00, by die Landdroskantoor, Barberton:

Die Verweerders se reg, titel en belang in en tot:

(1) Erf 1856, geleë in die dorpsgebied Barberton, Registrasieafdeling JU, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter.

(2) Erf 1861, geleë in die dorpsgebied Barberton, Registrasieafdeling JU, Transvaal, groot 1 461 (eenduisend vierhonderd een-en-sestig) vierkante meter, albei eiendomme gehou kragtens Akte van Transport T43373/86, ook bekend as Bokstraat 2, Barberton.

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 5de dag van Desember 1994.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/LP/RG12/V133.)

Case 24859/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stickling, Petrus Daniel Gerhardus**, 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 Court, corner of Blairgowrie Avenue, and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 10 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain unit consisting of:

(a) Section 9, as shown and more fully described on Sectional Plan SS172/85 (hereinafter referred to as the sectional plan) in the scheme known as Parkside, in respect of the land and building or buildings situated at Fontainebleau Township, in the area of the Randburg Local Authority, of which the floor area, according to the said sectional plan is 143 (one hundred and forty-three) square metres in extent (hereinafter referred to as the mortgaged section), and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situation Flat 9, Parkside, corner of Republic Road and Maria Street, Fontainebleau.

*Improvements* (not guaranteed): Entrance hall, lounge/dining-room, three bedrooms, bathroom, kitchen, washup/laundry, garage, under tiled roof and property enclosed.

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

Dated at Johannesburg on this the 21st day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. PD30E/mgh/tf.)

Case 24862/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johnson, Keith Oldreive**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Midrand, at Unit 2 Northview, 45 Richards Drive, Halfway House, on Wednesday, 11 January 1995 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 136, Gallo Manor Extension 2 Township, Registration Division IR, Transvaal, situation 16 Taaibos Avenue, Gallo Manor Extension 2, area 1 517 (one thousand five hundred and seventeen) square metres.

*Improvements* (not guaranteed): Entrance hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, pantry, double garage, swimming-pool, under tiled roof and property enclosed.

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

Dated at Johannesburg on this the 28th day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. SN85E/mgh/tf.)



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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndlovu, Maria Magdeline Patricia**, First Defendant, and  
**Mdungwane, David**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 12 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 143, Zondi Township, Registration Division IQ, Transvaal, situation 143 Bungwane Street, Zondi, area 265 (two hundred and sixty-five) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-room, under asbestos roof, property enclosed.

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

Dated at Johannesburg on this the 13th day of December 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NO28E/mgh.)

Case 16923/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Harper-Smith, Unity**, 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, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 12 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain:

(a) A unit consisting of Section 15, as shown and more fully described on Sectional Plan SS121/1991, in the scheme known as Woodgrange, Summerstrand, in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority, of which the floor area, according to the said sectional plan, is 86 (eighty-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.

(c) An exclusive use area described as Parking Bay PS85, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as Woodgrange, Summerstrand, in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority, as shown and more fully described on Sectional Plan SS121/1991, situation Flat 202, Summerstrand, corner of Kirby and Leicester Roads, Bedford Gardens, Bedfordview.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, parking bay, under tiled roof.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. BR367E/mgh/tf.)

Case 01222/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Marx: Brandon**, First Defendant, and **Marx: Claudine Anne**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 12 January 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Erf 79, Gerdview Township, Registration Division IR, Transvaal.

*Situation:* 14 Utrecht Street, Gerdview, Germiston.

*Area:* 654 (six hundred and fifty-four) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, family room, garage/store-room, under iron roof, staff quarters with ablutions and property enclosed.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG386E/mgh/tf.)

Case 27391/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sardinha: Antonio Armando**, First Defendant, and **Sardinha: Maria Nelia Cabral**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 12 January 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Erf 134, Regents Park Estate Township, Registration Division IR, Transvaal.

*Situation:* 29 Eleazar Street, Regents Park, Johannesburg.

*Area:* 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage/store-room, three carports, swimming-pool under iron roof, staff quarters with ablutions and property enclosed.

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

Dated at Johannesburg on this the 24th day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ128E/mgh/tf.)

Case 10146/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moodly: Moonsamy Narayana**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 13 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Erf 2703, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal.

*Situation:* 2703 Hibiscus Crescent, Lenasia South Extension 2.

*Area:* 425 (four hundred and twenty-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, under tiled roof and property enclosed.

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

Dated at Johannesburg on this the 13th day of December 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY77E/mgh.)

**Case 16288/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sea Investments CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Sandton, at Ground Floor, Fluor House, Grayston Drive, Sandown, on Friday, 13 January 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* Erf 1208 Parkmore (Jhb) Township, Registration Division IR, Transvaal.

*Situation:* 141 First Street, Parkmore, Sandton.

*Area:* 991 (nine hundred and ninety-one) square metres.

*Improvements* (not guaranteed): A vacant stand.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. SN69E/mgh/tf.)

**Case 70928/94**

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Charles Bertram Solomon**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 12 January 1995 at 10:00, of:

Remaining Extent of Erf 40, situated in the Township of Parktown Estate, Registration Division JR, Transvaal, measuring 1 276 square metres known as 113 Van Rensburg Street, Parktown Estate.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, single carport, staff room, toilet and two stores.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-424802/JAA/J. S. Herbst.)

**Case 5851/91**

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

In the matter between **United Bank Limited**, Plaintiff, and **Hans Lodewyk Abraham Snyman van der Vyver**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 13 January 1995 at 11:00, of:

Erf 921, in the Town The Orchards Extension 11, Registration Division JR, Transvaal, measuring 852 square metres known as 616 Boshoff Street, The Orchards.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, TV-room, study, single carport, servants' room and toilet.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-397569 (299477)/JAA/J. S. Herbst.]



Case 14442/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Petra Yvonne Willemse**, First Defendant, and **Hendrik Fraser Willemse** (in his capacity as surety), Second Defendant

A sale will be held on Friday, 13 January 1995 at 12:00, by the Acting Sheriff for Bronkhorstspuit in front of the Magistrate's Office, Kruger Street, Bronkhorstspuit of:

Holding 53, Bashewa Agricultural Holdings, Registration Division JR, Transvaal, in extent 4,3233 hectare known as Plot 53, Bashewa Agricultural Holdings.

Particulars are not guaranteed.

Dwelling with lounge, family room, dining-room, kitchen, three bedrooms, bathroom, scullery, office and store.

Inspect conditions at the Acting Sheriff for Bronkhorstspuit, 30 Mark Street, Bronkhorstspuit.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-414152/JAA/J. S. Herbst.)

Case 14527/94

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Coenraad Antonie Hitge**, Verweerder

A sale will be held on Friday, 13 January 1995 at 11:00, by the Sheriff for Cullinan in front of the Magistrate's Office, Cullinan, of:

Portion 99 (portion of Portion 118) farm Elandshoek 337, Registration Division JR, Transvaal, in extent 8,5653 hectare known as Plot 99, Elandshoek, Rayton.

Particulars are not guaranteed.

Vacant land.

Inspect conditions at the Sheriff, Cullinan, 41 Cornelis Street, Bronkhorstspuit.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/C-397571/JAA/J. S. Herbst.)

Case 10968/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Gerhardus Rudolf Knoetze**, First Defendant, and **Vasti Knoetze**, Second Defendant

A sale in execution will be held on Friday, 13 January 1995 at 11:00, by the Sheriff for Cullinan in front of the Magistrate's Office, Cullinan, of:

Holding 77, Lewzene Estate Agricultural Holdings, Registration Division JR, Transvaal, in extent 1,7131 hectare known as Cathlene Street, Plot 77, Lewzene Agricultural Holdings.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, study, laundry, two garages and work room.

Inspect conditions at the Sheriff, Cullinan, 41 Cornelis Street, Bronkhorstspuit.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-409866/JAA/J. S. Herbst.)

Case 61448/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jose Honorio Fernandes de Freitas**, First Defendant, and **Judite da Encarnagao de Freitas**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 12 January 1995 at 10:00:

Portion 4 of Erf 253, Parktown Estate Township, Registration Division JR, Transvaal, measuring 1 167 (one thousand one hundred and sixty-seven) square metres known as 70 Louis Trichardt Street, Parktown.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and pantry, single garage, staff room, toilet and store-room.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-379793/JAA/M. Oliphant.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Scott, John**, First Defendant, and **Scott, Lynn Jane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff on the Fourth Floor, Standard Towers, President Street, Germiston, on 12 January 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the office of the Sheriff, on the Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

A unit consisting of (a) Section 14 as shown and more fully described on Sectional Plan SS248/1993 in the scheme known as Villa Toscana in respect of the land and building or buildings situated at Bedfordview Extension 193 Township, Town Council of Bedfordview Local Authority, of which section the floor area, according to the said sectional plan is 104 (one hundred and four) square metres in extent; and (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan situated at B103 Villa Toscana, Bedfordview Extension 193, measuring 104 (one hundred and four) square metres, situated at B103 Villa Toscana, Bedfordview Extension 193.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 30th 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. S60025/AB.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Niekerk, Antonie**, Defendant

In execution of 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 8 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on 10 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Randburg, prior to the sale:

Erf 426, Sundowner Extension 7 Township, Registration Division IQ, Transvaal, measuring 1 075 (one thousand and seventy-five) square metres, situated at 426, Honeydew West Road, Sundowner Extension 7, Randburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, laundry room, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 18th 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. V60020/AB.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gobinca, Pinkey Theresa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 11 January 1995 at 14:30, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 443, Alexandra Extension 1 Township, Registration Division IR, Transvaal, measuring 205 (two hundred and five) square metres, situated at Erf 443, Alexandra Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, lounge-dining-room, kitchen and two bedrooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 23rd 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. G20454/PC.)

**Case 25708/90**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sithole, Martin Moses**, First Defendant, and **Sithole, Sithole**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, North View, 45 Richards Drive, Halfway House, on 11 January 1995 at 14:30, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 2673, Alexandra Extension 3 Township, Registration Division IR, Transvaal, measuring 209 (two hundred and nine) square metres, situated at Erf 2673, Alexandra Extension 3 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 24th 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. S12685/PC.)

**Case 10979/94**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moloi, Ilyich**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 11 January 1995 at 14:30, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 795, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 456 (four hundred and fifty-six) square metres, situated at 795, Thrush Street, Alexandra East Bank Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 28th day of 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. M27376/PC.)



Case 23110/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Miya, Makoanyane Joseph**, First Defendant, and **Miya, Mathapelo Tsholofelo**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at 182 Leeuwpoot Street, Boksburg, on 13 January 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, at 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 106, Vosloorus Extension 8 Township, Boksburg, Registration Division IR, Transvaal, measuring 366 (threehundred and sixty-six) square metres, situated at Erf 106, Vosloorus Extension 8 Township, Boksburg.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 22nd 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. M22193/PC.)

Case 17930/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mfiki Mhlangabezi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff in front of the main-entrance to the Magistrate's Court, Fochville, on 13 January 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3318, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 276 (two hundred and seventy-six) square metres, situated at Erf 3318, Wedela Extension 1 Township.

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

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of 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 30th 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. M28467/PC.)

Case 14587/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Noosi Diphapang Esaia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff in front of the main-entrance to the Magistrate's Court, Fochville, on 13 January 1995 at 10:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3314, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 343 (three hundred and forty-three) square metres, situated at Erf 3314, Wedela Extension 1 Township.

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

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of 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 30th 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. N28003/PC.)

**Case 11696/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sehoai Gideon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff in front of the main-entrance to the Magistrate's Court, Fochville, on 13 January 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3522, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 285 (two hundred and eighty-five) square metres, situated at Erf 3522, Wedela Extension 1 Township.

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

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of 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 30th 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. S27538/PC.)

**Case 17335/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Smith, Tseko Isaac**, First Defendant, and **Smith, Suster**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff in front of the main-entrance to the Magistrate's Court, Fochville, on 13 January 1995 at 10:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3663, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 203 (two hundred and three) square metres, situated at Erf 3663, Wedela Extension 1 Township.

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

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of 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 30th 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. S28409/PC.)

Case 24639/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Poole, Phyllis Charlotte**, Defendant

In execution of 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 10 January 1995 at 10:00, of the undermentioned property of the Defendant on the condition which will lie for inspection at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 67, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 102 (one thousand one hundred and two) square metres, situated at 8 Maple Street, Brackendowns Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and two bathrooms. *Outbuildings*: Single garage, two carports, servants' quarters and swimming-pool.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 16th 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. P16683/PC.)

Case 21738/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sibindi Daniel**, Defendant

In execution of 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 10 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, First Floor, Terrace Building 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 752 (now renumbered Erf 11423), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, situated at Erf 752 (now renumbered 11423), Tokoza Extension 2 Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 16th 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. S28412/PC.)

Case 31571/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Burds, Petrus Godfrey**, Defendant

In execution of 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 439 Prince George Avenue, Brakpan, on 13 January 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff at 439 Prince George Avenue, Brakpan, prior to the sale:

Erf 15289, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 313 (three hundred and thirteen) square metres, situated at Erf 15289, Tsakane Extension 5 Township.



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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 16th 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. B25361/PC.)

**Case 57543/94**

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

In the matter between **Mrs Johanna Visser**, trading as Pretorium Properties, Plaintiff, and **Mr M. S. Mahlangu**, Defendant

The following property will be sold in execution on location at the property situated at Erf 122A, kwaMhlanga, on Tuesday, 10 January 1995 at 14:00, to the highest bidder:

Erf 122A, kwaMhlanga, situated at 122A kwaMhlanga.

The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, four bedrooms, two bathrooms, dining-room, study and double door electrified garage doors.

**Terms:** 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor, a claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

**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.

**Case 19820/94  
PH 45**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Maxopani, Sikheto Moses**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Sandton, Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 13 January 1995 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, Sandton, prior to the sale:

A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS515/92 in the scheme known as San Antonia Villas in respect of the land and building or buildings situated at Douglasdale Extension 40 Township, Local Authority: City Council of Sandton of which section the floor area, according to the section plan is 111 (one hundred and eleven) square metres in extent;

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Being 1 Barclay Square, situated at Holly Close, Windale Gardens, Douglasdale, Extension 33, Sandton.

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

**Main building:** Lounge/dining-room, three bedrooms, one and a half bathroom, shower, two w.c.'s, kitchen and patio. Pool, garden, recreation room, parking in complex. **Outbuilding:** Garage.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand); and thereafter:

3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Randburg this 10th day of November 1994.

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61089, Marshalltown. (Tel. 787-1008.) (Ref. T. Fletcher/nf.)

Saak 19820/94  
PH 45IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **NBS Bank Limited**, Eiser, en **Maxopani, Sikheto Moses**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys en onderworpe aan die skriftelike bevestiging van die Eiser gehou word te kantore van die Balju, Sandton, Grondvloer, Momentum/Fluor House, Graystonrylaan 100, Sandown, Sandton, op Vrydag, 13 Januarie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Sandton, voor die verkoping ter insae sal lê:

'n Eenheid bestaande uit:

(a) Deel 1, soos aangetoon en volledig beskryf op Deelplan SS515/1992 in die skema bekend as San Antonia Villas ten opsigte van die grond en gebou of geboue geleë te dorpsgebied van Douglasdale-uitbreiding 40, Plaaslike Bestuur: Stadsraad van Sandton, van welke deel die vloeroppervlakte volgens voormelde deelplan 111 (eenhonderd-en-elf) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

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

*Hoofgebou:* Sitkamer/eetkamer, drie slaapkamers, een en 'n half badkamer, stort, twee toilette, kombuis, stoep, swembad, tuin, ontspanningsvertrek en parking in kompleks. *Buitegebou:* Garage.

*Terme:* 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanvaarbare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Afslaerskoste betaalbaar op dag van verkoping, sal soos volg bereken word:

5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand); en daarna

3% (drie persent) onderhewig aan 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Randburg op hierdie 11de dag van November 1994.

Cliffe Dekker & Todd Inc., Eiser se Prokureurs, 24ste Verdieping, Foxstraat 78, Johannesburg; Posbus 61089, Marshalltown. (Tel. 787-1008.) (Verw. T. S. Fletcher/nf.)

Saak 8226/93

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Kenneth More**, Verweerder

Ingevolge 'n vonnis toegestaan in die hof vir die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 23 Junie 1993, word die eiendom hieronder uiteengesit en in eksekusie verkoop op 12 Januarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1018, Tembisa-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, 330 m<sup>2</sup> (driehonderd en dertig) vierkante meter groot; tweeslaapkamerteëldakhuis, kombuis, badkamer, toilet en eetkamer.

*Voorwaardes van verkoping:*

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 13de dag van November 1994.

D. Oosthuizen, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. Mirinda du Plessis/M174/MIM 886.)

Saak 9667/93

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Johan Leon Dippenaar**, Eerste Verweerder en **Patricia Jean Dippenaar**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 Julie 1993, word die eiendom hieronder uiteengesit en in eksekusie verkoop op 26 Januarie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 461, Aston Manor-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 1 487 m<sup>2</sup> (een-duisend vierhonderd sewe-en-tagtig) vierkante meter groot, drieslaapkamerteëldakhuis, kombuis, twee badkamers, toilet, sitkamer, studeerkamer, eetkamer, twee motorhuise en swembad.

*Voorwaardes van verkoping:*

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 13de dag van Desember 1994.

D: Oosthuizen, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. Mirinda du Plessis/M183/MID402.)

**Case 6213/92**

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Edwin William van der Bijl**, First Defendant, and **Felecia Gwendoline van der Bijl**, Second Defendant

In pursuance of a judgment and a warrant of execution dated 4 October 1994, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 25 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Erf 65, New Modder, Registration Division IR, Transvaal, in extent 1 198 (one thousand one hundred and ninety-eight) square metres, held under Deed of Transfer T18569/1991, situated at 6 Unity Avenue, New Modder, Benoni, which property has been zoned as special residential.

No warranty or undertaking is given in relation to the improvements which are described as follows: Main building: Enclosed front stoep, lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen. Outbuildings: Detached servants' quarters/w.c. Other: Steel and brick walling, AL awning.

*Terms and conditions:*

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

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, Liverpool Park, Liverpool Road, Benoni South.

Dated at Benoni on this the 12th day of December 1994.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. Mr N. Miller/CK.)

**Case 4768/91**

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

In the matter between **United Bank Limited**, Plaintiff, and **Stanislaw Karol Lazarevic**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 17 July 1991, the property listed hereunder will be sold in execution on Wednesday, 18 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Holding 88, Fairleads Agricultural Holdings, measuring 1 5876 hectares, known as 6 Jay Road, Fairleads, Agricultural Holdings, Putfontein, Benoni.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Single storey brick residence under corrugated iron roof, consisting of an entrance hall, lounge, dining-room, three bedrooms, bath/shower/w.c., kitchen, enclosed stoeps, detached double garage, servant's room, w.c., outside concrete walling and paving.

*The material conditions of sale are:*

(a) The sale will be held by public auction and the sale shall be subject to the conditions of sale hereinafter referred to without reserve and will be voetstoots.

(b) Immediately after the auction, the purchaser shall sign the conditions of sale which can and shall be inspected prior to the auction at the Sheriff of the Magistrates' Courts Office, 12 Liverpool Park, Liverpool Road, Benoni South. The purchaser shall be deemed to have acquainted the purchaser fully with such conditions of sale prior to the auction.

(c) The purchaser shall pay Sheriff's commission, the costs of advertising and the conditions of sale, as well as all amounts of whatsoever nature necessary to obtain transfer of the property, including all Body Corporate charges and levies and all arrears in respect thereof, interest and Value-Added Tax (if applicable) costs of transfer, transfer duty, municipal rates, taxes, licences, sanitary fees, levies, and all arrears in respect thereof, and will bear the costs of obtaining an electrical installation certificate of compliance under Act 6/1983 (as amended or substituted from time to time).

(d) The purchase price shall be paid as to 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand) then the total purchase price simultaneously with the signature of the conditions of sale. The balance of the purchase price together with interest at the current rate referred to in the warrant of execution on the amount of the Execution Creditor's (Plaintiff's) claim (and in the event of there being any preferent creditor/s then the highest interest rate payable upon the preferent creditor's claim with the highest preference and/or claim) from the date of sale to the date of transfer shall be



secured by a bank or building society guarantee in a form acceptable to the Execution Creditor's (Plaintiff's) conveyancers. Provided that if the Plaintiff or any other bondholder is entitled to a higher rate of interest, then that rate shall be applicable. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions to the Execution Creditor's (Plaintiff's) conveyancers, within 14 (fourteen) days of the date of sale and shall provide for the payment on registration of transfer of the property of the full balance and any such interest payable as aforesaid provided that if the Execution Creditor (Plaintiff) be the purchaser, then no deposit or guarantee will be necessary and the Execution Creditor (Plaintiff) shall pay the full purchase price plus interest to the Sheriff of the Court in cash against transfer.

(e) The property shall be sold subject to any valid existing tenancy. If the amount so realised is insufficient to meet the amount owing to the Execution Creditor (Plaintiff), then the property shall be sold free of any tenancy entered into after the registration of the Bond passed over the above property in favour of the Execution Creditor (Plaintiff). Subject to the foregoing the purchaser shall be entitled to occupation and possession of the property upon payment of the deposit and payment of all costs for which the purchaser is liable. Subject however to the further condition that if the Execution Debtor or any person, is still in occupation of the property after the date of sale that the purchaser will, at his own cost do the necessary to obtain occupation of the property as soon as the transfer of the property has been registered in his name. Notwithstanding anything to the contrary, should the Execution Creditor (Plaintiff) be the successful bidder, the Execution Creditor (Plaintiff) or his representative will be entitled to possession and occupation from date of the sale in execution.

(f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor (Plaintiff) shall, inter alia, be entitled to cause the cancellation of the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor (Plaintiff), the deposit referred to in (d) above, without prejudice to any claim against him for damages.

Dated at Benoni on this the 9th day of December 1994.

G. Müller, for Connack Müller & Co., Plaintiff's Attorneys, Cedvic House, 94 Princes Avenue, Benoni. (Ref. Mrs Brown/U.125.)

**Case 7244/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM**

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Cornelis Marie Wiegand**, Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 13 January 1995 at 11:00, of:

Portion 12 of Erf 55, situated in the Township of The Orchards, Registration Division JR, Transvaal, measuring 1 160 (one thousand one hundred and sixty) square metres, known as 13 Sering Street, The Orchards.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, staff-room, two garages and toilet.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-419221/JAA/J S Herbst.)

**Saak 3049/94**

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

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **D. A. C. Pretorius**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 30 Mei 1994 sal die onderstaande eiendom op 13 Januarie 1995 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 377, geleë in die dorpsgebied Sinoville, Registrasieafdeling JR, Transvaal, bekend as Maricolaan 136, Sinoville, gesoneer vir woonhuis met buitegeboue.

**Beskrywing:** Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, dubbel-motorafdak, bedienekamer en toilet.

**Verbandhouer:** ABSA Bank Beperk, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

**Terme:** Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad).

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

Gedateer te Pretoria op hede die 12de dag van Desember 1994.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/Mev. Botha/VF0381.)

Case 22985/94

## 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 **Hendrik Loedolph Blanckenberg Bosman**, First Defendant, and **Helena Christina Bosman**, 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, old Warmbath Road, Bon Accord, on 3 February 1995 at 11:00, to the highest bidder:

Certain Erf 265, situated in the Township of Magalieskruin Extension 1, Registration Division JR, Transvaal, measuring 1 023 square metres situated at 394 Edelweiss Street, Magalieskruin Extension 1.

*Terms and conditions of sale:*

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, dining-room, four bedrooms, two bathrooms, three w.c.'s, entrance hall, pantry, TV-room and scullery.

*Outbuildings:* Double garage, w.c. and study.

*Other:* Walls, gates, driveway, paving and swimming-pool area.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Pretoria on this the 14th day of December 1994.

Shapiro & De Meyer, Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M. Kirsten/N1184.)

Case 68287/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/0134/06), Plaintiff, and **James Crawford MacInnes Hood**, First Defendant, and **Anna Hood**, 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, old Warmbath Road, Bon Accord, on 20 January 1995 at 11:00, to the highest bidder:

Certain Erf 1855, situated in the Township of Sinoville Extension 4, Registration Division JR, Transvaal, measuring 1 075 square metres, situated at 386 Digby Street, Sinoville Extension 4.

*Terms and conditions of sale:*

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, two dining-rooms, two studies, kitchen, four bedrooms, two and a half and one and a half bathrooms, three w.c.'s, shower, bar lounge, entrance hall and front stoep.

*Outbuildings:* Double garage, three carports, store-room and w.c.

*Other:* Swimming-pool, driveway, paving 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, Bon Accord.

Signed at Pretoria on this the 14th day of December 1994.

Shapiro & De Meyer, Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M. Kirsten/N1350.)

Case 69550/94

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

In the matter between **NBS Bank L between NBS Bank Limited** (Reg. No. 87/0134/06), Plaintiff, and **Marthinus Lourens Dorfling**, First Defendant, and **Susara Aletta Dorfling**, 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 The Magistrate's Court, Cullinan, on 13 January 1995 at 11:00, to the highest bidder:

Certain Portion 77 of the farm Kaalfontein 513, Registration Division JR, Transvaal, measuring 9,2036 hectares, situated at Plot 77, Kaalfontein 513.

*Terms and conditions of sale:*

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

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

*Description of property:* House: Lounge, dining-room, kitchen, four bedrooms, study, two bathrooms, two w.c.'s, shower, entrance hall, TV-room, laundry and front verandah.

*Outbuildings:* Eight carports and two store-rooms.

*Other:* Borehole, tank plus stand and barbeque.

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 11 Madeliefie Street, Klamarpark, Bronkhorstspuit.

Signed at Pretoria on this the 14th day of December 1994.

Shapiro & De Meyer, Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M Kirsten/N893.)

55788/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/0134/06), Plaintiff, and **William Nicolaas Kruger**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 142 Struben Street, Pretoria, on 25 January 1995 at 10:00, to the highest bidder:

Certain Erf 826, situated in the Township of Meyerspark Extension 8, Registration Division JR, Transvaal, measuring 1 040 square metres, situated at 282 Hiperbool Street, Meyerspark, Extension 8.

*Terms and conditions of sale:*

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

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

*Description of property:* House: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, shower and pantry.

*Outbuildings:* Servants' room and w.c.

*Other:* Walls and swimming-pool.

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

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

Signed at Pretoria on this the 14th day of December 1994.

Shapiro & De Meyer, Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M. Kirsten/N702.)

Saak 8252/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Malapane Theresa Madingoane**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief gedateer 5 September 1994, sal die volgende eiendom verkoop word in eksekusie op 12 Januarie 1995 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, nl.:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 5422, Tembisa-uitbreiding 12, geleë te Erf 5422, Tembisa-uitbreiding 12, grootte 247 vierkante meter.

*Verkoopvoorwaardes:*

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in Paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)



Case 1867/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NELSPRUIT HELD AT NELSPRUIT

In the matter between **United Bank Limited** (a division of ABSA Bank Ltd), Plaintiff, and **Jacoba Venter**, Defendant

In execution of a judgment of the Magistrate of Nelspruit, and a writ of execution, dated 12 July 1994, the under-mentioned property will be sold in execution on Friday, 6 January 1995 at 10:00, at the Magistrate's Court, Nelspruit, to the highest bidder, namely:

Erf 1031, in the Township of West Acres Extension 7, Registration Division JT, Transvaal, held by virtue of Deed of Transfer T89855/92, subject to the conditions therein contained.

*Improvements:* Dwelling consisting of lounge, dining-room, TV-room, three bedrooms, two bathrooms, kitchen, garage and carport.

The property will be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act and rules thereunder to the highest bidder for cash.

The purchaser shall pay 10% (ten per centum) of the purchase price to the Messenger of the Court in cash immediately after the sale. The balance, together with interest thereon, shall be secured by a bank or building society guarantee, payable against registration of transfer and which guarantee shall be delivered within 7 (seven) days from date of sale.

The conditions of sale may be inspected during office hours at the offices of the Messenger of the Court, Nelspruit.

Signed at Nelspruit on this 14th day of November 1994.

C. I. Delpont, Seventh Floor, United Building, Brown Street, Nelspruit.

Saak 17378/94

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

In die saak tussen **Kleinsake Ontwikkelingskorporasie**, Eiser, en **Nditsheni Patrick Phiri**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 27 Januarie 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad) deur die Balju van Wonderboom, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is: Erf 167, Blok HH, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 459 (vierhonderd nege-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Eienaarskap TE61784/93.

*Verbeterings:* 'n Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

*Terme:* Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 27 Januarie 1995, te betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die Balju te Wonderboom gedurende kantoorure.

*Voorwaardes:* Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die Afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Ross & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J-gebou, Kerkstraat 421, Arcadia, 0083. (Tel. 322-7007.) (Verw. S. D. Jacobs/148/94.)

Saak 17350/94

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

In die saak tussen **Kleinsake Ontwikkelingskorporasie**, Eiser, en **Musumetsi Thomas Sadiki**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 27 Januarie 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad) deur die Balju van Wonderboom, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is: Gedeelte 1 van Erf 2059, Blok GG, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 255 (tweehonderd vyf-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Eienaarskap TE61784/93.

*Verbeterings:* 'n Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

*Terme:* Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 27 Januarie 1995, te betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die Balju te Wonderboom gedurende kantoorure.

*Voorwaardes:* Die bovermelde eiendom sal verkoop word aan die hoogste bieder en is onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die Afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Ross & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J-gebou, Kerkstraat 421, Arcadia, 0083. (Verw. S. D. Jacobs/148/94.)

Saak 5740/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Christoffel Cornelius Arnoldus Greyling**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progressweg 182, Technikon, Roodepoort op Vrydag, 20 Januarie 1995 om 10:00:

Erf 312, Horison-dorpsgebied, Roodepoort, Registrasieafdeling IQ, Transvaal, geleë te 67 Kilburnstraat, Horison, Roodepoort:

Bestaande uit 'n erf waarop opgerig is 'n woonhuis onder sinkdak, staal vensters en siersteen mure, en steenmuur omhein- ing.

Die huis bestaan uit 'n sitkamer, eetkamer, gesinskamer, badkamer, drie slaapkamers, gang, kombuis, opwas, bediende- kamer en 'n dubbel motorhuis.

Die woonstel bestaan uit 'n slaapkamer, kombuis en toilet.

Die volle verkoopvoorwaardes kan by die Balju, gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 (veertien) dae daarna.

Louw & Heyl, Sanlamgebou, Derde Verdieping, hoek van Van Wyk en Joubertstraat, Roodepoort. (Tel. 763-2121/ 763-6111.) (Mnr. Gous/ez/19531.)

Case 28272/94  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **San Gweni, Felix**, First Defenfant, and  
**Zikalala, Lucy Mampe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suite, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 January 1995, at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6357, in the Township of Ennerdale, Extension 8, Registration Division IQ, Transvaal, in extent 323 (three hundred and twenty-three) square metres, situated at 6357 Wulfenite Street, Ennerdale, Extension 8.

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

*Residence:* Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. Floors: Cement tiles, comprising lounge, kitchen, three bedrooms, bathroom and a w.c.

*Outbuildings:* Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg; Tel. 838-4731.) (Ref. D. McCarthy/J SOMA/MN6685.) N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.

20638/94  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Gweyana, Jeanett Nomabandla**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 January 1995, at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5888, in the Township of Ennerdale, Extension 8, Registration Division IQ, Transvaal, in extent 312 (three hundred and twelve) square metres, situated at 5888 Hermitite Street, Ennerdale, Extension 8.

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

*Residence:* Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. Floors: Cement tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

*Outbuildings:* Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg; (Tel. 838-4731.) (Ref. D. McCarthy/J SOMA/MN6651.) N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (012) 21-3400.]

**Case 8313/94  
PH 196**

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Walker, Jonathan Josh**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 January 1995, at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 3774, in the Township of Ennerdale, Extension 5, Registration Division IQ, Transvaal, in extent 250 (two hundred and fifty) square metres.

Situated at 21 Corundum Street, Ennerdale, Extension 5.

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

**Residence:** Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. Floors: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

**Outbuildings:** Boundary brick walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg; (Tel. 838-4731.) (Ref. D. McCarthy/J SOMA/MN6508.) N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

**Saak 25825/92**

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

In die saak tussen **Mmamolatlato Agnes Maome**, Eksekusieskuldeiser, en  
**Moepeng Simon Maome**, Eksekusieskuldenaar

Geliewe kennis is te neem dat volgens 'n vonnis gedateer 10 November 1993, en 'n lasbrief tot eksekusie uitgereik op 2 Augustus 1994 in die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde aangeleentheid, daar op 12 Januarie 1995, om 10:00, by die Balju van die Hooggeregshof se kantore te Parkstraat 8, Kempton Park, om en verder die volgende onroerende eiendom (hieronder gemeld) van die Verweerder/Eksekusieskuldenaar met 'n reserweprys van R10 000 (tien duisend rand) op 'n eksekusieverkoop verkoop sal word volgens die voorwaardes soos uitgelees sal word op gemelde dag deur die betrokke afslaer tydens die verkoping. Gemelde voorwaardes van verkoping sal ter insae lê vir inspeksie, voordat die eksekusieverkoop plaasvind by die kantore van die Balju van die Hooggeregshof by die adres hierbo gemeld.

Die eiendom betrokke is geleë te Huis 18, Maokeng Seksie, Tembisa, Kempton Park.

Die eiendom bestaan uit die volgende: Eetkamer, kombuis, twee slaapkamers en toilet.

Die terme van verkoping is soos volg: 10% (tien persent) van die verkoopprijs in kontant op die datum van die verkoping, en die balans betaalbaar by registrasie van die eiendom in die naam van die koper, welke balans gewaarborg moet word deur 'n bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf die datum van die verkoping.

Die afslaer se kostes is ook betaalbaar deur die koper op die dag van verkoping.

Geteken en gedateer te Pretoria op hierdie 9de dag van Desember 1994.

H. J. Groenewald, Prokureur vir Eksekusieskuldeiser, Schoemanstraat 1242, Hatfield, Pretoria. [Tel. (012) 342-4033/4.] (Verw. mnr. Mbetha/cp/E33.)

**Case 25825/92**

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

In the matter between **Mmamolatlato Agnes Maome**, Execution Creditor, and **Moepeng Simon Maome**, Execution Debtor

In execution of a judgment dated 10 November 1993 and writ issued on 2 August 1994, of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale with a reserve price of R10 000 (ten thousand rand) will be held by the Sheriff of the Supreme Court (Transvaal Provincial Division) at 8 Park Street, Kempton Park, on Thursday, 12 January 1995, at 10:00, onwards, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, at the office of the Sheriff for the Supreme Court, namely:

House 18, Maokeng Section, Tembisa, Kempton Park.



A dwelling consisting of: Dinning-room, kitchen, two bedrooms and toilet.

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

Auctioneer's charges are also payable by the purchaser on the day of sale.

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

H. J. Groenewald, 1242 Schoeman Street, Hatfield, Pretoria, 0083. (Ref. Mnr Mbetha/cp/E33.)

Case 19699/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **ABSA Bank Ltd** (previously trading as Bankorp Ltd), Plaintiff, and  
**Mzingani Wilmot Masondo**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and a writ of execution, dated 28 June 1994, the property listed herein will be sold in execution on 12 January 1995, at 10:00, in front of the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder:

Erf 600, Isiphetweni Township, Registration Division IR, Transvaal, measure 385 (three hundred and eighty-five) square metres, held by Certificate of Registered Lease Hold TL61190/92, situated at 600 Isiphetweni, Tembisa.

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

**Improvements:** A house consisting of toilet, two bedrooms, bathroom, kitchen, dining-room, tile roof and fenced.

**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 16,25% (sixteen comma two five 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, Kempton Park.

Date: 1 December 1994.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Mrs Swanepoel/TA1209.)

Saak 525/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **L. E. Chidi**, Eiser, en **I. M. Maseko**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 19 November 1993, en 'n lasbrief vir eksekusie word die volgende onroerende eiendom in eksekusie verkoop op 13 Januarie 1995, om 11:00, by die kantoor van die Balju, Wonderboom/Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord:

Erf 1872, Soshanguve-dorpsgebied, Registrasieafdeling JR, Additional Descr. AK8423 A1443/89, Diagram T36970/992, grootte 300 vierkante meter, Uitklaring RPBA.

**Fisiese adres:** 1872 Blok H, Soshanguve.

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

**Reserweprys:** Daar sal geen reserweprys wees nie.

**Verbeterings:**

**AANHANGSEL A**

Die verbeterings op die beslaggelegde eiendom bestaan uit die volgende:

1. **Mure:** Onbekend.

2. **Dak:** Onbekend.

3. **Woning bestaan uit:** Twee slaapkamers, toilet, sitkamer en kombuis.

4. **Vloerbedekking:** Slaapkamers: Sement. Toilet: Sement. Sitkamer: Sement. Kombuis: Sement.

5. **Buitegeboue:** Onbekend.

6. **Is daar 'n swembad?** Nee.

7. **Is daar in boorgat?** Nee.

8. **Waarmee is eiendom omhein?** Onbekend.

Verbeterings word gegee, maar nie gewaarborg nie.

Die eiendom staan ook bekend as 1872 Blok H, Soshanguve.

**Terme:** Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 14 (veertien) dae verseker word by wyse van 'n bank- of bouverenigingswaarborg.

**Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju, van die Landdroshof, Wonderboom/Soshanguve, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Landdroshof, Wonderboom/Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria-Noord, hierdie 28ste dag van November 1994.

Smuts, Uys & Van der Schyff, Prokureurs vir Eiser, Eerste Verdieping, Zeldaparkgebou, Gerrit Maritzstraat 570, Posbus 16454, Pretoria-Noord. (Tel. 546-2331/2.) (Verw. H. Smuts/ALL/F00010.)

Case 13443/94

PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Rugan: Sharedon Fehmida**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 861, in the Township of Zakariyya Park Extension 4, Registration Division IQ, Transvaal, in extent 400 (four hundred) square metres, situated at 861 Myrrh Close, Zakariyya Park Extension 4.

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

*Residence:* Single-storey dwelling, detached, built of bricks and painted plaster and under tiled roof.

*Floors:* Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c.

*Outbuildings:* Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6608.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 28196/94

PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Barnes: Ellsie Freda**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 January 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 1093, in the Township of Ennerdale Extension 1, Registration Division IQ, Transvaal, in extent 338 (three hundred and thirty-eight) square metres, situated at 14 Cancer Street, Ennerdale Extension 1.

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

*Residence:* Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof.

*Floors:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

*Outbuildings:* Carport, brick and precast boundary walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6678.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 20381/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gert Welgemoed**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, at Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 20 January 1995 at 10:00, of the following property:

Portion 12 (a portion of Portion 7), of Erf 1289, in the Rustenburg Township, Registration Division JQ, Transvaal, measuring 700 square metres, held by the Defendant under Deed of Transfer T19305/90.

This property is situated at 41A Brink Street, Rustenburg, 0300.

The property is improved as follows: Three bedrooms, two bathrooms/toilet, kitchen, lounge, family-room, dining-room, carport, swimming-pool and single-storey dwelling-house.

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

The full conditions of sale can be inspected at the Sheriff's Office at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

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

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

**Saak 4530/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP**

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **E. Cilliers**, getroud binne gemeenskap van goed met M. C. Cilliers, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23 Klerksdorp, in eksekusie verkoop op 13 Januarie 1995, om 10:00:

Erf 190, geleë in die dorp La Hoff, bekend as Lautzlaan 121, La Hof, Registrasieafdeling IP, Transvaal, groot 1 566 (eenduisend vyfhonderd ses-en-sestig) vierkante meter, gehou kragtens Akte van Transport T65430/91, bestaande uit sitkamer, studeerkamer, eetkamer, drie slaapkamers, twee badkamers met toilette en kombuis met opwas.

Twee motorhuise, buite toilet, lapa en swembad.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs onmiddellik in kontant betaalbaar is.
2. Die balans koopprijs met rente daarop teen 15,5% (vyftien komma vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of bouverenigingswaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 30ste dag van November 1994.

D. J. Lindemann, vir Erasmus Jooste, Eiser se prokureur, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. Lindemann/Van Staden/MS/ZC3640.)

**Saak 19181/94**

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Martin Louis Steynberg**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Phalaborwa, voor die Landdroskantoor, Sealeneweg, Phalaborwa, op 13 Januarie 1995 om 10:00 van:

Erf 936, geleë in die dorpsgebied Phalaborwa-uitbreiding 1, Registrasieafdeling LU., Transvaal, groot 1 636 vierkante meter, gehou kragtens Akte van Transport T44888/92, geleë te Van Wykstraat 25F, Phalaborwa.

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

**Verbeterings:** 'n Baksteen woonhuis met sinkdak, volvloermatte en vinielteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, opwaskamer, drie slaapkamers en badkamer.

**Buitegeboue:** 'n Woonstel bestaande uit drie kamers, kombuis, en badkamer met toilet.

Besigtig voorwaardes by Balju, Phalaborwa, Mediesesentrum 16, Tambotiestraat 60, Phalaborwa.

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

**Saak 8581/94**

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Rahad Ramakgaphola Leso**, Verweerder

'n Geregte verkoping word gehou deur die Balju, Pietersburg, voor die Landdroshof, Pietersburg, Bodensteinstraat, Pietersburg, op 13 Januarie 1995 om 10:00, van:

Erf 319, geleë in die dorpsgebied Westenburg, Registrasieafdeling LS, Transvaal, groot 544 vierkante meter, gehou kragtens Akte van Transport T79689/93 (beter bekend as Southornstraat 23, Westenburg, Pietersburg).

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

**Verbeterings:** 'n Baksteen woonhuis met teëldak en vinielteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Besigtig voorwaardes by Balju, Pietersburg, Bokstraat 56A, Pietersburg.

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



## 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 **Gysbert Jacobus Nell**, First Defendant, and **Catharina Sophia Susanna Wilhelmina Nell**, Second Defendant

In execution of a Judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 24 January 1995 at 10:00, to the highest bidder:

*Certain property:*

(a) Portion 17, as shown and more fully described on Sectional Plan SS66/78 in the Scheme known as Caran in respect of the land and buildings situated at Erf 2764, in the Township of Pretoria, Registration Division JR, Transvaal, measuring with a floor area of 86 square metres, situated 111 Caran Flats, 418 Van der Walt Street, Pretoria.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance as endorsed on the said sectional plan.

*Terms and conditions of sales:*

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

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

*Description of property:* Flat: Lounge, kitchen, two bedrooms, bathroom and w.c.

*Common property facilities:* Drying area and parking.

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

*Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at Margaretha Street 30, Riverdale, Pretoria.

Signed at Pretoria on this 15th day of December 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Mrs Tkartoudes/MKIRSTEN/N1346.)

Case 994/93

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

In the matter between **Bhekisisa Edward Msomi**, Plaintiff, and **Thabitha Mamsie Msomi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 26 October 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 January 1995 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, the highest bidder:

*Property:* Erf 11832, Interland, kwaThema, Springs, Registration Division IR, Transvaal, measuring 600 square metres.

*Postal address:* 11832 Interland, kwaThema, Springs.

*Improvements* (but nothing is guaranteed in respect hereof): Brick building with tiled roof, three bedrooms, lounge, kitchen, bathroom and garage.

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

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

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

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

Dated at Springs on this the 12th day of December 1994.

J. S. Mathibela, c/o Manning, Ngcobo & Associates, First Floor, E.P. Building, corner of Third Street and Fourth Avenue, Springs. [Tel. (011) 815-6675.] (Ref. JSM/es/M759.)

## CAPE • KAAP

Saak 13736/91

### IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Bankorp Beperk**, Eiser, en **mnr. P. J. Olivier**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 16 September 1992, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 13 Januarie 1995 om 11:15, op die perseel te Drostdystraat 120, Kraaifontein, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 1350, Kraaifontein, in die munisipaliteit Kraaifontein, en afdeling Paarl, groot 496 (vierhonders ses-en-negentig) vierkante meter, gehou kragtens Transportakte T5505/1974, ook bekend as Drostdystraat 120, Kraaifontein.

**Beskrywing:** Baksteen, asbes, sitkamer, eetkamer, twee slaapkamers, badkamer, kombuis en motorhuis.

**Betaalvoorwaardes:** Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker word deur 'n bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

**Verkoopvoorwaardes:** Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker word deur 'n bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville, Tel. 948-8326/7.

Gedateer te Bellville op hede die 29ste dag van November 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Saak 13028/93

### IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk**, Eiser, en **W. Eksteen**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof van 12 November 1990, sal die volgende in eksekusie aan die hoogste bieder verkoop word te Maasdamstraat 17, Diazville, Saldanha, in die distrik Malmesbury, op 13 Januarie 1995 om 13:00:

Sekere Erf 4298, Saldanha, geleë in die munisipale gebied Vredenburg-Saldanha, afdeling Malmesbury, groot 312 vierkante meter, gehou kragtens Transportakte T32722/92.

**Verkoopvoorwaardes:**

1. Die verkoping sal onderworpe wees aan die Hofreëls en die toepaslike titelakte van die eiendom, en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. **Betaling:** Tien persent (10%) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 12,5% (twaalf komma vyf persent) per jaar (en ingeval daar enige ander voorkeurskuldeiser is) dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae van datum van verkoping afgelewer moet word.

3. **Voorwaardes:** Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Vredenburg.

**Beskrywing:** Steengebou met asbesdak.

Gedateer te Kaapstad op hierdie 21ste dag November 1994.

Heyns & Vennote Ing., Eiser se Prokureurs, 45-On-Castle, Vyfde Verdieping, Kasteelstraat 45, Kaapstad. (Tel. 24-0301.) (Verw. J. H. Heyns/K223.)

Saak 940/94

### IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Stannic Contract Hire (Pty) Ltd**, Eksekusieskuldeiser, en **Credit Collections CC**, Eerste Eksekusieskuldenaar, en **Gregory John Monteith**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Wynberg, en lasbrief vir eksekusie teen goed gedateer 2 Mei 1994, sal die ondervermelde eiendom op 17 Januarie 1995 om 14:00, te 73 Alicante Avenue, Table View, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere halwe aandeel in Erf 14256, Milnerton, in die munisipaliteit Milnerton, afdeling Kaap, groot 657 vierkante meter, gehou kragtens Transportakte T4778/93, bestaande uit dubbele motorhuis, drie slaapkamers met ingeboude kaste, twee badkamers, 'n oop-plan kombuis met ingeboude kaste en in 'n sitkamer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kaapstad, nagesien word.

Gedateer te Kaapstad op 17 November 1994.

Jan S. De Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. AR/C156.)

## Case 9399/94

## 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 Terblanche**, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 9 January 1995 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 5773, Blue Downs, 180 (one hundred and eighty) square metres, held by Deed of Transfer T54449/1991, situated at 1 Plane Street, Hindle Park, Kuils River, 7580, two bedrooms, bathroom/toilet, lounge, kitchen and brick building.

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 centum) 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 23067/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Marius Uys** and **Elizabeth Maria Uys**

The following property will be sold in execution at the site of the property, 211 Riley Street, Parow Valley, Western Cape, on Monday, 16 January 1995 at 10:00, to the highest bidder:

Remainder Erf 11176, Parow, in extent 661 square metres, held by T54837/1992, situated at 211 Riley Street, Parow Valley, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0504/104013/gl.)

## Case 3345/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STRAND HELD AT STRAND

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Haroon Alrashied Allie**, Judgment Debtor

In pursuance of a judgment granted on 28 October 1994, in the Strand Magistrate's Court, the following property will be sold to the highest bidder on 18 January 1995 at 12:30, at 26 Saxonburg Street, Strand:

*Description*: Erf 9589, Strand, Municipality of the Strand, Stellenbosch Division, in extent seven hundred and four (704) square metres.

*Postal address*: 26 Saxonburg Street, Strand.

*Improvements*: *Dwelling*: Lounge, two bedrooms and bathroom/toilet/shower, held by Deed of Transfer T17255/94.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment*: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 17th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Street, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z59336/HVN/Mrs Wolmarans.)



Case 1340/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd**, trading as United Bank, Judgment Creditor, and **Theodore Crispian Kadamen**, Judgment Debtor

In pursuance of a judgment granted on 5 July 1994, in the Cape Town Magistrate's Court, the following property will be sold to the highest bidder on 19 January 1995 at 09:30, at 64 Greatmore Street, Woodstock:

*Description:* Erf 118392, Cape Town at Woodstock, in the Municipality of Cape Town, Cape Division, in extent three hundred and ninety-four (394) square metres.

*Postal address:* 64 Greatmore Street, Woodstock.

*Improvements:* Dwelling: Four bedrooms, kitchen, lounge, bathroom and dining-room, held by Deed of Transfer T47636/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 17th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Street, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z54918/HCVN/Mrs Wolmarans.)

Case 1417/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lennox Mthunzi Maneli**, Defendant

In pursuance of a judgment of the above Honourable Court dated 30 September 1994, and the warrant of execution dated 19 October 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 13 January 1995 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1747, Kwadwesi, situated in the Kwamagxaki/Kwadwesi Development Area, Administrative District of Port Elizabeth, measuring 264 square metres, held by the Defendant under Deed of Transfer TL1006/93, situated at 90 Mngabane Street, Kwadwesi III, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles, lounge, dining-room, kitchen, three bedrooms and bath/w.c.

*Zoning:* In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

*Material conditions of sale:* The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 17th day of November 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray.)

Case 2844/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Stevens**, First Defendant, and **Jillian Maryncia Stevens**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 24 January 1994 and the warrant of execution dated 3 October 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 13 January 1995 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 9036, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 300 square metres, held by the Defendants under Deed of Transfer T26129/93, situated at 47 Mistlebe Avenue, Bethelsdorp, Port Elizabeth.

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

Lounge, kitchen, two bedrooms, bath/w.c. and brick under asbestos.

*Zoning:* In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

*Material conditions of sale:* The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 17th day of November 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray.)

**Case 2018/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Peter Adonis**, First Judgment Debtor, and **Marlene Vanessa Adonis**, Second Judgment Debtor

In pursuance of a judgment granted on 5 September 1994, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 19 January 1995 at 10:00, at Mitchells Plain Court-house:

*Description:* Erf 4652, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 214 (two hundred and fourteen) square metres, held by Deed of Transfer 76098/92.

*Postal address:* 16 Bashee Close, Portlands.

*Improvements:* Dwelling: Three bedrooms, lounge, kitchen and bathroom/toilet.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 11th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

**Case 5176/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STRAND HELD AT STRAND**

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Jean-Michel Olivier Brault**, Judgment Debtor

In pursuance of a judgment granted on 22 August 1994, in the Strand Magistrate's Court, the following property will be sold to the highest bidder on 18 January 1995 at 11:00, at Strand Court-house:

*Description:* Erf 2353, Gordons Bay, situated in the Municipality of Gordon's Bay, Stellenbosch Division, in extent 1 780 (one thousand seven hundred and eighty) square metres, held by Deed of Transfer 54264/92.

*Postal address:* 3 Chapman Lane, Gordon's Bay.

*Improvements:* Vacant plot.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 11th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 6276/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Lionel Peter Beukes**, First Judgment Debtor, and **Gale Janine Cathline Beukes**, Second Judgment Debtor

In pursuance of a judgment granted on 2 August 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 17 January 1995 at 09:00, at Kuils River Court-house:

*Description:* Erf 2735, Blue Downs in the Local Area of Blue Downs, Stellenbosch Division, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer 48030/93.

*Postal address:* 5 Caracas Street, Malibu Village.

*Improvements:* Dwelling: Three bedrooms, bathroom, toilet, lounge and kitchen.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 16th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 3655/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between **ESKOM**, Judgment Creditor, and **Jan Jacob van Wyk**, Judgment Debtor

In pursuance of a judgment granted on 17 September 1990, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 17 January 1995 at 10:00, at Malmesbury Court-house:

*Description:* Erf 2613, Westfleur, situated in the Residential Area of Atlantis, Cape Division, in extent five hundred and twenty-five (525) square metres.

*Postal address:* 78 Acacia Crescent, Atlantis.

*Improvements:* Dwelling, lounge, kitchen, three bedrooms and bathroom/toilet, held by Deed of Transfer 9940/88.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 7th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W57369/HVN/Mrs Wolmarans).

Case 39910/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Standard Credit Corporation**, Plaintiff, and **Sedick Daniels**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 1 February 1994, the property listed hereunder, and commonly known as 1 Adelaide Road, Woodstock, will be sold in execution at the premises on Thursday, 12 January 1995 at 12:30, to the highest bidder:

Erf 12923, Cape Town, at Woodstock, in the Municipality of Cape Town, Cape Division, in extent 502 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, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 21st 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.138.)



Case 8413/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Moegamat Sadick Samuels**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 9 January 1995 at 09:00:

Erf 2256, Eerste River, in the local area of Blue Downs, Stellenbosch Division, in extent 371 (three hundred and seventy-one) square metres, held by Deed of Transfer T9219/94, situated at 13 Arniston Crescent, High Places, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, bathroom/toilet and two bedrooms.

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 29th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 9146/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Eugene Mark Adonis**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 9 January 1995 at 09:00:

Erf 3703, Blue Downs, situated in the local area of Blue Downs, Administrative District of Stellenbosch, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T23556/91, situated at 22 Milkwood Street, Hillcrest, Blue Downs.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 1976/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **Standard Krediet Korporasie**, Eiser, en **Johannes Machiel Cloete**, Verweerder

Neem kennis dat kragtens 'n vonnis in hierdie Agbare hof toegestaan op 20 Mei 1992, is die volgende eiendom per geregtelike veiling te koop op 13 Januarie 1995 om 10:00, te die Landdroskantoor, Postmasburg, naamlik:

Sekere Erf 310, Postmasburg, geleë in die Munisipaliteit van Postmasburg, afdeling Hay, groot 607 (seshonderd en sewe) vierkante meter, gehou kragtens Transportakte T417/1986, 'n woonhuis met buitegeboue en wat geleë is te Viljoenstraat 6, Postmasburg, op die volgende voorwaardes, naamlik:

1. Dat die verkoopvoorwaardes onmiddellik voor die verkoping by die Landdros Hof, Postmasburg, voorgelees sal word deur die Balju.

2. Dat die gemelde verkoopvoorwaardes na datum hiervan en voor die datum van die veiling beskikbaar is by die kantore van André de Beer, Prokureur vir Eiser.

3. Dat onmiddellik na die toeslaan van die bod 'n bedrag van minstens 10% (tien persent) van die verkoopprijs betaal word aan die Balju.

4. Dat die balans van die koopprijs deur die Koper betaalbaar is teen registrasie van oordrag van die eiendom in sy naam as sekuriteit waarvoor hy binne 14 (veertien) dae na datum van die veiling 'n aanvaarbare bank- of bouverenigingwaarborg lewer aan die Balju.

Geteken te Postmasburg op hierdie 6de dag van Desember 1994.

André De Beer, Prokureur vir Eiser, Posbus 18, Bostraat 24, Postmasburg.

Case 1263/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELLINGTON HELD AT WELLINGTON

**ABSA Bank Limited**, trading as United Bank, *versus* **Alvin Efraim**, and **Mariline Efraim**

The following property will be sold in execution by public auction held at 7 Marina Close, Van Wyksvlei, Wellington, to the highest bidder on 10 January 1994 at 10:00:

Erf 8765, Wellington, in the Municipality of Wellington, Division of Paarl, in extent 421 (four hundred and twenty-one) square metres, held by Deed of Transfer T4002/94, situated at 7 Marina Close, Van Wyksvlei, Wellington.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 168/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VREDENBURG HELD AT VREDENBURG

**ABSA Bank Limited**, trading as United Bank, *versus* **Thomas Nicolas John Gous** and **Maatjie Johanna Elizabeth Gous**

The following property will be sold in execution by public auction held at Stasie Road, Vredenburg, to the highest bidder on 13 January 1995 at 12:00:

Erf 1437, Vredenburg, in the Municipality of Vredenburg-Saldanha, Division of Malmesbury, in extent 1 430 (one thousand four hundred and thirty) square metres, held by Deed of Transfer T52381/91, situated at Stasie Road, Vredenburg.

Erf 1439, Vredenburg, in the Municipality of Vredenburg-Saldanha, Division of Malmesbury, in extent 1 431 (one thousand four hundred and thirty-one) square metres, held by Deed of Transfer T54494/91, situated at Stasie Road, Vredenburg.

*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: Vacant land and two workshops with office store and two toilets.

3. *Payment:* Ten per centum (10%) of the purchase price on the day 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 this 29th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 32059/94

## 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*, **Peter Wissman**

The following property will be sold in execution by public auction held at 55 Dagbreek Street, Sybrandpark, to the highest bidder on 10 January 1995 at 12:00:

Erf 29790, Cape Town, at Mowbray in the Municipality of Cape Town, Cape Division, in extent 535 (five hundred and thirty-five) square metres, held by Deed of Transfer T19593/1979, situated at 55 Dagbreek Street, Sybrandpark.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 71414/94

## 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*, **Edward Stephan van Zyl**, and  
**Jeanette Merrilyn van Zyl**

The following property will be sold in execution by public auction held at 49 Tanner Street, Kraaifontein, to the highest bidder on 12 January 1995 at 11:00:

Erf 6474, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T7525/72, situated at 49 Tanner Street, Kraaifontein.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge/dining-room, kitchen, four bedrooms, bathroom/shower, toilet/shower, outbuilding attached garage, toilet and swimming-pool.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 27363/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **ABSA Bank Limited**, trading as United Bank *versus*, **Lloyd Rodney Clyde Matolla**, and  
**Rosemary Frances Matolla**

The following property will be sold in execution by public auction held at Bellville Magistrate's Court, to the highest bidder on 12 January 1995 at 09:15:

Erf 32388, Bellville, in the Local Area of Belhar, Cape Division, in extent 376 (three hundred and seventy-six) square metres, held by Deed of Transfer T43393/93, situated at 24 Mimosa Crescent, Mimosa Village, Belhar.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet and toilet/shower.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 4059/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N. J. Londt**, Plaintiff, and **B. J. van Wyk (L 00026)**, Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 11 January 1995 at 11:30:

*Property:* Erf 1658, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 363 (three hundred and sixty-three) square metres, held by Deed of Transfer T52871/1986.

More specifically known as 24 Koggeleberg Street, Blackheath.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jk.)



Case 3117/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **E. J. Boswell (NB 0092)**, First Defendant, and **Mrs M. R. Boswell (NB 0092)**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 20 January 1995 at 10:45:

*Property:* Erf 5628, Kuils River, in the Municipality of Kuils River, Division of Cape, measuring 543 (five hundred and forty-three) square metres, held by Deed of Transfer T12060/1980, more specifically known as 12 Boundary Street, Sarepta, Kuils River.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.)

Case 4494/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **A. September (NB 0066)**, First Defendant, and **Mrs H. V. September (NB 0066)**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 20 January 1995 at 11:45:

*Property:* Erf 1962 (Gaylee, in the Melton Rose Local Area, Division of Stellenbosch), measuring 332 (three hundred and thirty-two) square metres, held by Deed of Transfer T20099/1988, more specifically known as 10 Rona Court, Dennewerf, Blackheath.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.)

Case 4943/88

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank *versus* **Martin Andrew Goliath**, and **Lilian Rosaline Goliath**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 January 1995 at 09:00, to the highest bidder:

Erf 2613, portion of Erf 44, Kleinvelei, in extent 581 square metres, held by T58397/1987, situated at 45 Smarag Street, Kleinvelei, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D8U0531/106190/gl.)

Case 4834/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank *versus* **Derick Mervin Williams**, and **Ellen Francina Williams**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 January 1995 at 09:00, to the highest bidder:

Erf 384, Kleinvelei, in extent 466 square metres, held by T56451/1983, situated at 57 Poplar Road, Rosedale, Kleinvelei, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U2231/cs.)

#### Case 3164/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank, *versus* **Derek Everton Heradien**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 January 1995 at 09:00, to the highest bidder:

Erf 582, Kleinvlei, in extent 600 square metres, held by T26419/1985, situated at 34 Lindentree Street, Forest Heights, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom and en suite shower/toilet. Double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1248/100458/gl.)

#### Case 6908/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank, *versus* **Cornelius Johannes Saayman and Arlene Phillipina Lombard**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 January 1995 at 09:00, to the highest bidder:

Erf 2461, Eerste River, in extent 406 square metres, held by T51875/1993, situated at 29 Waratah Street, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U107290/gl.)

#### Case 11661/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Limited**, trading as United Bank, *versus* **Karel Herman Koch and Christina Wilhelmina Koch**

The following property will be sold in execution at the site of the property, 24 De Keur Avenue, Proteaville, Durbanville, Western Cape, on Monday, 16 January 1995 at 11:30, to the highest bidder:

Erf 1666, Durbanville, in extent 2 025 square metres, held by T17889/1992, situated at 25 De Keur Avenue, Proteaville, Durbanville, Western Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-room/family room, kitchen, laundry, three bedrooms, bathroom/toilet, shower/toilet, external toilet, double garage and swimming-pool.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0276/103842/gl.)

**Case 25047/91**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**ABSA Bank Limited**, trading as United Bank, *versus* **Stanley David Fisher and Eliza Jane Fisher**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 17 January 1995 at 10:00, to the highest bidder:

Erf 492, Mitchells Plain, in extent 122 square metres, held by T20755/1990, situated at 4 Elsenburg Street, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet and store.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0519/100572/gl.)

**Case 7268/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Sunella Kleynhans**, Judgment Debtor

In pursuance of a judgment granted on 19 October 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 17 January 1995 at 09:00, at Kuils River Court-house:

*Description:* Erf 8969, Brackenfell in the Municipality of Brackenfell, Stellenbosch Division, in extent 380 (three hundred and eighty) square metres, held by Deed of Transfer 57310/92.

*Postal address:* 6 Davenport Close, Malborough Park.

*Improvements:* Dwelling: Three bedrooms, lounge, kitchen, bathroom and garage.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 18th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

**Case 17396/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Brian Leyds**, First Judgment Debtor, and **Magdalene Rose Leyds**, Second Judgment Debtor

In pursuance of a judgment granted on 3 October 1994, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 16 January 1995 at 14:00, at Bellville Court-house:

*Description:* Erf 32308, Bellville in the Local Area of Belhar, Cape Division, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer 70969/92.



*Postal address:* 8 Hawthorne Crescent, Belhar.

*Improvements:* Dwelling: Three bedrooms, toilet, bathroom, lounge and kitchen.

1. The full and complete conditions of sale will be read immediately before the date and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 18th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

#### Case 6088/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Mathew Etienne Kuhn**, Judgment Debtor

In pursuance of a judgment granted on 29 June 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 17 January 1995 at 09:00, at Kuils River Court-house:

*Description:* Erf 1362, Kraaifontein in the Municipality of Kraaifontein, Paarl Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer 60276/93.

*Postal address:* 125 Dorp Street, Kraaifontein.

*Improvements:* Dwelling: Lounge, dining-room, kitchen, bathroom, three bedrooms, swimming-pool and garage.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 18th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

#### Case 014558/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**ABSA Bank Limited**, trading as United Bank (formerly United Bank Limited, formerly United Building Society Limited) *versus* **Noluthando Sybil Qeru**

The following property will be sold in execution at the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 13 January 1995 at 14:15, to the highest bidder:

Erf 13306, Kwaford, in extent 344 (three hundred and forty-four) square metres, held by Deed of Transfer TL13306/2, situated at 80 Ntshekisa Street, Kwaford, Port Elizabeth.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Brick under tiles, lounge, kitchen, three bedrooms and bath/w.c./hb.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Goldberg & De Villiers, Attorneys for Judgment Creditor, First Floor, University Chambers, 26 Bird Street, Port Elizabeth. (Ref. D. Ferreira/ejr.)

#### Case 7874/94

#### 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, Judgment Creditor, and **Elroy Jantjies**, Judgment Debtor

In pursuance of a judgment granted on 23 September 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 17 January 1995 at 09:00, at Kuils River Court-house:

*Description:* Erf 4616, Blue Downs, situated in the Local Area of Blue Downs, Administrative District of Stellenbosch, in extent three hundred and eighteen (318) square metres. *Postal address:* 53 Plane Street, Hindle Park.

*Improvements:* Dwelling: Three bedrooms, bathroom, toilet, lounge and kitchen. Note: Fire damage. Held by Deed of Transfer 56474/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 18th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

**Case 15335/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, Plaintiff, and **F. J. Esau (NB 0051)**, First Defendant, and **D. G. Esau (NB 0051)**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 11 January 1995 at 10:00:

*Property:* Erf 68, Rustdal, in the Local Area of Rustdal, Division of Stellenbosch, measuring 793 (seven hundred and ninety-three) square metres, held by Deed of Transfer T2937/1992. More specifically known as 10 Cactus Road, Rustdal, Blackheath.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.)

**Case 25519/91**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

In the matter between **NBS Bank Limited**, Plaintiff, and **I. F. Groenestein (NB 0043)**, First Defendant, and **W. A. Groenestein (NB 0043)**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 10 January 1995 at 11:45:

*Property:* Erf 958, Eversdal, in the Municipality of Bellville, Cape Division, measuring 1 003 (one thousand and three) square metres, held by Deed of Transfer T31114/1972.

More specifically known as 12 Nassau Crescent, Eversdal, Bellville.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.)

**Case 16194/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Limited**, Plaintiff, and **Nazeem Ventura (NB 0002)**, Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 11 January 1995 at 10:45:

*Property:* Erf 2037, Gaylee, in the Melton Rose Local Area, Stellenbosch Division, measuring 255 (two hundred and fifty-five) square metres, held by Deed of Transfer T25606/1988.

More specifically known as 17 Argyle Way, Denneremere, Blackheath.

*Conditions:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.)

## Case 15332/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **Miss J. S. Koorts** (NB 0017), Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 10 January 1995 at 10:45:

*Property:* Erf 1291, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T68355/91, more specifically known as 124 Van der Merwe Street, Kraaifontein.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated the 14th day of November 1994.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.) Sheriff, Magistrate's Court, 29 Northumberland Street, Bellville. (Ref. A. Matthee.)

## Case 5133/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **Cedric Llewellyn Hagglund** (NB 0072), First Defendant, and **Donita Hagglund** (NB 0072), Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 11 January 1995 at 12:15:

*Property:* 6623 Blue Downs, in the Local Area of Blue Downs, Administrative District of Stellenbosch, measuring 164 (one hundred and sixty-four) square metres, held by Deed of Transfer T1313/1991, more specifically known as 11 Antares Lane, Fountain Village, Blue Downs.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated the 15th day of November 1994.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.) Sheriff, Magistrate's Court, 29 Northumberland Street, Bellville. (Ref. A. Matthee.)

## Saak 909/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **ABSA Bank Bpk.**, Eksekusieskuldeiser, en **J. J. Fortuin**, Eerste Eksekusieskuldenaar, en **M. M. Fortuin**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Worcester, gehou te Worcester, en lasbrief gedateer 27 September 1994, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Maandag, 16 Januarie 1995 om 11:00, te die perseel te Carlsingel 18, Worcester, aan die hoogste bieder verkoop word:

Erf 10090, Worcester, in die munisipaliteit en afdeling Worcester, groot 600 vierkante meter, geleë soos hierbo.

*Terme:*

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Worcester.

Gedateer te Paarl op hierdie 18de dag van November 1994.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.



Case 7348/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Natal Building Society**, Plaintiff, and **D. W. Manchest**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg, and writ of execution dated 12 April 1994 the property listed hereunder will be sold in execution on 5 January 1995 at 12:00, at 23 Goede Square, Kewtown, Athlone, to the highest bidder:

*Certain:* Erf 122173, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, known as 23 Goede Square, Kewtown, Athlone, 7800, in extent 499 (four hundred and ninety-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Two single dwellings, brick walls, under asbestos roof, consisting of five bedrooms, two kitchens, two toilets/bathrooms and two lounges.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Wynberg. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 17th day of November 1994.

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (Ref. INV/MB/N254.)

Case 1059/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank, *versus* **Stanford Basil Flandorp** and **Eva Shirley Flandorp**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 9 January 1995 at 09:00:

Erf 4235, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 304 (three hundred and four) square metres, held by Deed of Transfer T59944/88, situated at 226 Stratford Avenue, Electric City, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 24th day of November 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 53101/1991

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Limited**, trading as United Bank, *versus* **Kenneth Johnathan George Johnson** and **Nettie Rina Johnson**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 17 January 1995 at 10:00, to the highest bidder:

Erf 18821, Mitchells Plain, in extent 160 square metres, held by T29201/1988, situated at 7 Copper Street, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1271/100469/gl.)

Case 22205/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Limited**, trading as United Bank, *versus* **Andrée Bonthuys**

The following property will be sold in execution at the site of the property, 6 Braeside Road, Kenilworth, Western Cape, on Thursday, 19 January 1995 at 12:00, to the highest bidder:

Erf 64301, Cape Town, at Kenilworth, in extent 692 square metres, held by T11287/1988, situated at 6 Braeside Road, Kenilworth, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms, two toilets, two garages and servant's room. Swimming-pool.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U108517/gl.)

Saak 22404/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Stephanus van Rooyen**, Eerste Eksekusieskuldenaar, en **Francis E. van Rooyen**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 17 Januarie 1995 om 12:00, op die perseel:

Erf 10750, Parow, in die munisipaliteit Parow, afdeling Kaap, groot 644 vierkante meter, gehou kragtens Transportakte T7121/1992, ook bekend as Joubertstraat 19, Parowvallei.

*Verkoopvoorwaardes*:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

*Hoofgebou*: Baksteengebou bestaande uit drie slaapkamers, kombuis, sitkamer, toilet en badkamer.

*Buitegebou*: Dubbelmotorhuis met stoorkamer.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 22ste dag van November 1994.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 2677/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Maureen Veronica Wrench**, First Execution Debtor, and **Manuel Rodrigues D'Achada**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Simon's Town in the above matter, a sale will be held on Friday, 20 January 1995 at 11:30, in front of the Simon's Town Magistrate's Court-house:

Erf 93718, Cape Town, at Muizenberg, situated at 6 Zee Close, Marina da Gama, Muizenberg, measuring (697) six hundred and ninety-seven square metres, held by Title Deed T18319/94.

*Conditions of sale*:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Simon's Town.

Dated at Cape Town on this the 24th day of November 1994.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Sreet, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z31741.)

Case 20190/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Limited, trading as United Bank, versus Amina Agherdien**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 17 January 1995 at 10:00, to the highest bidder:

Erf 1031, Mitchells Plain, in extent 218 square metres, held by T55990/1988, situated at 127 Dagbreek Avenue, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and carport.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0453/109564/gl.)

Case 33307/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Limited, trading as United Bank, versus Abraham Stuart and Francina Stuart**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 16 January 1995 at 10:00, to the highest bidder:

Erf 10825, Mitchells Plain, in extent 140 square metres, held by T71363/1988, situated at 30 Foxglove Street, Lentegur, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2056/106956/gl.)

Case 4523/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Frans Johannes Benjamin Papier**, First Judgment Debtor, and **Elizabeth Papier**, Second Judgment Debtor

In pursuance of a judgment granted on 8 September 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 18 January 1995 at 09:00, at Kuils River Court-house:

*Description:* Erf 3611, Blue Downs, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent three hundred and thirty (330) square metres.

*Postal address:* 63 Goldstein Street, Hillcrest.

*Improvements:* Dwelling: Two bedrooms, bathroom, toilet, lounge and kitchen.

Held by Deed of Transfer 34736/91.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16,75% (sixteen comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 24th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W58077/HVN/Mrs Wolmarans.)



Case 6878/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank, *versus* **Hendrik Jacobus Plaatjies and Martha Johanna Plaatjies**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 January 1995 at 09:00, to the highest bidder:

Erf 2127, Kleinvlei, in extent 375 square metres, held by T1778/1989, situated at 16 Kremetart Street, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1574/119313/gl.)

Case 7534/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as United Bank, *versus* **Patrick Francoise Titus and Gertrude Ann Cupido**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 January 1995 at 09:00, to the highest bidder:

Erf 521, Blue Downs, in extent 262 square metres, held by T67402/1989, situated at 29 Waldstadt Avenue, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2244/100212/gl.)

Case 5471/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Jacoba Hendrika van der Heever**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 January 1995 at 09:00, to the highest bidder:

Erf 3463, Blue Downs, in extent 315 square metres, held by T23558/1991, situated at 10 Rose Street, Hillcrest Heights, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4A0237/106807/gl.)

Case 15608/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT THE CAPE

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Raymond George Henry Mitchell**

The following property will be sold in execution at the site of the property, 11 Magnolia Crescent, Rugby, Western Cape, on Tuesday, 17 January 1995 at 12:30, to the highest bidder:

Erf 148822, Cape Town, at Rugby, in extent 267 square metres, held by T57767/1992, situated at 11 Magnolia Crescent, Rugby, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, dressing room, two bedrooms and bathroom/shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4A106961/gl.)

Case 15122/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus*, **Randall Hoffmeister**, and **René Hoffmeister**

The following property will be sold in execution in front of the Court-house, for the District of Mitchells Plain, on Tuesday, 17 January 1995 at 10:00, to the highest bidder:

Erf 3716, Mitchells Plain, in extent 230 square metres, held by T95303/1993, situated at 32 Rozendal Way, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4U108519/gl.)

Saak 15475/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Maureen Thelma Kruger**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, dateer 6 Junie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 13 Januarie 1995 om 14:15, by die Nuwe Gereghowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 2648, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 246 vierkante meter, gehou kragtens Transportakte 94925/93, ook bekend as Gustav Prellerlaan 15, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, een en 'n half badkamer en kombuis.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

*Betaalvoorwaardes*: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

*Verkoopvoorwaardes*: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

*Datum*: 10 November 1994.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z20634.)

Saak 17782/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **David Richard Francis**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, dateer 6 September 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 13 Januarie 1995 om 14:15, by die Nuwe Gereghowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 2552, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 357 vierkante meter, gehou kragtens Transportakte T59737/93, ook bekend as 1 Fernglade A G Visserrylaan, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

**Datum:** 16 November 1994.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z21044.)

Case 5934/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Plaintiff, and **B. A. Joubert (NB 0073)**, Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 10 January 1995 at 10:00:

Erf 4363, Kraaifontein, in the Municipality of Kraaifontein, Division Paarl, measuring 744 (seven hundred and forty-four) square metres, held by Deed of Transfer T48943/1981, more specifically known as 5 Erasmus Street, Scottsville, Kraaifontein.

**Conditions of sale:**

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

**Date:** 15 November 1994.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow; Auctioneer for Plaintiff, Sheriff-Magistrate's Court, 29 Northumberland Street, Bellville. (Ref. HMP Kruger/jdt.)

Case 1874/94

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Christiaan Ludick & Magdalena Mary Ludick**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 13 January 1995 at 13:00:

Erf 7634, Vredenburg, in the Municipality of Vredenburg-Saldanha, Administrative District of Malmesbury, in extent 438 square metres, also known as 21 Dryandra Street, Vredenburg.

**Conditions:**

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, three bedrooms and bathroom/toilet.

2. **Payment:** 10% (ten per cent) 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 immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 29th day of November 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VENTERSTAD HELD AT VENTERSTAD

In the matter between **ABSA Bank Limited**, trading as Trust Bank, Judgment Creditor, and **Jacobus Cornelius Joubert**, Judgment Debtor

In pursuance of judgment granted on 17 May 1994, in the Magistrate's Court for the District of Venterstad and under a warrant of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 January 1995 at 10:00, at Venterstad, in front of the Magistrate's Court, to the highest bidder:

1. Portion 8 (a portion of Portion 2), of the farm Elandsfontein 117, in the Division of Albert, in extent 523,1069 (five hundred and twenty-three comma one nought six nine) hectares, the property is registered in the name of the Defendant and held by Deed of Transfer No. 14109/1967.

2. Portion 9 (a portion of Portion 5), of the farm Vlakfontein 83, in the Division of Steynsburg, in extent 204,3171 (two hundred and four comma three one seven one) hectares.

3. Remainder of Portion 11 (a portion of Portion 5), of the farm Vlakfontein 83, in the Division of Steynsburg, in extent 140,7096 (one hundred and forty comma seven nought nine six hectares).

4. Remainder of Portion 15, of the farm Vlakfontein 83, in the Division of Steynsburg, in extent 687,7980 (six hundred and eighty-seven comma seven nine eight nought) hectares, these properties are registered in the name of the Defendant and held by Deed of Transfer T22738/1986.

*Postal address:* Elandsfontein, Venterstad.

*Improvements:* Comprising of a conventional type dwelling and normal outbuildings.

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 (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 16,25% (sixteen comma two five 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 fourteen days after the date of sale by bank or building society as 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 Magistrate's Office, Venterstad.

Dated at Queenstown on this the 24th day of November 1994.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, P.O. Box 639, Queenstown, 5320. [Tel. (0451) 8-2053.] [Ref. Mr McDougall/tvt/T58 (ZJ0100).]

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **Standard Credit Corporation**, Plaintiff, and **Herman Schultz**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 2 November 1994, the following property will be sold in execution at Site 77 Jopie Fourie Street, Parow Valley, on 24 January 1995 at 12:00, to the highest bidder:

Certain land situated at Parow Valley, in the Parow Municipality, known as Erf 11173, in extent 595 square metres, held by Deed of Transfer T10201/1992, also known as 77 Jopie Fourie Street, Parow Valley.

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.

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

Dwelling: Three bedrooms, kitchen, lounge, dining-room, bath, toilet, shower, garage and asbestos roof.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 28% (twenty-eight per centum) per annum, calculated on the amount of the Judgment Creditor's claim, and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim, from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. The full conditions of sale which will be read out by the Messenger of the Court, immediately prior to the sale may be inspected at his office.

Silberbauers, for E. D. Wille, Attorneys for the Judgment Creditor, Southern Life Building, Riebeeck Street, Cape Town. (Ref. Mrs Beswick/122984.)

## Case 1314/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Mogamat Ghamdie Jassiem**, Judgment Debtor

In pursuance of a judgment granted on 9 August 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 18 January 1995 at 09:00, at Kuils River Court-house:

*Description:* Erf 2887, Blue Downs in the Lower Kuils River 1 Local Area, Stellenbosch Division, in extent 520 (five hundred and twenty) square metres; postal address 2 Cocobana Road, Eerste River.

*Improvements:* Dwelling: Two bedrooms, bathroom, toilet, lounge and kitchen. Held by Deed of Transfer No. 4010/89.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 28th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z55484/HVN/Mrs Wolmarans.)

## Case 13854/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Judgment Creditor, and **Ernest Peter Andrews**, Judgment Debtor, and **Yolanda Andrews**, Second Judgment Debtor

In pursuance of a judgment granted on 11 December 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 11 January 1995 at 09:00, at Kuils River, Court-house:

*Description:* Erf 5737, Eerste River in the Local Area of Blue Downs, Stellenbosch Division, in extent three hundred and thirty-three (333) square metres.

*Postal address:* 107 Bobs Way, Eerste River.

*Improvements:* Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet, held by Deed of Transfer T62745/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19% (nineteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 28th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Street, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

## Case 2844/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Stevens**, First Defendant, and **Jillian Maryncia Stevens**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 24 January 1994, and the warrant of execution dated 3 October 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 13 January 1995 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 9036, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 300 square metres, held by the Defendants under Deed of Transfer T26129/93, situated at 47 Mistletoe Avenue, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bath/w.c. and brick under asbestos.

*Zoning:* In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 17th day of November 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray.)

#### Case 1037/94

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

**ABSA Bank Limited**, trading as United Bank, *versus* **Michael Joe Davey and Cynthia Grace Davey**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 19 January 1995 at 14:00, to the highest bidder:

Erf 1309, Grassy Park, in extent 469 square metres, held by T36998/1979, situated at 29 Le Roux Road, Grassy Park, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom/shower and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0027/104266/gl.)

#### Case 17501/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Limited**, trading as United Bank, *versus* **Emile Graeme Cullum and Frederika Alberta Cullum**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 16 January 1995 at 10:00, to the highest bidder:

Erf 1116, Weltevreden Valley, in extent 420 square metres, held by T23428/1990, situated at 5 Louise Crescent, Weltevreden Glen, Weltevreden Valley, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0964/106350/gl.)

#### Case 8898/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Limited**, trading as United Bank *versus* **Aggie Gabie**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 17 January 1995 at 10:00, to the highest bidder:

Erf 28053, Mitchells Plain, in extent 120 square metres, held by T23386/1993, situated at 18 Waboomberg Street, Tafelsig, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0222/106357/gl.)



Saak 5066/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **A. Moerat**, handeldrywende as Moerat Vishandelaar, Eksekusieskuldeiser, en **J. D. Ruiters**,  
Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 12 September 1994, sal die volgende onroerende eiendom hieronder beskryf, geregteik te die Hof, Bergrivier Boulevard, Paarl, op Donderdag, 26 Januarie 1995 om 11:00, aan die hoogste bieder verkoop word:

Eksekusieskuldenaar se een-halwe onverdeelde aandeel in Erf 16716, Paarl, in die munisipaliteit en afdeling Paarl, groot 330 vierkante meter, geleë te Koorstraat 11, Paarl.

**Terme:**

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe (No. 32 van 1944), soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die Transportaktes gemaak is insoverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 18,5% (agtien komma vyf persent) per jaar tot datum van registrasie van die Transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bogenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 25ste dag van November 1994.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 9456/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **David Fortuin**, First Defendant, and **Margaret Willamina Fortuin**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 19 October 1994, the property listed hereunder, and commonly known as 19 Elands Road, Gaylee, Blackheath, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 11 January 1995 at 09:00, to the highest bidder:

Erf 1333, Gaylee, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 1 094 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, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th 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.1836.)

Saak 180/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE KEIMOE

In die saak tussen **Eerste Nasionale Bank van Namibië Bpk.**, Eksekusieskuldeiser, en **A. H. M. B. Coetzee**,  
Eksekusieskuldenaar

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en lasbrief tot eksekusie gedateer 27 Julie 1994, sal ondervermelde eiendomme geregteik verkoop word op 28 Januarie 1995 om 10:00, te die Landdroskantoor, Hoofstraat, Keimoes, aan die persoon wie die hoogste aanbod maak naamlik:

(i) Gedeelte 57, gedeelte van Gedeelte 40, van die plaas Kousas 459, geleë in die afdeling Gordonia, groot 3,1772 hektaar.

(ii) Gedeelte 66, gedeelte van Gedeelte 40, van die plaas Kousas 459, geleë in die afdeling Gordonia, groot 2,7965 hektaar.

(iii) Gedeelte 87, gedeelte van Gedeelte 40, van die plaas Kousas 459, geleë in die afdeling Gordonia, groot 2,4310 hektaar.

Al drie eiendomme gehou kragtens Transportakte 2234/1992. Op hierdie eiendomme is 'n vier-vertrek woonhuis en ongeveer drie en 'n half hektaar wingerd en ongeveer drie en 'n half hektaar wisselbou. Niks word egter gewaarborg nie.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju te Tekkies Tweedehandse Meubels, Hoofstraat, Keimoes. Die belangrikste voorwaardes daarin vervat is die volgende:

1. Dat die eiendomme vir kontant en aan die hoogste bieder verkoop sal word.

2. Die koper sal onmiddellik nadat die bod op hom toegeslaan is, 'n deposito van 10% (tien persent) van die koopprys in kontant aan die Balju betaal en die balans koopprys plus rente, sal betaalbaar wees by registrasie van transport in naam van die koper en die koper sal binne 14 dae na datum van die verkoping aan die Balju 'n bank- of ander aanneembare waarborg verstrek, wat deur die Vonnisiskuldeiser se prokureur goedgekeur moet word.

3. Die Standard Bank van Suid-Afrika Bpk., die Eerste Verbandhouer, die verkoping skriftelik bekragtig binne 14 dae na datum van verkoping.

Geteken te Keimoes hierdie 24ste dag van November 1994.

Van Niekerk & Brink, Prokureurs vir die Eksekusieskuldeiser, Hoofstraat, Posbus 39, Keimoes.

**Saak 30658/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Jaques Lionel Gouws**, Eerste Verweerder, en **Bonita Dorothy Gouws**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 26 Oktober 1994 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 13 Januarie 1995 om 14:15, by die Nuwe Gereghowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 3416, Korsten, in die munisipaliteit en afdeling van Port Elizabeth, groot 615 vierkante meter, gehou kragtens Transportakte T5787/94, ook bekend as Patiencestraat 2, Sidwell, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit eetkamer/sitkamer, portaal, twee slaapkamers, badkamer, kombuis, motorhuis en bediendekamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Noord. (Tel. 54-3887.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers en/of Balju-kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Noord. (Tel. 54-3887.)

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. 25 November 1994. (Verw. H. le Roux/sh/Z23600.)

**Saak 2294/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT**

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **NCJ du Plessis**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros Louis Trichardt en lasbrief tot geregtelike verkoping gedateer 2 Oktober 1994, sal die ondervermelde goedere in eksekusie op Vrydag, 13 Januarie 1995 om 10:00, te Port Alfred, op die genoemde perseel aan die hoogste bieder geregtelik verkoop word, naamlik:

**Sekere:** Erf 2934, geleë op die hoek van Southdown- en Lewisstraat, te Port Alfred, groot 842 vierkante meter, gehou kragtens Titellakte T50766/88.

Coxwell & Steyn, Eiser se Prokureur, Trichardtstraat 31, Posbus 52, Louis Trichardt, 0920. (Verw. mev. R. Botha/pk/E9843 022.)

**Saak 12901/90**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Kaa die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Johannes Louwrens**, Eiser, en **Michael Louw Kotze**, Verweerder

Ingevolge 'n vonnis wat in bovermelde Agbare Hof toegestaan is op 29 November 1990 en 'n lasbrief wat uit bovermelde Hof uitgereik is, sal die ondergemelde eiendom opgeveil word by die perseel op 12 Januarie 1995 om 12:00:

Die eiendom wat verkoop sal word is Erf 987, Brackenfell, geleë in die munisipaliteit van Brackenfell, afdeling Stellenbosch, groot 992 (negenhonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte T8129/1994, geleë te Coynestraat 21, Protea Hoogte, Brackenfell, synde 'n baksteenhuus met 'n asbesdak, drie slaapkamers, sitkamer, eetkamer, twee badkamers, buitetoilet, motorhuis en 'n swembad.

Die verkoopvoorwaardes kan by die kantoor van die Balju, Kuilsrivier, gelees word.

Geteken te Kaapstad gedurende Desember 1994.

Truter & Hurter Ing., Prokureurs vir die Eiser, Vyfde Verdieping, Dumbarton Huis, Kerkstraat 1, Kaapstad, 8000. (Verw. A. Heerink/15237.)

Case 7578/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Adoons Meyer**, First Defendant, and **Marigold Gladys Meyer**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 14 Cardington Close, Santana, Eerste River, on Friday, 13 January 1995 at 12:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Street, Bellville:

Erf 5733, Eerste River, in the local area of Blue Downs, Division of Stellenbosch, measuring 298 (two hundred and ninety-eight) square metres, held by Deed of Transfer T30518/92, also known as 14 Cardington Close, Santana, Eerste River (hereinafter referred to as the property).

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

Lounge, kitchen, two bedrooms and bathroom with water closet.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

2. Auctioneers charges, payable on the day of the sale to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Cape Town this 5th day of December 1994.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/40324.)

Case 2389/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Joseph Stanley Williams** and **Blanche Elizabeth Pilay**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 16 January 1995 at 10:00, to the highest bidder:

Erf 2929, Weltevreden Valley, in extent 274 square metres, held by T37037/1992, situated at 24 Casino Street, Colorado Park, Weltevreden Valley, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4A0096/104475/gl.)

Case 13704/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **John Alexander Thomas Oliver**, Plaintiff, and **Patience van der Westhuizen**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 7 November 1994, the following property will be sold on 6 January 1995 at 09:00, at the Main Foyer, Magistrate's Court, Buffalo Street, East London, to the highest bidder:

Erf 24232, East London, Municipality and Division of East London, in extent 403 (four hundred and three) square metres, situated at 57 Robert King Crescent, Buffalo Flats, East London, being a dwelling-house with usual outbuildings.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and will be sold to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at the rate of 18% (eighteen per cent) per annum shall be guaranteed for payment against transfer.



3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Co., Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. M. A. Yazbek/ Miss Halley.)

**Saak 663/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON**

In die saak tussen **Upington Munisipaliteit**, Eiser, en **J. Jacobs**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en 'n uitgereikte lasbrief vir eksekusie gedateer 30 Junie 1994, sal die ondervermelde eiendom geregtelik verkoop word op Woensdag, 25 Januarie 1994 om 10:30, voor die Landdroskantoor, Upington, aan die persoon wie die hoogste aanbod maak, naamlik:

Sekere Erf 10701, Upington, geleë in die munisipaliteit Upington, afdeling Gordonia, groot 324 vierkante meter.

Die volgende besonderhede word verstrek maar nie gewaarborg nie: Die huis is geleë te Hufkiestraat 38, Upington.

Die verbetering is kombuis, slaapkamer, eetkamer en buite toilet.

Die eiendom word voetstoots verkoop en onderhewig aan alle voorwaardes soos vervat in die bestaande titelakte.

*Voorwaardes van verkoping:* Die volledige voorwaardes van die verkoping sal ter insae lê by die Kantoor van die Balju, Upington, en sal voorgelees word by die verkoping.

Dateer te Upington op hierdie 9de dag van Desember 1994.

Möller Kotze Ing., Prokureurs vir Eiser, Markstraat 71, Upington, 8800.

**Case 36843/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **The Controlling Body of Rydal**, Plaintiff, and **Avimore Investments CC**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 23 November 1993, and a writ of execution dated 17 January 1994, the property listed hereunder will be sold in execution on 6 January 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 132 SS Rydal, Farm Portion 13 (garage), in the Municipal Area of Port Elizabeth, measuring 34 (thirty-four) square metres, situated at 19 Newington Road, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single-storey building.

*Material conditions of sale:*

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,5% (eighteen comma five per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth on this the 8th day of December 1994.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-1381.]

**Case 2821/92**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between **Pieter Smit de Villiers**, Plaintiff, and **Mogamat Adiel Sultan**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property described hereunder, will be sold by public auction by the Sheriff of the Supreme Court for the District of the Strand, on Wednesday, 11 January 1995 at 10:00, at the said premises at 1 Seventh Street, Firgrove:

Upon the immovable property to be sold, a dwelling had been erected in face brick with a asbestos roof. The dwelling consists of two lounges with tiles and carpets, kitchen with tiles, five bedrooms with carpets, three bathrooms with tile floors and toilet.

The outer building consists of a bedroom, bathroom, toilet and a single garage.

The immovable property to be sold, is described as follows:

*Certain:* The remainder of Erf 86, Firgrove, situated in the Local Area of Macassar, Division of Stellenbosch, measuring 577 (five hundred and seventy-seven) square metres, held by virtue of Deed of Transfer T40451/1987.

The above property is bonded as follows:

- (a) B42787/1989 in favour of Dubrovnik Properties (Pty) Limited.
- (b) B43667/1987 in favour of S A Perm.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, No. 59 of 1959, as amended, and furthermore subject to the conditions of the present title deed. The property shall be sold to the highest bidder subject, however, to the provisions of the afore-mentioned Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque to the Sheriff of the Court immediately after the property has been sold and the balance of the purchase price together with interest are to be paid in cash against registration of transfer. The purchaser shall within 14 (fourteen) days after the date of sale, furnish the Judgment Creditor with a bank or building society guarantee for the due payment of the balance of the purchase price and interest against transfer.

3. The property is furthermore sold subject to the conditions of sale which will be available at the auction and which are at the offices of the Sheriff of the Court, First National Bank Building, Main Road, Strand.

Dated at Bellville on this 22nd day of November 1994.

D. J. Siebrits, Bellpark Plaza 4B, De Lange Road, Bellville.

**Saak 14750/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Claud Brown**, getroud binne gemeenskap van goedere met **Jennifer Brown**, Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis toegestaan deur die Landdroshof, Kuilsrivier, op 8 April 1994 en 'n lasbrief vir eksekusie, die hiernavermelde eiendom in eksekusie verkoop sal word aan die hoogste bieder op Maandag, 30 Januarie 1995 om 10:45, te Carol Annestraat 35, Brentwood Park, Blue Downs:

Erf 5894, Blue Downs, in die plaaslike gebied Blue Downs, afdeling Stellenbosch, groot 257 (tweehonderd sewe-en-vyftig) vierkante meter, ook bekend as Carol Annestraat 35, Brentwood Park, Blue Downs.

*Verkoopvoorwaardes:* Die eiendom sal, sonder voorbehoud, verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die terme en voorwaardes van die Wet op Landdroshowe, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) aan die Balju vir die Landdroshof, onmiddellik by ondertekening van die verkoopvoorwaardes, en die balans by wyse van kontant of 'n bankgewaarborgde tjek teen registrasie.

Dit word beweer dat die volgende verbeterings op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Een woonhuis.

Die verkoopvoorwaardes sal uitgelees word voor die verkoping en kan nagegaan word by die kantoor van die Balju vir die Landdroshof, Kuilsrivier.

Gedateer te Strand hierdie 5de dag van Desember 1994.

O. J. Olivier, vir Morkel Olivier P. du Toit, Hoofweg 114, Strand.

**Saak 3060/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Donovan Bloems**, Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis toegestaan deur die Landdroshof, Somerset-Wes, op 6 Augustus 1993 en 'n lasbrief vir eksekusie, die hiernavermelde eiendom in eksekusie verkoop sal word aan die hoogste bieder op Dinsdag, 24 Januarie 1995 om 10:00, by die Hof:

Erf 1969, synde Dakotastraat, Belle Glen, Macassar, geleë in die plaaslike gebied Macassar, afdeling Stellenbosch, groot 109 (eenhonderd-en-nege) vierkante meter, ook bekend as Dakotastraat 15, Belle Glen, Macassar.

*Verkoopvoorwaardes:* Die eiendom sal, sonder voorbehoud, verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die terme en voorwaardes van die Wet op Landdroshowe, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) aan die Balju vir die Landdroshof, onmiddellik by ondertekening van die verkoopvoorwaardes, en die balans by wyse van kontant of 'n bankgewaarborgde tjek teen registrasie.

Dit word beweer dat die volgende verbeterings op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Een woonhuis.

Die verkoopvoorwaardes sal uitgelees word voor die verkoping en kan nagegaan word by die kantoor van die Balju vir die Landdroshof, Somerset-Wes.

Gedateer te Strand hierdie 5de dag van Desember 1994.

O. J. Olivier, vir Morkel Olivier P. du Toit, Hoofweg 114, Strand.

Saak 128/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Mark Derrick van Boom**, getroud binne gemeenskap van goedere met **Maria-Mary van Boom**, Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis toegestaan deur die Landdroshof, Strand, op 9 Februarie 1994 en 'n lasbrief vir eksekusie, die hiernavermelde eiendom in eksekusie verkoop sal word aan die hoogste bieder op Woensdag, 18 Januarie 1995 om 12:00, te Albatrosstraat 9, Strand:

Erf 11035, Strand, geleë in die munisipaliteit Strand, afdeling Stellenbosch, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, ook bekend as Albatrosstraat 9, Strand.

**Verkoopvoorwaardes:** Die eiendom sal, sonder voorbehoud, verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die terme en voorwaardes van die Wet op Landdroshowe, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) aan die Balju vir die Landdroshof, onmiddellik by ondertekening van die verkoopvoorwaardes, en die balans by wyse van kontant of 'n bankgewaarborgde tjek teen registrasie.

Dit word beweer dat die volgende verbeterings op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Een woonhuis.

Die verkoopvoorwaardes sal uitgelees word voor die verkoping en kan nagegaan word by die kantoor van die Balju vir die Landdroshof, Strand.

Gedateer te Strand hierdie 5de dag van Desember 1994.

O. J. Olivier, vir Morkel Olivier P. du Toit, Hoofweg 114, Strand.

Case 10071/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVER HELD AT KUILSRIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Rene Antoinette Bastiaan**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted on 20 September 1993, the undermentioned property will be sold in execution at the premises on Thursday, 2 February 1995 at 10:30:

Erf 9353, Brackenfell, in the Scottsdene Local Area, Division of Stellenbosch, measuring 285 (two hundred and eighty-five) square metres, held by Deed of Transfer T49464/91, comprising lounge, three bedrooms, bathroom and kitchen, and known as 21 Morillon Way, Northpine, Brackenfell.

**Conditions of sale:**

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. **Terms:** The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 9th day of December 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 17373/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Brian Edgar du Plooy**, First Defendant, and **Esther Lorraine du Plooy**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 7 November 1994, the undermentioned property will be sold in execution at the premises on Thursday, 2 February 1995 at 09:30:

Erf 14242, Bellville, in the Municipality of Bellville, Cape Division, measuring 464 (four hundred and sixty-four) square metres, held by Deed of Transfer T9237A/86, consisting of two houses on one erf, one having three bedrooms, lounge, bathroom, toilet and kitchen and the other: two bedrooms, lounge, bathroom, toilet and kitchen, and known as 11 Gallant Street, Bellville South.

**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 7th day of December 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 8630/93

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVER HELD AT KUILSRIVER

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Frederick John Karpesteyn**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted on 24 November 1994, the undermentioned property will be sold in execution at the premises on Thursday, 2 February 1995 at 11:15:

Erf 1191, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, measuring 725 (seven hundred and twenty-five) square metres, held by Deed of Transfer T34724/82, comprising lounge, dining-room, three bedrooms, one and a half bathrooms, kitchen and single garage, and known as 18 Wilge Avenue, Eden Park, Brackenfell.

## Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 9th day of December 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 3067/94

# IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Aser Petrus Speelman**, Eerste Verweerder, en **Sarah Speelman**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 13 Januarie 1995 om 11:00, by die Landdroshof, Mosselbaai, per publieke veiling geregtelik verkoop word, naamlik:

Erf 8832, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, groot 338 vierkante meter.

*Verbeterings:* Drie slaapkamers, kombuis, sitkamer en badkamer.

## Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge, diensgelde, belasting op toegevoegde waarde, afslaskommissie en enige bykomende koste.

4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai hierdie 9de dag van Desember 1994.

Kotze & Oosthuizen, Prokureurs vir Eiser, Powriestraat 5, Posbus 206, Mosselbaai, 6500.

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**NATAL**

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**Case 16121/94****IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Stand 14 Barbados CC**, Execution Debtor

In execution of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve to the highest bidder will be held outside the Magistrate's Court, Port Shepstone, on Friday, 13 January 1995 at 10:00, of the undermentioned property of the Execution Debtor 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, 20 Riverview Road, Sunwhich Port, or at the office of Robinson & Associates, Lot 3159, Boyes Lane, Margate, prior to the sale:

Certain Subdivision 14 (of 2) of Lot 1015, Port Edward, situated in the Town Board Area of Port Edward and in the Southern Natal Joint Services Board Area, Administrative of Natal, in extent 785 (seven hundred and eighty-five) square metres.

The property is unimproved.

Property is held under Deed of Transfer T17468/1990.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance together with interest on the full purchase price calculated and capitalised monthly in advance from date of sale to date of registration of transfer, both days inclusive, shall be secured by a bank, building society or other acceptable guarantee, to be furnished to the transferring attorneys within 14 (fourteen) days after the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum), minimum R200 (two hundred) on the proceeds of the sale up to a price of R20 000 (twenty thousand) and thereafter 3% (three per centum), with a maximum fee of R6 000 (six thousand).

Dated at Margate on the 9th day of November 1994.

W. G. Robinson, for Young-Davis Incorporated, c/o Robinson & Associates, Plaintiff's Attorneys, Lot 3159, Boyes Lane, P.O. Box 1034, Margate, DX3. [Tel. (03931) 7-3196.] (Ref. WGR/KG/Y1.)

**Case 1351/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI**

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

In pursuance of a judgment granted on 28 September 1994 in the Court of the Magistrate, Umlazi, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Umlazi, Magistrate's Court, Flagpoles, on Wednesday, 11 January 1995 at 10:00:

*Description:* Ownership Unit 705, in the Township of Umlazi, Unit 15, in the District of Umlazi.

*Postal address:* P705, Umlazi Township, P.O. Umlazi.

*Improvements:* Brick and cement under tile dwelling consisting of three bedrooms, bathroom, kitchen, dining-room, lounge, three-bedroomed outbuilding.

*Town-planning zone:* Nil.

Nothing is guaranteed in the above respects.

*The sale shall be subject to the following conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

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

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum, to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer, both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Umlazi.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

6. The purchaser agrees that there is no obligation on the seller to furnish an electrical installations certificate of compliance issued under the regulation in terms of the Occupational Health and Safety Act of 1933, or any amendment thereof. The purchaser will be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

Dated at Amanzimtoti on this the 28th day of November 1994.

Brogan & Olive, Plaintiff's Attorneys, 7 Ibis Lane, Amanzimtoti. (Ref. L. F. Olive.)

Case 1664/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Ltd**, Plaintiff, and **M. C. van Wyk**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 2 April 1992, and writ of execution dated 8 July 1992, the immovable property listed hereunder will be sold in execution on Friday, 13 January 1995 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Property description:* Lot 8595, Pinetown Extension 67, situated in the Borough of Pinetown, Port Natal, Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 591 square metres, and held under Deed of Transfer T6658/1990.

*Physical address:* 51 Carina Road, Mariannridge, Pinetown.

*Conditions:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and rules made thereunder, and of the title deed in so far as these are applicable.
2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, two bedrooms, toilet, bathroom, kitchen, dining-room and lounge.
3. The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) per annum, to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.
4. The full conditions of sale which will be read out by the Sheriff of Court, Pinetown, immediately prior to the sale may be inspected at his office at 62 Caversham Road, Pinetown, Natal.

Dated at Pinetown this 18th day of November 1994.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T014.)

Case 18114/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Paradise Valley Body Corporate**, Plaintiff, and **Raymond Whittal**, Defendant

In pursuance of a judgment granted on 15 April 1995 in the above Honourable Court, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 20 January 1995 at 10:00, in front of the Magistrate's Court-house, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A unit consisting of:

(a) Section 189, as shown and more fully described on Sectional Plan SS233/83, in the scheme known as Birches, in respect of the land and building or buildings, situated at Pinetown, of which section the floor area according to the said sectional plan is 83 (eighty-three) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of ST10591/92.

*Postal address:* Flat 6, Sunny Birches, 100 Entabeni Road, Paradise Valley, Pinetown.

*Improvements* (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): A fully carpeted sectional title duplex consisting of an entrance space, combined lounge/dining-room, two bedrooms, bathroom with separate toilet, kitchen, open balcony and under cover parking.

*The sale shall be subject to the following conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within twenty-one (21) days after the sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban Central, and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 30th day of November 1994.

J. H. Hawkey, for Jack Hawkey, Plaintiff's Attorneys, 800 Victoria Maine, 71 Victoria Embankment, P.O. Box 4925, Durban. (Tel. 301-8733.) (Fax. 301-8736.) (DX. 100, Durban.)

Case 19422/94

## 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 **Umaduth Sookraj**, First Defendant, and **Deepa Sookraj**, Second Defendant

In pursuance of a judgment granted on 13 April 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 January 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 332, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent 490 square metres.

*Address:* 14 Oakfield Place, Earlsfield, Newlands West.



*Improvements:* Brick under tile, water and lights, three bedrooms, kitchen, dining-room, toilet and bathroom.

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 (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011537.)

#### Case 51/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **P. Z. Mabaso**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 5 September 1991, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit E2355, Ezakheni, in extent 822 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G01437/90.

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

*Improvements:* Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

*Extent:* 822.

*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 10 January 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 1st day of December 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF140.)

#### Case 83/91

#### 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 **J. Hadebe**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 10 September 1991, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit E2464, Ezakheni, in extent 746 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G010659/87.

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

*Improvements:* Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

*Extent:* 746.

*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 10 January 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 1st day of December 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF171.)

## Case 65/94

## 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 **S. V. Ngubane**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 July 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 24 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit E1073, Ezakheni, in extent 450 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G04553/89.

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

*Improvements:* Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

*Extent:* 450.

*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 24 January 1995 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 6st day of December 1994.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF538.)

## Case 94/93

## 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 **S. S. Sigubu**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 22 April 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit E2230, Ezakheni, in extent 608 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant No. G04953.

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:* 608.

*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 10 January 1995 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 the 1st day of December 1994.

Maree & Pace, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF478.)

## Case 71/94

## 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 **C. F. Nzimande**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit E2907, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant No. G03386/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed.

*Improvements:* Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

*Extent:* 438.

*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 10 January 1995 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 the 5th day of December 1994.

Maree & Pace, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF532.)

Case 2/94

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 **C. A. N. Mlauli**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 31 March 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit A870, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant No. G00730/85.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed.

*Improvements:* Brick under tile dwelling, comprising three bedrooms, living-room, dining-room, kitchen, bathroom and w.c., garage and carport and a verandah.

*Extent:* 300.

*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 10 January 1995 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 the 5th day of December 1994.

Maree & Pace, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF503.)

Case 29/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. W. Ndlazi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 31 March 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit E1691, Ezakheni, in extent 548 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant No. G00817/91.

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:* 548.

*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 10 January 1995 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 the 5th day of December 1994.  
Maree & Pace, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF520.)

**Case 101/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. M. Linda**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 16 September 1994, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D2043, Ezakheni, in extent 222 square metres, situated in the District of Ennambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G02470/92.

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

*Improvements:* Concrete block under asbestos roof, comprising two bedrooms, living-room and dining-room combined, bathroom, toilet and washbasin, extent 222 square metres.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River, on 10 January 1995 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 5th day of December 1994.  
Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF574.)

**Case 53/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **B. B. Ngcobo**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 June 1994, and a warrant of execution, the undermentioned property will be sold in execution on Thursday, 19 January 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2788, Ezakheni, in extent 438 square metres, situated in the District of Ennambithi, Administrative District of Kwa-Zulu, held under Deed of Grant G00059/91, extent 438 square metres.

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.

*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 19 January 1995 at 15:00, at the Magistrate's Court, Ezakheni.
  2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
  3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
  4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
  5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
  6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
  7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 15th day of December 1994.  
Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Swanepoel/CKF550.)

Case 27954/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Shane Stephen Howell**, Execution Debtor

In pursuance of judgment granted on 24 May 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 Tuesday, 17 January 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

*Description:* A certain piece of land being Lot 461, Rosehill, situated in the City of Durban, Administrative District of Natal, in extent 1 109 (one thousand one hundred and nine) square metres.

*Postal address:* 106 Tramway, Rosehill, Durban, 4001.

*Improvements:* Brick under asbestos dwelling consisting of lounge, kitchen, bathroom, toilet, two bedrooms, verandah, and storeroom under house.

*Town-planning:* Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 16th 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, Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/016/034026/Mrs Chetty.)

Case 746/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Witnes Sibongile Ndabezitha**, Defendant

In pursuance of a judgment granted on 2 August 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 18 January 1995 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description:* Ownership Unit B1637, situated in the Township of Sundumbili, District of Inkanyezi, in extent 568 (five hundred and sixty-eight) square metres.

(b) *Street address:* B1637, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising four bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, 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 21st day of November 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/341/93 (05/K603/341).]

Case 8376/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Execution Creditor, and **Tamsanqa Siphiwe Moya**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution, dated 8 September 1994, the property listed hereunder will be sold in execution, on 13 January 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Postal address:* Unit A6475, Kwandengezi Township, Kwandengezi.

*Town-planning zoning:* Ownership Unit 6475, Unit A, in the Township of Kwandengezi, District of Mpumalanga, in extent 236 square metres, held under Deed of Grant G000140/92.

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

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. D. Wright/NK/03K061-029.)

#### Case 5150/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Miriam Ndofozi Zulu**, Defendant

In pursuance of a judgment granted on 9 December 1992 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 January 1995 at 10:00, to be held at Office No. 2 Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit A120, situated in the Township of Gezinsila, District of Inkanyezi, in extent 325 (three hundred and twenty-five) square metres.

(b) *Street address:* Unit A120, Gezinsila.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising two bedrooms, kitchen, lounge and outside toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 14th day of November 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/118/92 (05/K600/118).]

#### Case 290/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MAHLABATINI HELD AT MAHLABATINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Nkosinathi Wiseman Ngwenya**, Defendant

In pursuance of a judgment granted on 26 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 20 January 1995 at 10:00, to be held at the Magistrate's Office, Reinhold Street, Melmoth.

1. (a) *Deeds office description:* Ownership Unit A157, situated in the Township of Ulundi, District of Mahlabatini, in extent 338 (three hundred and thirty-eight) square metres.

(b) *Street address:* Unit A157, Ulundi.

(c) *Property description* (not warranted to be correct): Single storey block under concrete tiled roof dwelling comprising lounge/dining-room, three bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, 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 14th day of November 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/909/94 (05/K600/909).]

#### Case 2314/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Riglyne Eiendomme BK**, First Execution Debtor, **Jan Frederik Fourie**, Second Execution Debtor, **Elizabeth Catharina Fourie**, Third Execution Debtor, and **Sebastiaan Jacobus Wessels**, Fourth Execution Debtor

In pursuance of judgment in the Court of the Magistrate of Port Shepstone, dated 19 August 1994, the following immovable property will be sold in execution on 13 January 1995 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 3115, Margate, situated in the Borough of Margate, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 111 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Marine Drive, Margate.



Upon the property is two cottages under thatch and asbestos, each consisting of two bedrooms, lounge, kitchen, bathroom, loft both cottages have an outbuilding under brick and asbestos consisting of store-room. There is a separate outbuilding under brick and asbestos consisting of a servant's room.

*Material conditions of sale:* The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 2nd day of December 1994.

John Orickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 50 Bisett Street, Port Shepstone.

**Case 1474/94**

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Dina Wilfred Sithole**, Defendant

In pursuance of judgment granted on 18 July 1994 in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 11 January 1995 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 A636, in extent 4247 square feet, situated in the Township of Umlazi, represented and described on General Plan BD531/31/636, held by virtue of Deed of Grant.

*Physical address:* Ownership Unit A636, 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 (55 m<sup>2</sup>) comprising kitchen, lounge, two bedrooms and bathroom. Municipal electricity, water supply and sanitation: Local authority.

*Improvements:* Retaining walls.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 30th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26829/26.)

**Case 12089/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Anwar Osman**, First Defendant, and **Shariffa Bibi Osman**, Second Defendant

In pursuance of a judgment granted on 14 December 1993, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 January 1995 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam.

*Description:*

1. Remainder of Lot 316, Verulam, situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres; and

2. Subdivision 1 of Lot 315, Verulam, situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 506 (five hundred and six) square metres, held under Deed of Transfer T20880/1992, both of the aforesaid properties have the same street address, namely 35 Russom Street, Verulam.

*Improvements:* Lot 316, Verulam.

*Main building:* Brick under tile consisting of three bedrooms, kitchen, lounge, dining-room, toilet and bathroom, toilet and bathroom.

**Outbuilding:** Brick under tile consisting of two bedrooms en suite, kitchen, lounge, toilet and bathroom.

**Basement:** Consisting of bedroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Nothing is guaranteed in the above respects:

1. The shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

3. The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 6th day of December 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z20465/JR.)

**Case 284/94**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Patricia Mpume Nzuza**, Defendant

In pursuance of a judgment granted on 20 April 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 January 1995 at 10:00, to be held at Office 2 Adams Building, Osborn Road, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1629, situated in the Township of Sundumbili, District of Inkanyezi, in extent 507 (five hundred and seven) square metres.

(b) *Street address:* Ownership Unit B1629, Sundumbili.

(c) *Property description* (not warranted to be correct): Single-storey brick under asbestos roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 18th day of November 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/726/94 (05/K603/726).]

**Case 4520/94**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Christopher Velaphi Mathenjwa**, Defendant

In pursuance of a judgment granted on 16 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 26 January 1995 at 11:00, to be held at the front steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A60, situated in the Township of Nseleni, District of Enseleni, in extent 450 (four hundred and fifty) square metres.

(b) *Street address:* Unit A60, Nseleni Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, two bedrooms, kitchen and outside toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Nyala Park, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 18th day of November 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/8/94 (05/K771/8).]

## Case 4377/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mfundisi Ngwenya**, Defendant

In pursuance of a judgment granted on 16 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 26 January 1995 at 11:00, to be held at the front steps of the Magistrate's Court, Empangeni.

1. (a) *Deeds office description*: Ownership Unit A750, situated in the Township of Nseleni, District of Enseleni, in extent 450 (four hundred and fifty) square metres.

(b) *Street address*: Ownership, Unit A750, Nseleni.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge/dining-room, kitchen and toilet.

(d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Nyala Park, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 18th day of November 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/978/94 (05/K600/978.)]

## Case 1820/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Town Treasurer Borough of Queensburgh**, Execution Creditor, and **B. F. Whiting**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 24 June 1994, and a warrant of execution issued on 24 June 1994, the following immovable property will be sold in execution on 13 January 1995 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description*: Lot 901, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 349 square metres.

*Postal address*: 8 Hillside Avenue, Malvern.

*Improvements*: Brick and tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, toilet, bathroom, swimming-pool, single garage and servants quarters.

*Town-planning Zoning*: Residential.

*Special privileges*: None known.

Nothing is guaranteed in the above respect.

*Conditions*:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per centum) 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 December 1994.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown. (Ref. Mrs L. Becker.)

## Case 16/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Pragason Pather**, First Execution Creditor, **Hari Ramlal Singh**, Second Execution Creditor, **Henry Edgar Heath Garnett**, Third Execution Creditor, **Majory Joyce Cox N.O.**, Fourth Execution Creditor, and **Ruth Curtis Collis**, Fifth Execution Creditor, and **Nagiah**, Execution Debtor

In pursuance of a judgment granted on 17 December 1993 in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 20 January 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

*Description*: A one half ( $\frac{1}{2}$ ) share in and to Subdivision 35 of Lot 14 1679, situated in the Borough of Stanger, Administrative District of Natal, in extent four comma four four five nought (4,445) hectares;

*Improvements*: Brick and tile dwelling consisting of four rooms and corrugated room next to the house.



Improvements done to the best ability of the Deputy Sheriff. Nothing is guaranteed.

*Physical address:* Lot 14, Stanger. *Zoning:* Agricultural.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.
4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per centum) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger, Natal.

Dated at Stanger on this 5th day of December 1994.

Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street; P.O. Box 46, Stanger. (Ref. Mr Naicker/RK/P.322/Colls.)

#### Case 268/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **First National Bank Limited**, Execution Creditor, and **Johannes Hendrik Werner**, First Execution Debtor, and **Cheryl Magdalene Werner**, Second Execution Creditor

In pursuance of a judgment granted on 2 March 1994 in the Magistrate's Court of the District of Lower Tugela, held at Stanger, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 13 January 1995 at 10:00, at the front of the Magistrates' Court Building, Couper Street, Stanger:

*Description:* A certain unit being:

(a) Section 3 as shown and more fully described on Sectional Plan SS258/1988 in the scheme known as Mini Villas, in respect of the land and building or buildings situated at Blythedale Beach of which section the floor area according to the said sectional plan is thirty (30) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held under Deed of Transfer ST 15365/1992.

*Physical address:* 3 Mini Villas, Blythedale.

*Improvements:* Brick and asbestos dwelling consisting of kitchen, lounge and bathroom—all combined.

Improvements done to the best of the ability of Deputy Sheriff. Nothing is guaranteed. *Town-planning:* Zoning: General Residential.

*Material conditions:*

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 ten per cent (10%) of the purchase price and the auctioneer's charge 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 payment of interest at the rate of (16%) sixteen per centum per annum, to the Execution Creditor from the date of sale to the date of registration and transfer.
5. The transfer shall be effected by Laurie C. Smith Inc., and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of Court, Stanger and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 1st day of December 1994.

Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street; P.O. Box 46, Stanger. (Ref. Mr Horton/RK/F.262/Colls.)

#### Case 16258/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Shane Stephan Howell**, Execution Debtor

In pursuance of a judgment granted on 2 June 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, 19 January 1995 at 14:00, in front of the Magistrate's Court-house, Sontseu Road, Durban, to the highest bidder:

*Description:* A certain piece of land being:

(a) Section 42, as shown and more fully described on Sectional Plan SS172/1986, in the scheme known as Greenlands (Durban) in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 46 (forty-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;

*Postal address:* 52 Greenlands, corner of St Andrew and Park Streets, Durban, 4001.

*Improvements:* Sectional title batchelor flat consisting of entrance-hall, lounge, kitchen, bathroom and toilet.

*Town-planning:* Zoning: General Residential, special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 17th 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/072/031286/Mrs Chetty.)

**Case 9633/93**

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Zephried Mganiseni Ngcobo**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and reissued writ of execution dated 28 October 1994, the property listed hereunder will be sold in execution on 27 January 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K153, kwaDabeka, situated in the Township of kwaDabeka, District of Pinetown, in extent three hundred and sixty-eight (368) square metres. *Postal address:* Unit K153, kwaDabeka Township, KwaZulu-Natal. *Town-planning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 24th day of November 1994.

King & Associates, Attorney for Execution, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/181.)

**Case 4375/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Execution Creditor, and **Joseph Mandla Vilakazi**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 7 June 1994, the property listed hereunder will be sold in execution on 27 January 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit 82A in the Township of Kwa Mashu-A, in the District of Ntuzuma, in extent two hundred and forty (240) square metres, represented on General Plan No. PB33/1989.

*Postal address:* Unit 82A, KwaMashu-A Township, KwaZulu-Natal.

*Townplanning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A singlestorey concrete block and tile dwelling consisting of: Lounge, kitchen, two bedrooms, bathroom, w.c., paving slabs and steps.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 25th day of November 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/293.)

Case 10924/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg.87/01384/06), Execution Creditor, and  
**Muziwakhe Joseph Nzimande**, Execution Debtor

In pursuance of a judgment in the Court, for the Magistrate of Verulam and writ of execution dated 2 November 1994, the property listed hereunder will be sold in execution on 27 January 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit P264, of Site 63 (a portion of Site 35) in the Township of KwaMashu-P, in the District of Ntuzuma, in extent one hundred and sixty (160) square metres, represented on General Plan PB452/1988.

Postal address: Unit P264, KwaMashu-P Township, KwaZulu-Natal.

Townplanning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of: Lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., front verandah, precast concrete fence, gate, driveway and paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 25th day of November 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/332.)

1572/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Simon Bonginkosi Gumede**, Defendant

In pursuance of a judgment granted on 17 January 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 January 1995 at 10:00, to be held at Office 2, Adams Buildings, Osborn Road, Eshowe.

1. (a) *Deeds office description:* Ownership Unit A390, situated in the Township of Sundumbili, District of Inkanyezi, in extent 497 square metres.

1. (b) *Street address:* Ownership Unit A390 Sundumbili.

1. (c) *Property Description* (not warranted to be correct): Single storey brick under asbestos roof dwelling comprising of two bedrooms, lounge/dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned: Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborn Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni on this the 21st day of November 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. mr De Ridder/AEH/592/93(05/K600/592).]

Case 4378/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investments Corp. Ltd**, Plaintiff, and  
**Zithulele Phumlani Mkhabela**, Defendant

In pursuance of a judgment granted on 16 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 26 January 1995 at 11:00, to be held at the front steps of the Magistrate's Court, Empangeni.

1. (a) *Deeds office description:* Ownership Unit A715, situated in the Township of Nseleni, District of Enseleni, in extent 450 (four hundred and fifty) square metres.

1. (b) *Street address:* Ownership Unit A715 Nseleni Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, kitchen, two bedrooms and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions:* No special or exemption. Zoned: Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, old Sugar Mill, Nyala Park, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder:

Dated at Empangeni on this the 26th day of November 1994.

Truter James de Ridder, Lincoln's Inn, Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. mr De Ridder/AEH/980/94 (05K600/980).]



Case 2212/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited**, No. 87/01384/06, Plaintiff, and **Nomkhosi Irene Sithole**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 1 September 1994, the immovable property described as:

Ownership Unit A767, situated in the Township of Gamalakhe, in the District of Izingolweni, in extent 502 square metres, held under Deed of Grant G005537/88, will be sold in execution on Friday, 13 January 1995 at 11:00, in the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay the local authority or any other authority entitled thereto such rates, taxes, transfer duty or Value-Added Tax where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Dwelling under brick and tile, consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N242/01N209585.)

Case 2138/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited**, No. 51/00009/06, Execution Creditor, and **Daniel O'May Gillespie**, First Execution Debtor, and **Martha Alice Gillespie**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 18 October 1994, the immovable property described as:

Remainder of Lot 1674, Uvongo Extension 2, situated in the Borough of Uvongo, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 320 square metres, held by Deed of Transfer T23099/89, and situated in 24 Naples Road, Uvongo, will be sold in execution on Friday, 13 January 1995 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay the local authority or any other authority entitled thereto such rates, taxes, transfer duty or Value-Added Tax where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

- (e) The property shall be sold subject to any valid existing tenancy (if any).
- (f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.
- (g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Dwelling under brick and tile, consisting of single garage, office, laundry, open plan lounge, kitchen and dining-room, TV-room, two bedrooms, shower and wash basin, bathroom, bedroom and bathroom-en-suite, dressing room and servants' quarters with shower and toilet.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP080/01NP01580.)

#### Case 151/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE LOWER TUGELA HELD AT STANGER

In the matter between **Kista's Mobile Services**, Plaintiff, and **S. G. Pillay**, Defendant

In the pursuance of a judgment of the Magistrate for the District of Lower Tugela and a writ of execution dated 6 July 1994 the following immovable property will be sold in execution by the Sheriff of the Court, Stanger, on 13 January 1995 at 10:00, at the front entrance to the Magistrate's Court Building, at Couper Street, Stanger:

Lot 714, Stanger, situated in the Borough of Stanger, Administrative District of Natal, in extent 1 361 square metres.

*Improvements:* Brick and asbestos dwelling consisting of a main building and an outbuilding: Main building consisting of three bedrooms, kitchen, lounge, dining-room, toilet and bathroom. Outbuilding consisting of room, toilet, shower and garage.

Nothing in this respect is guaranteed.

*Situation:* 3 Second Street, Newtown.

*Material conditions:*

1. 10% (ten per cent) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days after the sale.
2. The property will be sold voetstoots to the highest bidder.
3. The sale shall be subject to the provisions of the Magistrates' Courts Act and rules made thereunder.
4. The full conditions of sale shall be available for inspection at the offices of the Plaintiff's attorneys and Sheriff of Court, Stanger.

Dated at Stanger on this 31st day of October 1994.

Jay Pundit & Co., Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

#### Case 294/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Alfred Thandinkosi Dlamini**, Defendant

In pursuance of a judgment granted on 20 April 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 January 1995 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description:* Ownership Unit B2046, situated in the Township of Sundumbili, District of Inkanyezi, in extent 270 (two hundred and seventy) square metres.

1. (b) *Street address:* Unit B2046, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, bedroom, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, 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 on this the 21st day of November 1994.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/AEH/712/94 (05/K603/712).]

Case 290/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Mbhakiseni Wiseman Shandu**, Defendant

In pursuance of a judgment granted on 20 April 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 January 1995 at 10:00, to be held at Office 2, Adams Building, Osborn Road, Eshowe.

1. (a) *Deeds office description*: Ownership Unit B1930, situated in the Township of Sundumbili, District of Inkanyezi, in extent 337 (three hundred and thirty-seven) square metres.

1. (b) *Street address*: Ownership Unit B1930, Sundumbili.

1. (c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising lounge, four bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, 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 22nd day of November 1994.

Truter, James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/710/94 (05/K603/710).]

Case 30785/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Shane Stephen Howell**, Execution Debtor

In pursuance of a judgment granted on 10 June 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, 19 January 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

*Description*: A certain piece of land being:

(a) Section 27, as shown and more fully described on Sectional Plan SS186/91, in the scheme known as Princeton, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 34 (thirty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Postal address*: 29 Princeton, 94 Hospital Road, Durban, 4001.

*Improvements*: Sectional title batchelor flat consisting of entrance/kitchenette, lounge and bathroom/toilet.

*Town-planning zoning*: Special Residential.

*Special privileges*: Nil.

Nothing is guaranteed in these respects.

*Material conditions*:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff, within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 9th 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.] (Ref. CMK/A332/034210/Mrs Chetty.)

Case 1043/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Collector of Rates for the Borough of Uvongo**, Plaintiff, and **Heber Investments CC**, Defendant

In pursuance of a judgment granted by the above Honourable Court on 12 April 1994 and a warrant of execution issued pursuant thereto, the undermentioned immovable properties will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, on 6 January 1995 at 10:00, namely:

Lot 1231, Uvongo, situated in the Borough of Uvongo Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 2 789 square metres and situated at 23 Pioneer Road, Uvongo.



Lot 1232, Uvongo, situated in the Borough of Uvongo Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 3 320 square metres and situated at 25 Pioneer Road, Uvongo.

*Material conditions of sale:*

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff's conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

The stands are vacant.

Douglas Kent & Co., Attorneys for the Plaintiff, 1-6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

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**Case 3450/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE**

In the matter between **The Collector of Rates for the Borough of Margate**, Plaintiff, and **C. J. Esterhuizen**, Defendant

In pursuance of a judgment granted by the above Honourable Court on 17 December 1993 and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, on 6 January 1995 at 10:00, namely:

Lot 1705, Margate, situated in the Borough of Margate Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 016 square metres and situated at 1 Maritz Street, Margate.

*Material conditions of sale:*

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff's conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

The stands are vacant.

Douglas Kent & Co., Attorneys for the Plaintiff, 1-6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

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**Case 18/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **M. B. Ndabandaba**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 22 April 1993 and a warrant of execution, the undermentioned property will be sold in execution on 10 January 1995 at 10:00, in front of the Magistrate's Court, Dukuza:

Unit 180, Situlwane Area, District of Okhahlamba, Quote Ref. 9/5/3/2/13/180 being 0.2 141 hectare.

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

*Improvements:* Fruit and Vegetable Dealer and Restaurant, in extent 0.2 141 hectare.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Bergville, on 10 January 1995 at 10:00, at the Magistrate's Office, Dukuza.

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 Bergville.
  7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 15th day of December 1994.
- Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanpoel/CKF414.)

**Case 5235/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Mvakashi Petrus Shezi**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and re-issued writ of execution dated 31 October 1994, the property listed hereunder will be sold in execution on 27 January 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K184, in the Township of KwaDabeka, in the District of Clermont, in extent four hundred (400) square metres.

*Postal address:* Unit K184, KwaDabeka Township, KwaZulu-Natal.

*Town-planning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c. and paving slabs.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 25th day of November 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/347.)

**Case 25178/92****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 **Abdool Rahim Sayed**, First Defendant, and **Zuleikha Sayed**, Second Defendant

In pursuance of a judgment granted on 13 January 1993, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Friday, 13 January 1995 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 254, Everest Heights, situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 209 (one thousand two hundred and nine) square metres.

*Postal address:* 6 Mira Way, Everest Heights, Verulam.

*Improvements:* Brick under tile, water and lights, three bedrooms with main en-suite, kitchen, lounge, dining-room, toilet and bathroom.

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, Foresum Centre, 314, Old Main Road, Tongaat.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 23rd day of November 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1430 844:RN.)

## Case 23169/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Abram Thembinkosi Kheswa**, Execution Debtor

In pursuance of a judgment granted on 27 October 1994, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 13 January 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg:

*Description:* Subdivision 40 of Lot 3185, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and eighty-five (385) square metres.

*Postal address:* 7 Gita Road, Northdale, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling-house comprising lounge, kitchen, two bedrooms, shower and toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 30th day of November 1994.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

## Case 25648/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Gani David Mnguni**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 8 November 1994, the following immovable property will be sold in execution on Friday, 3 February 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 176 (of 149), of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 260 (two hundred and sixty) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 4 Hyacinth Place, Eastwood, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under concrete block and tile, comprising three bedrooms, bathroom, w.c., lounge, dining-room, kitchen and a front and rear verandah. No outbuildings.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 21st day of November 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

## Case 25647/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Bhekuyise Steven Manyoni**, First Defendant, **Sizani Bongumusa Manyoni**, Second Defendant, and **Siphiwe Harman Mkhize**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 8 November 1994, the following immovable property will be sold in execution on Friday, 3 February 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 1559 (Unit BB), situated in the Township of Edendale East, City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and eighty-five (285) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 1559 (BB), Edendale East, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under block and tile comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, 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 21st day of November 1994.

R. A. J. P. Dawson, Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.



Case 25646/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Elphas Jabulani Ntuli**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 11 November 1994, the following immovable property will be sold in execution on Friday, 3 February 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1020, Unit BB, in the Township of Edendale East, in extent four hundred and eighty (480) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 1020 (BB), Edendale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under concrete block and tile, comprising bedroom, bathroom, w.c., lounge and kitchen. No outbuildings.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, 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 21st day of November 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 4090/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Andreas Thulasizwe Mbhele**, Defendant

In pursuance of judgment granted on 29 August 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 20 January 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit A6479, in extent 253 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G000144/92.

*Physical address:* Ownership Unit A6479, kwaNdengezi.

The property consists of vacant land.

Nothing is guaranteed in respect of any improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per 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, Pinetown.

Dated at Durban this 15th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17070/35.)

Case 369/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Housing Company (Proprietary) Limited**, Plaintiff, and **Bekisisa Khoza**, Defendant

In pursuance of judgment granted on 9 June 1993, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 11 January 1995 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 M241, in extent 325 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A.38/1968, held by virtue of Deed of Grant G33444/86.

*Physical address:* Ownership Unit M241, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey brick/plaster and asbestos dwelling (54 m<sup>2</sup>), comprising kitchen, lounge, two bedrooms, bathroom, w.c. and garage [35% (thirty-five per cent) complete]. Municipal electricity, water supply and sanitation: Local Authority.

*Improvements:* Concrete paving and block walls.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 16th November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04325/35.)

Case 6283/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Duduzile Victoria Nkomo**, Defendant

In pursuance of judgment granted on 23 October 1992, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution, on 13 January 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A certain piece of land, being Erf 681, in extent 936 square metres, situated in the Township of Clermont, held by virtue of Deed of Transfer T18414/90.

*Physical address:* Ownership Unit 681, North Road, Clernaville, Clermont.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and corrugated iron dwelling (95 m<sup>2</sup>) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

*Improvements:* Outbuilding 1 (72 m<sup>2</sup>), outbuilding 2 (56,9 m<sup>2</sup>) and fence.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or 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 centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 15th day of November 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z06168/26.)

Case 1638/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Body Corp. Margate Sands 153/86**, Plaintiff, and **Le Roux P. J. S.**, Defendant

In pursuance of a judgment on 29 January 1993, in the Port Shepstone Magistrate's Court and under warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 13 January 1995 at 11:00, at the front of the Magistrate's Court, Port Shepstone:

*Description:* 1/52nd Share comprising of one middle flexi week in and to

(a) section 10 as shown and more fully described on Sectional Plan SS 153/86 in the scheme known as Margate Sands in respect of the land and building or buildings situated at Margate, of which section the floor area according to the said sectional plan is 129 (one hundred and twenty-nine) square metres in extent;

(b) and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Registered under Certificate of Sectional Title 153/86 (10-25) and Conveyancer's Certificate ST 2238/88, 1988-03-23, Registered in the names of:

Pieter Johannes Stefanus le Roux, Identity Number 3609210511101 and Judith Christina le Roux, Identity Number 5009060175003, married in community of property to each other.

The property is improved as follows:

Flat comprising of lounge, cum dining-room, balcony, main en suite, two bedrooms, shower, basin, toilet, open plan kitchen and bar. Undercover parking. Being Flat 10, First Floor, Margate Sands Building, Marine Drive, Margate.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the Sheriff's commission in cash on the day of the sale and the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the date of sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) per annum on the balance of the purchase price to the Plaintiff from the date of sale to date of transfer in accordance with the plan for distribution.

4. Transfer shall be affected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, costs of cancellation of the existing bond, transfer duty costs, current and any arrear rates, taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 17 Riverview Road, Sunwichtown [Tel. (0391) 8-3303.]

Dated at Port Shepstone on the 18th day of November 1994.

Grobler & Seethal, Attorneys for Plaintiff, The Chambers, 68 Escombe Street, P.O. Box 73, Port Shepstone. [Tel. (0391) 2-2403.] (Ref. L. Wallace/08B136104.)

#### Case 3081/93

### IN THE SUPREME COURT OF SOUTH AFRICA (Natal Provincial Division)

In the matter of **The Collector of Rates for the Borough of Margate**, Applicant

In pursuance of an order of the above Honourable Court granted on 7 October 1993, in terms of section 172 (10) of the Local Authorities Ordinance, No. 25 of 1973, the undermentioned properties will be sold by public auction to the highest bidder by the Deputy Sheriff at the offices of the Borough of Margate, Margate, on 6 January 1995 at 10:00, namely:

1. Lot 2819, Margate, Protea Street, Margate: Vacant land.

The conditions of sale will be read out immediately prior to the sale or may be inspected at the office of the Deputy Sheriff, 20 Riverview Road, Sunwichtown.

Douglas Kent & Co., Attorneys for the Applicant, 1-6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

#### Case 1363/93

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Borlase Debt Administration**, Plaintiff, and **J. R. Zulu**, Defendant

In pursuance of a judgment granted on 7 April 1993, in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 18 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborne Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1580, in the Township of Sundumbili District of Inkanyezi, measuring 287 m<sup>2</sup> square metres, represented and described on General Plan PB675/1987, registered in the name of Jabulani Robert Zulu by virtue of Deed Grant G001989/90.

(b) *Street address*: B1580, Sundumbili.

(c) *Improvements* (not warranted to be correct): Dwelling consisting of bedroom, lounge, kitchen and bathroom with toilet.

(d) *Zoning/Special privileges or exemptions*: Special Residential Zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 6th day of December 1994.

Chris van der Merwe & Partners, The Park, Unit J1, Ground Floor, 7 Pearce Crescent, Empangeni, 3880; P.O. Box 857, DX 4.

#### Case 1528/93

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Borlase Debt Administration**, Plaintiff, and **N. V. Madinana**, Defendant

In pursuance of a judgment granted on 15 April 1993 in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 18 January 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Office 2, Adams Building, Osborne Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1195 in the Township of Sundumbili, District of Inkanyezi, measuring 300 m<sup>2</sup> (square metres), represented and described on General Plan PB 675/1987, registered in the name of Vusumuzi Norbert Madinana by virtue of Deed Grant G 002114/90.



(b) *Street address*: B1195, Sundumbili.

(c) *Improvements* (not warranted to be correct):

Dwelling consisting of bedroom, lounge, kitchen and bathroom with toilet.

(d) *Zoning/Special Privileges or Exemptions*: Special Residential Zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 6th day of December 1994.

Chris van der Merwe & Partners, The Park Unit J1, Ground Floor, 7 Pearce Crescent, Empangeni, 3880; P.O. Box 857.

DX 4.

#### Case 1280/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Borlase Debt Administration**, Plaintiff, and **I. F. Thabethe**, Defendant

In pursuance of a judgment granted on 7 April 1993, in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 18 January 1995 at 10:00, at the offices of the Sheriff, of the Magistrate's Court, Office 2, Adams Building, Osborne Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1184 in the Township of Sundumbili, District of Inkanyezi, measuring 420 m<sup>2</sup> (square metres), represented and described on General Plan PB 675/1987, registered in the name of Fanyana Isaiah Thabethe by virtue of Deed Grant G 2283/90.

(b) *Street address*: B1184, Sundumbili.

(c) *Improvements* (not warranted to be correct): Dwelling consisting of two bedroom, lounge, kitchen and bathroom with toilet.

(d) *Zoning/Special Privileges or Exemptions*: Special Residential Zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 7th day of December 1994.

Chris van der Merwe & Partners, The Park Unit J1, Ground Floor, 7 Pearce Crescent, Empangeni, 3880; P.O. Box 857.

DX 4.

#### Case 1094/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Borlase Debt Administration**, Plaintiff, and **S. M. Mthethwa**, Defendant

In pursuance of a judgment granted on 26 March 1993 in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 18 January 1995 at 10:00, at the offices of the Sheriff, of the Magistrate's Court, Office 2, Adams Building, Osborne Road, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1955 in the Township of Sundumbili, District of Inkanyezi, measuring 300 m<sup>2</sup> (square metres), represented and described on General Plan PB 675/1987, registered in the name of Mandlakayise Soneni Mthethwa by virtue of Deed Grant G 004924/89.

(b) *Street address*: B1955, Sundumbili.

(c) *Improvements* (not warranted to be correct): Dwelling consisting of two bedrooms, lounge, kitchen and bathroom with toilet.

(d) *Zoning/Special Privileges or Exemptions*: Special Residential Zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 6th day of December 1994.

Chris van der Merwe & Partners, The Park Unit J1, Ground Floor, 7 Pearce Crescent, Empangeni, 3880; P.O. Box 857.

DX 4.

#### Case 6314/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Body Corporate of Ocean View**, Execution Creditor, and **N. Rahman**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court for the District of Pinetown and a writ issued thereunder, the immovable property described hereunder will be sold in execution on Friday, 20 January 1995, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown:

*Description*: A unit consisting of:

(a) Section 1, as shown more fully on Sectional Plan SS70/1987 in the scheme known as Ocean View, in respect of the land and building/s situated at Local Authority, Durban, of which section the floor area, according to the said sectional plan is 78 (seventy-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held under Deed of Transfer ST2917/1987.

*Street address:* 1 Ocean View, 142 Premary Ridge Road, Reservoir Hills.

*Improvements:* One flat consisting of double storey duplex, three bedrooms, bathroom combined with toilet, kitchen, lounge and dining-room, enclosed court yard and open parking bay. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

*Zoning:* General Residential 2.

*The sale shall be subject to the following conditions:*

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after such sale.

(c) The purchaser shall be liable for payment of interest at the rate of 16,25% (sixteen comma two five per cent) per annum to the bondholder/s on the amount to be awarded to the bondholder/s in terms of the plan of distribution, calculated as from date of sale to date of transfer, both days inclusive.

2. The purchaser (other than the Execution Creditor) shall pay auctioneers charges immediately after the sale and in addition, all transfer costs, including arrear and current rates and/or levies, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer upon request by the attorneys for the Execution Creditor.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of McKenzie Dixon.

Dated at Westville this 7th day of December 1994.

A. M. Lomas-Walker, for McKenzie Dixon, Attorney for Execution Creditor, 27-29 Jan Hofmeyr Road, Westville, 3630.

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## ORANGE FREE STATE ORANJE-VRYSTAAT

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Saak 2299/94

### IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

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

Ten uitvoering van 'n vonnis van die Landdroshof Bethlehem en kragtens 'n lasbrief tot uitwinning gedateer 5 September 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 20 Januarie 1995 om 11:00, te die Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder verkoop word, naamlik:

Sekere reg, titel en belang in en tot Perseel 409, Bohlokong, Bethlehem, groot 332 vierkante meter, geleë in die dorpsgebied Bohlokong, Bethlehem, gehou kragtens Transportakte TL12917/1990.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek 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 23ste dag van November 1994.

Harrington De Clerk & Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem. (Verw. De Clerk/mdek/ZC1896.)

Saak 9321/92

### IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **S. I. Matlala**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 13 Januarie 1995 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 16299, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung, gehou kragtens Transportakte TL13875/1990, groot 256 (tweehonderd ses-en-vyftig) vierkante meter. Verbeterings ten opsigte waarvan egter geen waarborg gegee word nie: Losstaande baksteen- en/of sementwoonhuis onder sink/asbes/teëldak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

*Die wesentlike voorwaardes van verkoop is:*

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

Gedateer te Bloemfontein hierdie 10de dag van November 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, St Andrewstraat 151, Bloemfontein. (Verw. Bezuidenhout Van Zyl Ing./Z29254.)

**Saak 8123/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Y. J. Lupahla**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 13 Januarie 1995 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 16153, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung, gehou kragtens Transportakte TL12075/1990, groot 246 (tweehonderd ses-en-veertig) vierkante meter. Verbeterings ten opsigte waarvan egter geen waarborg gegee word nie: Losstaande baksteen- en/of sementwoonhuis onder sink/asbes/teëldak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

*Die wesentlike voorwaardes van verkoop is:*

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

Gedateer te Bloemfontein hierdie 10de dag van November 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, St Andrewstraat 151, Bloemfontein. (Verw. Bezuidenhout Van Zyl Ing./Z28270.)

**Saak 14713/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **V. P. Ngola**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 13 Januarie 1995 om 10:00, per publieke veiling deur die Balju, Bloemfontein verkoop word:

Erf 15883 tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mangaung, gehou kragtens Transportakte TL10194/1991, groot 293 (tweehonderd drie-en-negentig) vierkante meter. Verbeteringe ten opsigte waarvan egter geen waarborg gegee word nie: Losstaande baksteen- en/of sementwoonhuis onder sink/asbes/teëldak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

*Die wesentlike voorwaardes van verkoop is:*

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

Gedateer te Bloemfontein hierdie 10de dag van November 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, St Andrewstraat 151, Bloemfontein. (Verw. Bezuidenhout Van Zyl Ing./Z32986.)

**Saak 14691/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **P. Mothlabane**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 13 Januarie 1994 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 15885, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Mangaung, gehou kragtens Transportakte TL10352/1991, groot 293 (tweehonderd drie-en-negentig) vierkante meter. Verbeterings ten opsigte waarvan egter geen waarborg gegee word nie: Losstaande baksteen en/of sementwoonhuis onder sink/asbes/teëldak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).



*Die wesentlike voorwaardes van verkoop is:*

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

Gedateer te Bloemfontein op hierdie 10de dag van November 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, St Andrewstraat 151, Bloemfontein. (Verw. Bezuidenhout Van Zyl Ing./Z32989.)

**Saak 10502/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

In die saak tussen **R. Relihan**, Eiser, en **R. L. Ferreira**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 2 Augustus 1994, sal die volgende eiendom op Vrydag, 20 Januarie 1995 om 10:00, by die ou Leerlooierij, Tanneryweg, Hamilton, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 3693, geleë in die stad en distrik Bloemfontein, groot 977 vierkante meter, gehou kragtens Akte van Transport T739/1993, geregistreer op 22 Januarie 1993 (Calvynsingel 14, Parkwes, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

*Woonhuis:* Bestaande uit vier slaapkamers, badkamer, kombuis, sitkamer en eetkamer.

*Buitegeboue:* Twee buitegeboue.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein.

Geteken te Bloemfontein hierdie 8ste dag van Desember 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, Posbus 270, St Andrewstraat 151, Bloemfontein.

**Saak 56/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK CLOCOLAN GEHOU TE CLOCOLAN**

In die saak tussen **Oos Vrystaat Kaap Koöperasie Beperk**, Eiser, en **J. L. Olivier**, Verweerder

Ten uitvoering van 'n vonnis en ingevolge 'n lasbrief vir eksekusie teen goedere, uitgereik in hierdie Agbare Hof deur die Eksekusieskuldeiser se prokureurs, op 5 September 1994, sal die volgende goedere in eksekusie verkoop word deur die Balju vir die Landdroshof, Clocolan op 20 Januarie 1995 om 11:00, te die Landdroskantore, Clocolan, aan die hoogste bieder vir kontant:

Die Eksekusieskuldenaar se Onderverdeling 1 van Erf 580, geleë in die dorp en distrik Clocolan, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter.

*Terme:*

1. Slegs kontant of bankgewaarborgde tjeks.
  2. Geen waarborge hoegenaamd word verskaf nie.
  3. Die koper sal verantwoordelik wees vir die verwydering van die goedere vanaf die perseel op sy eie koste.
- Steinbach & Oelofse, Prokureur vir Eiser, Posbus 5, Carl Cillierslaan 5, Clocolan, 9735.

**Saak 2485/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS**

In die saak tussen **ABSA Bank Beperk**, No. 86/04794/06, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Kheni Michael Ndumo**, Eerste Eksekusieskuldenaar, en **Maleshoane Eliza Ndumo**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 19 Desember 1994, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 13 Januarie 1995 om 09:00:

Erf 1423, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 365 (drie ses vyf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TLTL2220/1989, geregistreer op 17 Augustus 1989, en onderworpe aan sodanige voorwaardes, servitude en minerale regte as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

*Verbeterings daarop:* Sitkamer, kombuis, drie slaapkamers, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank-gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 15,25% (vyftien komma twee vyf persent) per jaar, vanaf 1 September 1994, tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdros, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op hierdie 21ste dag van November 1994.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

**Saak 2483/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS**

In die saak tussen **ABSA Bank Beperk**, No. 86/04794/06, voorheen Allied Bouvereniging, Eksekusieskuldeiser, en **Sopinki Ernest Sopop**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 19 Oktober 1994, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 13 Januarie 1995 om 09:00:

Erf 1370, geleë in die dorpsbebied Kutlwanong, distrik Odendaalsrus, groot 304 (drie nul vier) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL1231/1989, geregistreer op 25 Mei 1989, en onderworpe aan sodanige voorwaardes, servitude en minerale regte as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

*Verbeterings daarop:* Sitkamer, kombuis, twee slaapkamers en badkamer met toilet (ten opsigte waarvan geen waarborg gegee word nie).

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank-gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 15,25% (vyftien komma twee vyf persent) per jaar, vanaf 1 September 1994, tot datum van registrasie van Transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdros, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op hierdie 21ste dag van Oktober 1994.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

**Saak 2484/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS**

In die saak tussen **ABSA Bank Beperk**, Reg. No. 86/04794/06, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Moreng Jeremia Masekoa**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 19 Oktober 1994 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 13 Januarie 1995 om 09:00:

Erf 1625, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 355 (drie vyf vyf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL1414/1989 geregistreer op 13 Junie 1989 en onderworpe aan sodanige voorwaardes, servitude en minerale regte as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

*Verbeterings daarop:* Sitkamer, kombuis, twee slaapkamers, badkamer met toilet (ten opsigte waarvan geen waarborg gegee word nie).

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank-gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf 1 September 1994 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bank waarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op die 21ste dag van November 1994.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoen-gebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

**Saak 570/89**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Santambank Beperk**, Eksekusieskuldeiser, en **Gontsi Julius Macingwane**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 25 September 1991 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroshof, Odendaalsrus, op 13 Januarie 1995 om 09:00:

Erf 307, geleë in die dorpsgebied Nyakallong, distrik Odendaalsrus, groot 370 (drie sewe nul) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL2360/1991 en onderworpe aan sodanige voorwaardes, servitude en minerale regte as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

*Verbeterings daarop:* Sitkamer, kombuis, slaapkamer, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

##### *Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank-gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 27% (sewe-en-twintig persent) per jaar vanaf 3 Desember 1987 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bank waarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op die 21ste dag van November 1994.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoen-gebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

**Saak 16305/94**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **V. E. Segalo**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 13 Januarie 1995 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 16816, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung, gehou kragtens Transportakte TL7907/1992, grootte 336 (driehonderd ses-en-dertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Bloemfontein hierdie 22ste dag van November 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebo, St Andrewstraat 151, Bloemfontein. (Verw. Bezuidenhout van Zyl Ing./Z34893.)



Saak 2580/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **T. P. Metsing**, Eiser, en **P. T. Ramokethi**, Verweerder

Ingevolge uitspraak van die Landdros tot geregtelike verkoping, kragtens lasbrief vir eksekusie gedateer 5 Augustus 1994, sal die ondergemelde goedere per openbare veiling op 13 Januarie 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur die Balju aan die hoogste bieder verkoop word, naamlik:

Erf 3868, geleë te Taustraart, Rocklands, Bloemfontein, groot 297 m<sup>2</sup>.

A. J. Coertzen, vir Honey & Vennote, Prokureur vir Eiser, Eerste Verdieping, Watervalsentrum, Aliwalstraat, Posbus 29, Bloemfontein.

Saak 6612/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **E P Bouvereniging**, Eiser, en **Litaba Abel Mosholiba**, Eerste Verweerder, en **Mameræ Abitha Mosholiba**, Tweede Verweerder

Uit kragtens van 'n vonnis van die Landdroshof, vir die distrik Welkom, gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 14 September 1994, sal die volgende eiendom per publieke veiling vir kontant, op 20 Januarie 1995 om 11:00, te die Tulbaghingang tot die Landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Perseel 19947, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 19947 Thabong.

Die eiendom bestaan uit onder andere die volgende: Woonhuis.

*Die belangrikste voorwaardes van verkoping:*

Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne 7 (sewe) dae na datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser teen 15,25% (vyftien komma twee vyf persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstallige belasting en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die eksekusieskuldeiser en/of eksekusieskuldeiser se prokureur en/of Balju van die Landdros waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Welkom, Oranje-Vrystaat en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Sonleyrikamers, Heerenstraat 24, Welkom, Oranje-Vrystaat, gedurende kantoorure.

Geteken te Welkom op hede die 29ste dag van November 1994.

H. H. Carshagen, Symington & De Kok, Prokureurs vir Eiser, Sonleyrikamers, Heerenstraat 24; Posbus 2175, Welkom, 9460. (Tel. 353-3051.)

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

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### CAPE • KAAP

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#### LEVCO AUCTIONEERS

INSOLVENT ESTATE: JACOBUS JOHANNES DE WET STEYN, MASTER'S REFERENCE C1220/93

Notice is hereby given that a public auction of the following movables in the above matter will be held on 7 January 1994 at 10:30, at the premises of Levco Auctioneers, corner of Peter Barlow and Strand Street (Voortrekker Road), Bellville:

45 Boxes of fertilizer/soil bags (200 20kg bags per box), seven boxes stick-on-labels, black and white television set, kitchen table and four chairs, desk, Willys Jeep and further items.

The goods will be sold voetstoots and for cash.

H. M. M. Terblanche Trustee, c/o Muller Terblanche, P.O. Box 323, Cape Town, 8000. Tel. 24-2308.

# IMPORTANT!!

## Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1994 to 30 September 1995, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

—oOo—

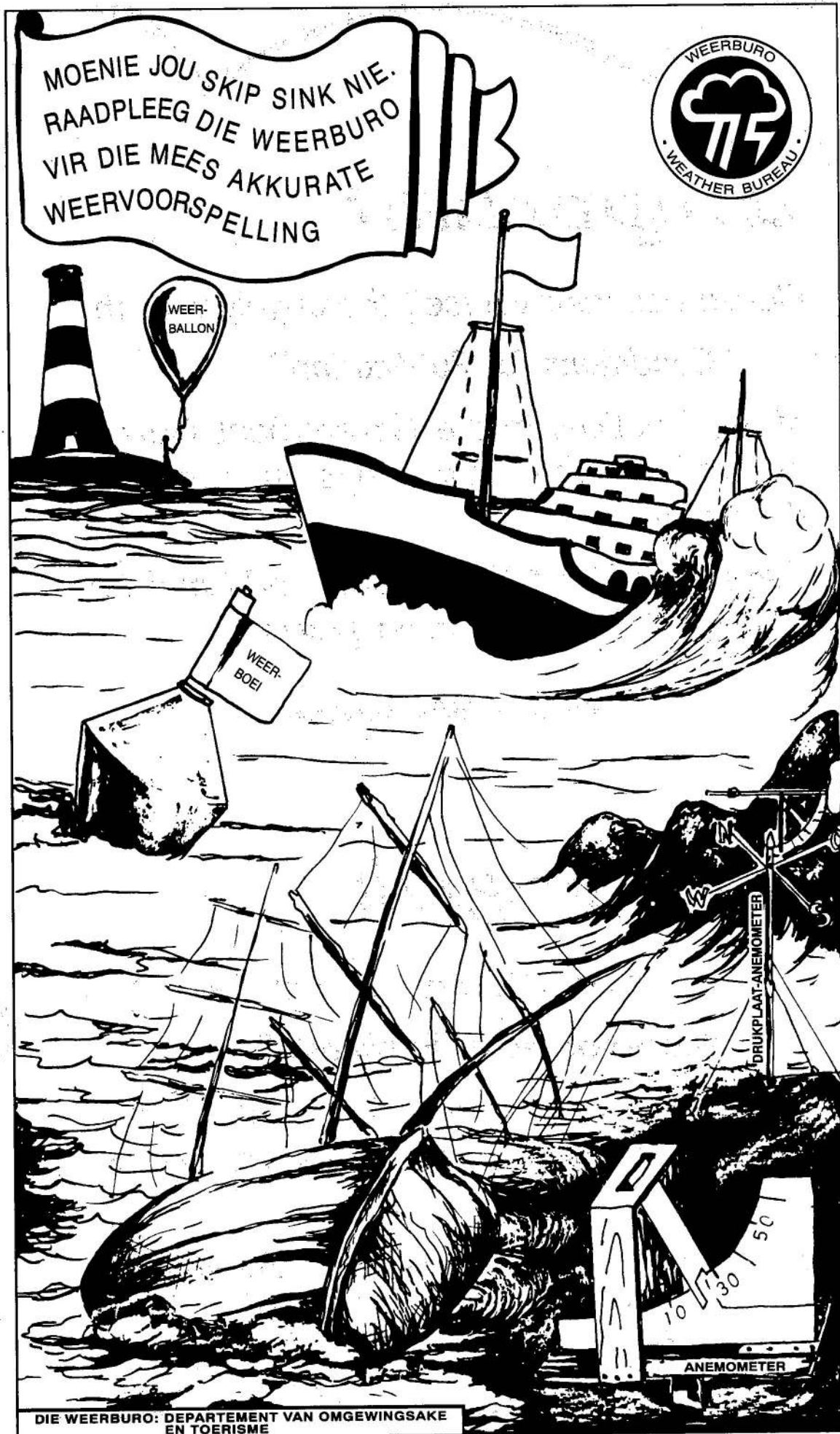
# BELANGRIK!!

## Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*







# ***I*mportant**

Please acquaint yourself thoroughly with the

## ***“Conditions for Publication”***

of legal notices in the Government Gazette,  
as well as the new tariffs in connection  
therewith

**See List of Fixed Tariff Rates and Conditions  
on front inner pages**

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# ***B*elangrik**

Maak uself deeglik vertrouwd met die

## ***“Voorwaardes vir Publikasie”***

van wetlike kennisgewings in die Staats-  
koerant, asook met die nuwe tariewe wat  
daarmee in verband staan

**Sien Lys van Vaste Tariewe en Voorwaardes  
op voorste binnebladsye**

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